BOARD OF ALDERMEN
MONDAY, JUNE 22, 2026
REGULAR MEETING @ 6:00 PM.
ALDERMANIC CHAMBERS ~ 2ND FLOOR ~ CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

:AGENDA:

The Regular Meeting will be broadcast 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/2n8-Kfu2bkQ

►CALL TO ORDER:

►PLEDGE OF ALLEGIANCE:

►PRAYER:

►ROLL CALL:

►OFFICIALLY SCHEDULED PRESENTATION:

►PUBLIC SPEAKING:

►EXECUTIVE SESSION:

►APPROVAL OF MINUTES:

- ***Monday, May 11, 2026/Regular Summary Minutes***
- ***Tuesday, May 14, 2026/Regular Summary Minutes***
- ***Tuesday, June 02, 2026/Special Meeting/Summary Minutes***
- ***Tuesday, June 02, 2026/Budget Adoption/Summary Minutes***
- ***Wednesday, June 03, 2026/BOE & BOA Special Summary Minutes***

►MAYOR'S REPORT:

RECESS INTO COMMITTEES:

►NEW BUSINESS:

1. ROBERT T. DAVIS
Deputy Chief

RE: Requesting Approval to Accept and Utilize the FY 2026 Municipal Police Department "Speed & Aggressive Driving" Enforcement Grant from the State of Connecticut Department of Transportation, Highway Safety Office.

REFERRED TO THE FINANCE COMMITTEE.

2. MICHAEL DORSO
Former Commissioner

RE: Submittal of a Letter of Resignation from the Board of Park Commission.

RECEIVE AND PLACE ON FILE.

3. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Appointment of the following individual to the Citizens Advisory Committee.

APPOINTEE	**TERM TO BE APPOINTED**
Joyce Petteway	1/1/2024-12/31/2027

(Low/Moderate Income Representative)

RECEIVE AND PLACE ON FILE.

4. MINORITY CAUCUS &
People's Caucus

RE: Proposed FY 2026-2027 Budget Amendment Reallocating Existing Funds to Restore Departmental Staffing, Operational Support, Financial Oversight, Parks and Recreation Services, and Public Access Functions Without Increasing the Overall Budget.

RECEIVE AND PLACE ON FILE.

5. RONAE MASON-CRAIG
Former Commissioner

RE: Submittal of a Letter of Resignation from the Litter Control Beautification Commission.

RECEIVE AND PLACE ON FILE.

6. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Appointment of the following individual to the Litter Control Beautification Commission.

UNRESTRICTED APPOINTMENT

APPOINTEE	**TERM TO BE APPOINTED**
Avarice Jacovino (**D**)	1/1/2026-12/31/2029

REFERRED TO THE FINANCE COMMITTEE.

7. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Appointment of the following individual to the Environmental Control Commission.

UNRESTRICTED APPOINTMENT:

APPOINTEE	**TERM TO BE APPOINTED**
Helen Taylor (**D**)	1/1/2026-12/31/2029

REFERRED TO THE FINANCE COMMITTEE.

8. TARA L. SHAW
Director of Human Resources

RE: Requesting approval of a Professional Services Agreement **(RFP 8686)** with Morris & McDaniel, Inc. for Fire Department Entry-Level and Promotional Testing Services, for a one-year term with three one-

year renewal options, at an annual cost not to exceed **$204,448**.

REFERRED TO THE FINANCE COMMITTEE.

9. ROY E. CAVANAUGH, P.E., *City Engineer*

RE: Requesting approval of a Construction Contract for 2026 Pavement Markings between the City of Waterbury and Safety Marking, LLC, in the amount of **$98,942.66**.

REFERRED TO THE FINANCE COMMITTEE.

10. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Construction Contract with N&S Electric, Inc. (**RFP 8782**), in the not to exceed amount of **$74,322.98**, for Theatrical Lighting Upgrades at Waterbury Arts Magnet School

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

11. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Contract Amendment with the State of Connecticut Office of Early Childhood, for funding of Early Start CT.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

12. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Construction Contract with Empire Paving, Inc., in the not to exceed amount of **$150,000.00**, to provide Driggs Elementary Parking Lot Improvements.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

13. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of Amendment One (**1**) to the Professional Services Agreement with Math Concepts, Inc., to provide Math Teacher Training.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

14. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Memorandum of Understanding, at no cost and for a three-year period, with New Opportunities Foster Grandparent Program, to provide

volunteer service to Waterbury Public Schools.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

15. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Memorandum of Understanding, at no cost and for a three-year period, with New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP), to provide volunteer service to Waterbury Public Schools

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

16. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of Amendment Two (**2**) to the Professional Services Agreement (**RFP 6571**) with Catapult Learning, LLC for Waterbury Non-public Schools (Title I) Tutoring Services.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

17. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Construction Contract with Glass Plus (**RFP 8487**), in the not to exceed amount of **$72,600.00**, to provide Front Entry Door Replacement at Driggs and Woodrow Wilson Elementary Schools.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

18. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Professional Service Agreement with IXL Learning, Inc., for a two-year period and in the not to exceed amount of **$49,500.00,** to provide Data Hub Setup, Configuration and Implementation.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

19. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of an Agreement with Prism Academy, LLC, for a three-year period and in the not to exceed amount of **$588,871.00**, to provide educational services in accordance with students' Individual Education Program (IEP).

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

20. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Professional Service Agreement with Connecticut Junior Republic Association, Inc., for a two-year period and at no cost, to provide the SAFE Program and School-Based Clinic Program to Waterbury Public School students.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

21. ROBERT DOWD
Project Manager

RE: Requesting approval of a Project Authorization Letter for the Fire Station #6 Roof Replacement, Repainting, Abatement, and Window Renovation Project, in an amount not to exceed **$250,000.00**.

REFERRED TO THE FINANCE COMMITTEE.

22. ROBERT DOWD
Project Manager

RE: Requesting approval of a Project Authorization Letter for the Fire Station #4 Kitchen Renovation Project, in an amount not to exceed **$150,000.00**.

REFERRED TO THE FINANCE COMMITTEE.

23. ROBERT DOWD
Project Manager

RE: Requesting approval of a Project Authorization Letter for the Silas Bronson Library Improvement Project, with construction costs of **$1,067,097.90** and architectural services costs of **$120,000.00**.

REFERRED TO THE FINANCE COMMITTEE.

24. JOHN GOGGIN
Director of Community Development
City of Waterbury

RE: Requesting approval of the 2026 CT Neighborhood Assistance Act Applications (NAA). Shekinah Church.

REFERRED TO THE FINANCE COMMITTEE.

25. MICHAEL LEBLANC
Director of Finance

RE: Independent Auditor's Audit Planning Communication with Those Charged with Governance dated June 5, 2026

RECEIVE AND PLACE ON FILE

26. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a 20-Year Tax Abatement Agreement with Northwood Preservation, LLC for the Rehabilitation and Preservation of Northwood Apartments, Located at 140 Northridge Drive.

REFERRED TO THE FINANCE COMMITTEE.

27. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a 20-Year Tax Abatement Agreement with Villagewood Preservation, LLC for the Rehabilitation and Preservation of Villagewood Apartments, a 164-Unit Affordable Housing Complex Located at 10 Village Wood Drive (aka 535 Scott Road).

REFERRED TO THE FINANCE COMMITTEE.

28. SALVATORE D. PORZIO
Project Manager
Engineer Department

RE: Requesting approval of an On-Call Professional Services Agreement with Environmental Partners CT, Inc. for Engineering Services through December 31, 2027.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

29. ROY E. CAVANAUGH, P.E.,
City Engineer

RE: Requesting approval to Accept the Long Island Sound Ecosystem Grant for the Risdon Dam Removal Project, in the amount of **$339,000.00**, and Authorizing the Mayor to Execute All Necessary Documents.

REFERRED TO THE FINANCE COMMITTEE.

30. SALVATORE D. PORZIO
Project Manager
Engineer Department

RE: Requesting approval of an On-Call Professional Services Agreement with BSC Group, Inc. for Engineering Services through December 31, 2027.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

31. SALVATORE D. PORZIO
Project Manager
Engineer Department

RE: Requesting approval of an On-Call Professional Services Agreement (RFQ #8132) with Tata & Howard, Inc. for

Engineering Services through December 31, 2027.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

32. SALVATORE D. PORZIO
Project Manager
Engineer Department

RE: Requesting approval of an On-Call Professional Services Agreement (RFQ #8132) with Luchs Consulting Engineers LLC for Engineering Services through December 31, 2027.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

33. SARAH R. GEARY
Manager of Budget Development and Oversight

RE: Requesting approval of Budget Transfers Within the FY 2025-2026 General Fund Budget in the amount of **$2,250,000.00**.

REFERRED TO THE FINANCE COMMITTEE.

34. AISLING MCGUCKIN, ***RN, MSN-MPH***
Director of Health

RE: Requesting approval of a Memorandum of Understanding with Torrington Area Health District for Public Health Emergency Preparedness Grant Subrecipient Services in the Amount of **$61,639.00** for the Term July 1, 2026 Through June 30, 2027.

REFERRED TO THE FINANCE COMMITTEE.

35. ANGELA R. JULIANI
Corporation Counsel

RE: Requesting approval of a Proposed Ordinance Creating a Loneliness and Social Isolation Commission.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

36. MICHAEL LEBLANC
Director of Finance &
WPC Primary Representative
CHRISTOPHER GANT
Senior Project Engineer, JACOBS

RE: Requesting approval of a Construction Contract with Structural Preservation Systems, LLC for Concrete Repairs and Column Installation at the Water Pollution Control Facilities, in the Amount of **$298,850.00**.

REFERRED TO THE FINANCE COMMITTEE.

37. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Requesting that a Public Hearing be Set for July 13, 2026 Regarding Proposed Amendments to Sections 96.160–96.999 and 122.51 of the Waterbury Code of Ordinances Expanding Smoke Free Zones to Include Vaping and E-Cigarettes.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

38. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Requesting that a Public Hearing be Set for July 13, 2026 Regarding Proposed Ordinances §80.01–§80.07 Authorizing a Municipal School Bus Violation Enforcement System.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

39. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Requesting that a Public Hearing be Set for July 13, 2026 Regarding Proposed Amendments to Section 39.047 of the Waterbury Code of Ordinances Relating to the Prohibition Against Contingent Fees.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

40. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Requesting that a Public Hearing be Set for July 13, 2026 Regarding Proposed Amendments to Section 37.099 of the Waterbury Code of Ordinances Relating to Credit Allowances on Civil Service Examinations.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

41. THOMAS F. CROWE JR. P.E.
Civil Engineer II
Department of Engineering

RE: Requesting approval of Project Engineering Authorization Letter with the State of Connecticut providing the City with a grant totaling **$3,098,400.00** for the reconstruction of sidewalks on the north side of Lakewood Road between North Main Street and Wolcott Road.

►STANDING COMMITTEE:

CASSIE M. GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$5,901.61.**

REFERRED TO THE FINANCE COMMITTEE.

►UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Purchase and Sale Agreement for the sale of 36 Welton Street, a vacant 0.43-acre parcel, for consideration of **$25,000** and an associated tax assessment with Laing Capital Partners, LLC.
(Received on January 05, 2026 and referred to Finance Committee). PH set for January 20, 2026 (Tabled until 02/09/2026).

2. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for cultural district establishment, bond reporting, and Rolling Mill Playground plan, including:

Puerto Rican Heritage Cultural District
(Received on December 15, 2025 and referred to Intergovernmental Committee postponed until December 14, 2026).

3. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for updates to City Boards and Commissions structure and transparency, including:

. Arts, Culture and Tourism Commission
(Received on December 15, 2025 and referred to Intergovernmental Committee and referred to Corporation Counsel).

4. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for updates to City Boards and Commissions structure and transparency, including:

Transparency of Boards and Commissions
(Received on December 15, 2025 and referred to Corporation Counsel and postponed until March 9, 2026.)

5. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

Gentrification Mitigation Zone Ordinance
(Received on December 15, 2025. - Referred to Intergovernmental Committee. Referred to Corporation Counsel and to amend the timetable

to postpone consideration until - December 14, 2026).

6. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

Youth Alderman Positions

(Received on December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel).

7. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution.
(Received on January 05, 2026 and referred to Intergovernmental Committee and Referred to Corporation Counsel).

8. GEORGE N. NOUJAIM
Board of Aldermen
District 4

RE: Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative monetary fines for violations of health-related laws and ordinances.
(Received on February 25, 2026 and referred to Finance Committee & referred to Corporation Counsel.)

9. KENNETH J. CURRAN
Board of Aldermen
District 1

JOHN DREWRY
Board of Aldermen
District 3
Co-Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution.
(Received on March 9, 2026 and referred to Intergovernmental).

10. IAN T. BLAKE
Alderman 2nd District

BELINDA WEAVER
Alderwoman 2nd District
(Co-Sponsor)

RE: Submittal of an Ordinance Proposal to include and implement an itemized distribution statement on taxpayers' bills. Taxpayers would benefit from clear, consistent, plain-language information showing how the property tax levy is allocated across major City services.
(Received on February 9, 2026 and referred to the Finance Committee).

11. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution.
(Received on May 11, 2026 and referred to Intergovernmental Committee. Referred to Corporation Counsel).

Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
Alderman/Alderwoman/Co-Sponsors

BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN
ADRIAN SANCHEZ

12. DAVID B. SIMPSON
Director of Public Works

RE: Requesting approval of an Agreement for Municipal Solid Waste, Curbside Recyclable and Bulky Waste Processing and Disposal (RFP No. 8718) between the City of Waterbury and F & G Recycling, LLC. ***(Received on 6/8/26 and referred to the Finance Department).***

MJD/ec

BOARD OF ALDERMEN
MONDAY, MAY 11, 2026
PUBLIC HEARING @ 6:00
REGULAR MEETING @ 6:00 P.M.
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 You Tube Channel https://youtu.be/RvL3AyPWNrk

PUBLIC HEARING: 6:00 P.M. to 6:34 P.M.

For the purpose of receiving public input regarding the Proposed Water Rates for Fiscal Year Ending June 30, 2027 as submitted by Michael LeBlanc, Director of Finance and Bradley Malay, Superintendent of Water.

Speaker (s)
1. **Dominic Davino, 105 Norris Street, Waterbury, CT**
2. **Ruben Rodriguez, 107 Citizens Avenue, Waterbury, CT**
3. **Faithalee Goclowski, 42 Brookdale Lane, Waterbury, CT**
4. **Alexander Rivera, 25 Grant Street, Waterbury, Ct**
5. **Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT**
6. **Charlene Bell, 265 Windy Drive, Waterbury, CT**
7. **Maribel Rodriguez, 57 Perkins Avenue, Waterbury, CT**
8. **Lourdes Gonzalez, 283 Mansfield Avenue, Waterbury, CT**
9. **Lisa Taylor, 6 Michael Terrace, Waterbury, CT**
10. **Rev. Ollie Gray, 2929 East Main Street, Waterbury, CT**
11. **Jennifer Gondola, 33 Cornelius Avenue, Waterbury, CT**
12. **Ferida Shira, 113 Kaynor Drive, Waterbury, CT**

CLOSED at 6:34 P.M.

CALL TO ORDER @ 6:00 P.M.

PLEDGE OF ALLEGIANCE: Observed

PRAYER: Observed

ROLL CALL:

Blake	**Curran**	**Drewry**	**Feliciano-Roman**
Grosso	**Hunter**	**Martinez-McCarthy**	**McEntee**
Mosley	**Noujaim**	**Rinaldi**	**Sanchez**
Weaver	**Zimmermann**	**DiGiovancarlo *(President)* (15)**	

Absent: **None**

OFFICIALLY SCHEDULED PRESENTATION (s): 6:42 P.M. – 7:34 P.M.

"Proposed Waterbury Preschool Center Project, on behalf of Dr. Darren Schwartz, Superintendent of Waterbury Public Schools."

PUBLIC SPEAKING:

Speaker (s)
1. **Kristin Mitnick 292 Gaylord Drive, Waterbury, CT**
2. **Jacqueline Smith, 25 Devonwood Drive, Waterbury, CT**
3. **Dominic Davino, 105 Norris Street, Waterbury, CT**
4. **Krystle Gonzalez, 13 W. Farm Street, Waterbury, CT**
5. **Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT**

6. **Sharon Samoska, 45 Pear Street, Waterbury, CT**
7. **Amy Sims, 330 Bucks Hill Road, Waterbury, CT**
8. **Amanda Solla, 84 Oldham Avenue, Waterbury, CT**

EXECUTIVE SESSION: None

APPROVAL OF MINUTES:

Monday, April 6, 2026/Regular Meeting/Public Hearing/Summary Minutes
Monday, April 13, 2026/First Budget Public Hearing/Summary Minutes
Monday, April 20, 2026/Regular Meeting/Summary Minutes
Thursday, April 30, 2026/Special Meeting/Summary Minutes

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE the aforementioned minutes.

MAYOR'S REPORT: None

RECESS INTO COMMITEES:

NEW BUSINESS*:*

1. THOMAS FAVAZZO
Project Manager, WDC

RE: Requesting approval of a Construction Contract for RFP#8603 West Main Street Sanitary & Storm Sewer Pipe Lining Project between the City of Waterbury and National Water Main Cleaning Company. The Contract value is **$4,330,000.00**, which consists of a base contract of **$3,064,222.00**, allowances of **$1,065,000.00,** and an Owner's Controlled Contingency Allowance (OCCA) of **$200,778.00**.

REFERRED TO THE FINANCE COMMITTEE

WITHDRAWN

Non-Consent

2. TERESA BEGNAL
Democratic Registrar of Voters

ALEX DESJARDINS
Republican Registrar of Voters

RE: Requesting approval of a Contract between the City of Waterbury and Election Systems & Software (ES&S) for the maintenance of newly provided voting tabulators.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to CARRY OVER TO THE NEXT MEETING New Business Item #2. 11 Threshold vote failed.

3. ROBERT J. NERNEY
City Planner

RE: Submittal of a Recommendation from the City Plan Commission concerning Proposed Capital Improvements Budget for Fiscal Year 2027.

RECEIVE AND PLACE ON FILE

Non-Consent

4. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Resolution to Authorize the Issuance of up to **$45,000,000** of Refunding Bonds.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to CARRY OVER TO THE NEXT MEETING - New Business Item #4. - 11 Threshold vote failed.

Non-Consent

5. ROY E. CAVANAUGH, P.E.
City Engineer

RE: Requesting approval of a Construction Contract for the 2026 Traffic Signal Re-lamping Program between the City of Waterbury and A & S Electrical Services, Inc. in the amount of **$89,130.80**.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to CARRY OVER TO THE NEXT MEETING New Business Item #5. - 11 Threshold vote failed.

Non-Consent

6. MANSI DOSHI
Civil & Environmental Engineer, WDC

RE: Requesting approval of Amendment 1 to Construction Contract for RFP No. 7802 Renovation of Fire Station 1 between The City of Waterbury and Nosal Builders, Inc.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Board of Aldermen voted to CARRY OVER TO THE NEXT MEETING New Business Item #6. - 11 Threshold vote failed.

Non-Consent

7. MICHAEL PONZILLO
Deputy Chief

RE: Requesting approval of a Professional Service Agreement with Behavioral Health Consultants, LLC. This contract would be three years in duration.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #7.

8. PAUL BUZZELLI
FARC Chairman

RE: Recommendation of Appointment of Mr. John J. Mulhall to the position of City Auditor (a/k/a Director of Audit) in accordance with Charter, Sec.6B-2 (a) (1).

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #8.

9. MICHAEL LEBLANC
Director of Finance

RE: Submittal of General Ledger Trial Balances for the 2026 Fiscal Year through April 20, 2026.

RECEIVE AND PLACE ON FILE

10. ROBERT RAAD
Aid to the Chief of Police

RE: Requesting approval to submit a Memorandum of Agreement between The Connecticut Department of Emergency Services and Public Protection (DESPP) and the City of Waterbury.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #10.

11. CHRISTOPHER SAVAGE
Assistant Superintendent

RE: Requesting approval of Amendment Agreement #2 from ITB#7977 between

of Water

the City of Waterbury and **J.A. ROSA CONSTRUCTION, LLC** for Waterbury Water System Pump Stations Upgrades by increasing contract time with not to exceed Original Contract amount.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #11.

Non-Consent

12. MANSI DOSHI
Civil and Environmental Engineer, WDC

RE: Requesting approval of Amendment #3- Professional Services Agreement RFP No. 7531 for Phase II/III Strategy, Planning, Design, and Implementation for a Brass City Regional Food Hub and 777 South Main Street between the City of Waterbury and BSC Group, Inc.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to CARRY OVER TO THE NEXT MEETING - New Business Item #12. 11 Threshold vote failed.

Non-Consent

13. MANSI DOSHI
Civil and Environmental Engineer, WDC

RE: Requesting approval of Amendment #1 to the Construction Contract for ITB 8593 Environmental Waste Remediation of 359 Mill Street and 777 S. Main (Mad River Redevelopment Corridor) between the City Of Waterbury and RED Technologies, LLC.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to CARRY OVER TO THE NEXT MEETING - New Business Item #13. - 11 Threshold vote failed.

Non-Consent

14. CLIFFORD C. BRAMMER
Assistant City Planner

RE: Requesting approval of a Services Agreement between the City of Waterbury and OpenGov, Inc. for a Hosted Permitting, Inspection, and Licensing Software System- RFP#8574. The total cost of the proposed

five-year agreement is **$1,058,002**.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #14.

Non-Consent

15. MICHAEL LEBLANC
Director of Finance &
WPC Primary Representative

RE: Requesting approval of Amendment #4 to the City of Waterbury Water Pollution Control Department Operations, Maintenance and Management Services Agreement with CH2M Hill Engineers, Inc., a subsidiary of Jacobs Engineering Group.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to CARRY OVER TO THE NEXT MEETING New Business Item #15. 11 Threshold vote failed.

16. MICHAEL LEBLANC
Director of Finance

RE: Submittal of April 27, 2026 Surveillance Report affirming the City's AA General Obligation Bonds Rating with a Continued Stable Outlook.

RECEIVE AND PLACE ON FILE

Non-Consent

17. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN
Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
GEORGE NOUJAIM
JEFF HUNTER
Alderman/Alderwoman
Co-Sponsors

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to REFER TO CORPORATION COUNSEL - New Business Item #17.

Non-Consent

18. SARAH R. GEARY
Manager of Budget
Development and Oversight

RE: Requesting approval of a Budget Transfer within the **City's Water Pollution Control (WPC) Capital Improvement Fund** for Fiscal Year ending June 30, 2026 in the amount of **$2,250,000**.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted 9 Yea – 6 Nay roll call vote to APPROVE New Business Item #18.

Yeas: Aldermen/women: Blake, Curran, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo (9)
Nays: Aldermen/women: Feliciano-Roman, Drewry, Grosso, Martinez-McCarthy, Sanchez and Zimmermann (6)

19. SARAH R. GEARY
Manager of Budget
Development and Oversight

RE: Submittal of the City of Waterbury Financial Status Report for March 2026.

RECEIVE AND PLACE ON FILE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to FORWARD TO THE NEXT MEETING New Business Item #19.

Non-Consent

20. ROY E. CAVANAUGH, P.E.
City Engineer

RE: Requesting approval of a Construction Contract for the 2026 Milling and Paving Program between the City of Waterbury and Tilcon Connecticut Inc. in the amount of **$10,000,000.00.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to CARRY OVER TO THE NEXT MEETING New Business Item #20. 11 Threshold vote failed.

Non-Consent

21. ROY E. CAVANAUGH, P.E.
City Engineer

RE: Requesting approval of a Construction Contract for the 2026 Sidewalk Program between the City of Waterbury and Colonna Masonry Concrete and Asphalt Paving, LLC. in the amount of **$3,483,612.00.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to CARRY OVER TO THE NEXT MEETING - New Business Item #21. 11 Threshold vote failed.

Non-Consent

22. ANTOINETTE C. SPINELLI
Town Clerk

RE: Requesting approval of a Rental and Maintenance Agreement for Mailing System/Postage Machine between the City of Waterbury and Pitney Bowes in the amount of **$51,480.60**.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to CARRY OVER TO THE NEXT MEETING - New Business Item #22. 11 Threshold vote failed.

23. CHRISTOPHER SAVAGE
Assistant Superintendent of Water

RE: Requesting approval of Amendment #4 to Agreement between the City of Waterbury and C.H. Nickerson & CO., Inc. for Water Treatment Plant Pumping & Mixing Improvements.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #23.

24. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a **$100,000,000** Capital Appropriation & Bond for a new Waterbury Preschool Center.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> New Business Item #24.

<u>Non-Consent</u>

25. **RAFAEL FELICANO-ROMAN**
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO
Aldermen/Alderwomen

RE: Requesting the proposed amendments to §§52.16 and 52.17 of the Code of Ordinances, concerning Board of Public Works duties related to fire hydrant inspection, reporting, maintenance, and compliance. Also requesting that a Public Hearing be set to approve ordinance changes.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>REFER TO CORPORATION COUNSEL</u> – New Business Item #25.

<u>Non-Consent</u>

26. **RAFAEL FELICANO-ROMAN**
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO
Aldermen/Alderwomen

RE: Requesting a legislative inquiry concerning financial reporting and documentation for certain Capital Projects and Special Program accounts.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>TABLE UNTIL OCTOBER 1, 2026</u> - New Business Item #26.

<u>Non-Consent</u>

27. **RAFAEL FELICANO-ROMAN**
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO
Aldermen/Alderwomen

RE: Requesting that proposed amendments to §36.55 of the Code of Ordinances, concerning settlement of claims and establishing Board of Aldermen oversight, approval thresholds, and reporting requirements, be referred to the Law Department for review and draft language. Also requesting a Public Hearing be set to approve ordinance changes.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderwoman Mosley, Seconded by Alderwoman Hunter, the Board of Aldermen voted unanimously to <u>DENY</u> - New Business Item #27.

28. RAFAEL FELICANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO

RE: Requesting that a proposed ordinance prohibiting the use of glyphosate-based herbicides on City-owned property, including enforcement, exceptions, and implementation provisions, be referred to the Law Department for review and draft language.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>TABLE UNTIL June 8, 2026</u> - New Business Item #28.

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>RETURN TO THE REGULAR ORDER OF BUSINESS.</u>

<u>STANDING COMMITTEE</u>

CASSIE GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **<u>$34,279.63.</u>**

<u>REFERRED TO THE FINANCE COMMITTEE</u>

On the Motion of Alderman Mosley, Seconded by Alderman Rinaldi, the Board of Aldermen voted unanimously to <u>APPROVE</u> the aforementioned Refunds in the amount of <u>$34,279.63.</u>

<u>Consent Calendar</u>:
NEW BUSINESS ITEMS #1 WITHDRAWN
ITEM #2 RECEIVED AND PLACED ON FILE
ITEMS #7, #8, #10, #11 #14, #18, #23 APPROVED
ITEMS #17 & #25 REFERRED TO CORPORATION COUNSEL
ITEMS #27 DENIED & ITEMS # 26 &#28 TABLED
ITEM #24 - SET A PUBLIC HEARING ON MAY 26, 2026
STANDING COMMITTEE – APPROVED
On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen
voted unanimously to *Approve*

<u>MINUS ITEMS #2, #4, 5,6,7 & 12,13,14,15,17,18-&-20, 21-25,26 & 27</u>
Unfinished Item #19 & 20 Committee of the Whole – Approved

UNFINISHED BUSINESS:

1. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Requesting approval of a Proposed Resolution regarding Display of Flags on City Property. The proposed resolution would confirm that the City of Waterbury property where flags may be displayed, including flagpoles, in not not intended to serve as a forum for expression by the public; and (ii) identify which flags may be displayed on City property, including flag poles. **(Received on July 14, 2025 and referred to the Intergovernmental Committee.**

2. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of Granting of a Purchasing and Sale Agreement to sell 36 Welton Street, a vacant .43-acre Parcel in consideration of **$25,000** and an Association Tax Assessment with Laing Capital Partners, LLC. (**Received on Monday, January 05, 2026 and referred to Finance Committee). Public Hearing set for January 20, 2026. (Tabled until 02/09/2026)**

3A. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval for cultural district establishment.

A. Puerto Rican Heritage Cultural District
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee postponed until Monday December 14, 2026).**

4A. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval for updates to City Boards and Commissions.

A. Arts, Culture and Tourism Commissions
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee) Referred to Corporation Counsel.**

4B. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval for updates to City Boards and Commissions structure and transparency, including:

B. Transparency of Boards and Commissions
(**Received on Monday, December 15, 2025 and referred to Corporation Counsel and postpone until March 9, 2026.)**

5A. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval for independent review, property transfer, and ordinance drafting, including:

A. Palace Theater Operating Agreement

(Received on Monday, December 15, 2025 and referred to Intergovernmental Committee - Referred to Corporation Counsel)

5B. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval for independent review, property transfer, and ordinance drafting, including:

B. Property Transfer (Rivera Memorial Foundation Inc.

Received on Monday, December 15, 2025 and referred to Intergovernmental Committee Referred to Corporation Counsel and tabled until Monday, June 8, 2026.

6A. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

A. Gentrification Mitigation Zone Ordinance

(Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee. Refer to Corporation Counsel and to amend the timetable to postpone consideration until Monday, December 14, 2026.

6B. - RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

B. Youth Alderman Positions

(Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel.

7. RAFAEL FELICIANO-ROMAN
Board of Alderman
5th District

RE: Requesting a Baldwin Street Capital Improvement & Infrastructure Status Resolution.

(Received on Monday, January 5, 2026. - Referred to Intergovernmental Committee). Referred to DPW with a response on before April 20, 2026.

8. RAFAEL FELICIANO-ROMAN
KELLY ZIMMERMANN
MICHAEL GROSSO

RE: Requesting a Board and Commission Appointment Transparency Ordinance.

(Received on January 05, 2026 and referred

ADRIAN SANCHEZ
SANDRA MARTINEZ-MCCARTHY
BRYAN MCENTEE
Aldermen/Alderwomen

to Intergovernmental Committee)

9. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution.

(Received on January 05, 2026 and referred to Intergovernmental Committee) Referred to Corporation Counsel).

10. SANDRA-MARTINEZ MCCARTHY
MICHAEL GROSSO
RAFAEL FELICIANO ROMAN
BRYAN MCENTEE
KELLY ZIMMERMANN
ADRIAN SANCHEZ
Aldermen/Alderwomen

RE: Requesting a Resolution Establishing a Multilingual Emergency Water Safety Communication Protocol.
(Received on January 05, 2026 and referred to Intergovernmental Committee) Referred to Water and Health Department).

11. A MICHAEL GROSSO
BRYAN MCENTEE
KELLY ZIMMERMANN
RAFAEL FELICIANO ROMAN
ADRIAN SANCHEZ
Aldermen/Alderwoman

RE: Requesting a Legislative Inquiry Municipal Vehicle Fleet, Fuel Usage, Take-Home Policy & Procurement Practices.
Received on January 05, 2026 and referred to Intergovernmental Committee – Refer to Corporation Counsel - forward to Sarah Geary-Manager of Budget Development and Oversight and then forward to the necessary Departments & respond on or before April 20, 2026.

11. B. PATRICK MULVEHILL
Deputy Director of Public Works

DAVID SIMPSON
Director of Public Works

RE: Response to Legislative Inquiry Municipal Vehicle Fleet, Fuel Usage Take Home Policy and Procurement Practices. **(Received on April 20, 2026).**

12. RAFAEL FELICIANO-ROMAN
BRYAN MCENTEE
KELLY ZIMMERMANN
RAFAEL FELICIANO ROMAN
ADRIAN SANCHEZ
Aldermen/Alderwoman

RE: Requesting a Proposal – Traffic & Accountability Initiative.
Received on January 05, 2026 and referred to Intergovernmental Committee – Refer to Police Department & Police Commission

13. PAUL K. PERNEREWSKI JR.
Mayor
City of Waterbury

RE: Mayor's Proposed Budget for Fiscal Year End June 30, 2027. **(Received on April 1, 2026).**

14. SARAH R. GEARY
Manager of Budget
Development and Oversight

RE: City of Waterbury Capital Improvement Plan for Fiscal Years 2027-2031. **(Received on April 1, 2026).**

15. MICHAEL LEBLANC
Director of Finance

RE: Proposed Water Rates for Fiscal Year Ending June 30, 2026. **(Received on April 20, 2026). (Referred to Intergovernmental)**

16. KENNETH J. CURRAN
Alderman, 1st District

JOHN DREWRY
Alderman, 3rd District
Co -Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution. **(Received on March 9, 2026). (Referred to Intergovernmental).**

17. GEORGE N. NOUJAIM
Board of Alderman
District 4

RE: Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative monetary fines for violations of health related laws and ordinances. **(Received on February 25, 2026 and referred to Finance Committee & referred to Corporation Counsel).**

18. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of the following three resolutions to authorize the Board of Education to submit a School Application to the Connecticut Dept of Administrative Services for State consideration*:*

Resolution #1
Resolved, that the Board of Aldermen Authorizes the Waterbury Board of Education to accept or reject a grant for the proposed Waterbury Preschool Center Project.

Resolution #2
Resolved, that the following members are hereby established as the Building Committee with regard to the proposed Waterbury Preschool Center Project: Latoya Ireland, Margret Heyward Bowen, Anthony Ireland, Terrance Lott and Rocco Orso.

Resolution #3
Resolved, that the Board of Aldermen Authorizes the preparation of schematic drawings and outline specifications for the proposed Waterbury Preschool Center Project. **(Received on April 20, 2026).**

COMMITTEE OF THE WHOLE

19. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of an Agreement with the Waterbury Young Men's Christian Association, in an amount not to exceed **$75,500.00** in cash Matching funds, to provide Truancy Prevention Services. **(Received on April 20, 2026 and referred to Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE - Unfinished Business Item #19.

COMMITTEE OF THE WHOLE

20. EMILY ZAO
Project Engineer
WDC

RE: Requesting approval of a Construction Contract (RFP #8383) for the Western Hills Maintenance Building Roof Replacement in the amount of **$312,600**. The contract will be funded from State LoCIP Funds. **(Received on April 20, 2026 and Referred to the Finance Committee).**

n the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a 11 Yea – 4 Nay roll call vote to APPROVE - Unfinished Business Item #20.

Yeas: Aldermen: Blake, Curran, Drewry, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver, Zimmermann and DiGiovancarlo (11)
Nays: Aldermen: Feliciano-Roman, Grosso, Martinez-McCarthy and Sanchez (4)

21. GEORGE N. NOUJAIM
Board of Alderman
District 4

RE: Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative

FOR THE GOOD OF THE ORDER:

- *The Board wished Sarah R. Geary a Happy Birthday*
- *Congrats to all the educators in the City of Waterbury*
- *Consider a cut off time for the Board of Aldermen meetings*
- *Take a look at our rules and consider committees meeting on different nights*
- *Review the rules*

ADJOURNMENT:

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to ADJOURN at 10:53 P.M.

MJD:dd

SPECIAL BOARD OF ALDERMEN
FY 2026-27 BUDGET DEPARTMENT HEAD MEETING
THURSDAY, MAY 14, 2026 @ 6:00 PM
Aldermanic Chambers - Waterbury City Hall – 2nd FL
235 Grand Street, Waterbury CT 06702

SUMMARY MINUTES

The Regular Meeting will be broadcast 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/E2AowUsdiq8.

1. **CALL TO ORDER:** *@ 6:00 P.M.*
2. **PLEDGE OF ALLEGIANCE & SILENT PRAYER:** *OBSERVED*
3. **ROLL CALL:**

(11) PRESENT: Blake ***(arrived at 6:03 P.M.)*** Noujaim DiGiovancarlo ***(President)***
Curran ***(arrived at 6:04 P.M.)*** Rinaldi
Grosso ***(arrived at 6:03P.M.)*** Sanchez
Martinez-McCarthy Weaver
Mosley Zimmermann

(4) ABSENT: Aldermen Drewry Feliciano-Roman Hunter and McEntee

4. **DISCUSSION WITH THE FOLLOWING DEPARTMENT HEADS REGARDING THE MAYOR'S PROPOSED 2026-2027 BUDGET:**

- **HUMAN RESOURCES –** *Tara Shaw, Director; Cherrie Lamb, Assistant. Director*
- **CITY PLAN –** *Robert Nerney, City Planner; Clifford C. Brammer III, Assistant City Planner*
- **REGISTRAR OF VOTERS –** *Teresa Begnal, Democratic Registrar; Alexandra Desjardins, Republican Registrar*
- **SENIOR CENTER –** *Mira Levasseur, Municipal Agent for the Elderly*
- **LIBRARY –** *Raechel Guest, Director*
- **CITY CLERK –** *Michael J. Dalton, City Clerk*

5. **ADJOURNMENT:**

On a motion by Alderman Blake, Seconded by Alderman Noujaim, the Board of Aldermen Voted Unanimously to **ADJOURN AT 10:00 P.M.**

MJD:ec

BOARD OF ALDERMEN
SPECIAL MEETING
BUDGET ADOPTION FY 2026-2027
TUESDAY, JUNE 2, 2026 @ 6:00 PM
ALDERMANIC CHAMBERS 2nd FLOOR – CITY HALL
235 GRAND STREET, WATERBURY CT 06702

The Special 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/i-Lhld849GE

SUMMARY MINUTES

✓**1**. Call to Order: @ 6:00 P.M.

✓**2**. Pledge of Allegiance & Silent Prayer: ***OBSERVED***

✓**3**. Roll Call.

(14) PRESENT: Blake, Curran, Drewry, Grosso, Hunter, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmermann, DiGiovancarlo ***(President)***

(1) ABSENT: Alderman Feliciano-Roman

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **RESOLVE INTO COMMITTEE OF THE WHOLE.**

✓**4**. Consideration & Action on the Mayor's Proposed 2026-2027 Budget for the Fiscal Year End June 30, 2027 and the Capital Improvement Plan for Fiscal Years 2027-2031.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, 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 2027 FISCAL YEAR PURSUANT TO §9B-3(C) OF THE CHARTER OF THE CITY OF WATERBURY.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by a **9 Yea – 5 Nay** roll call vote, to **APPROVE BUDGET RESOLUTION #1, AS READ.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, Mosley, Noujaim Rinaldi, Weaver, and DiGiovancarlo* – **9.**
NAYS: *Aldermen Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann* - **5.**

►**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 Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by a **9 Yea – 5 Nay** roll call vote, to **APPROVE BUDGET RESOLUTION #2, AS READ.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, Mosley, Noujaim Rinaldi, Weaver, and DiGiovancarlo* – **9.**
NAYS: *Aldermen Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann* - **5.**

►BUDGET RESOLUTION #3
A RESOLUTION MAKING APPROPRIATIONS FOR THE ENSUING 2027 FISCAL YEAR FOR THE WATER POLLUTION CONTROL ENTERPRISE FUND OF THE CITY OF WATERBURY.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by unanimous consent calendar vote to **APPROVE BUDGET RESOLUTION #3, AS READ.**

►BUDGET RESOLUTION #4
A RESOLUTION MAKING APPROPRIATIONS FOR THE ENSUING 2027 FISCAL YEAR FOR THE WATER ENTERPRISE FUND OF THE CITY OF WATERBURY.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by a **9 YEA – 5 NAY** roll call vote to **APPROVE BUDGET RESOLUTION #4, AS READ.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, Mosley, Noujaim Rinaldi, Weaver, and DiGiovancarlo* – **9.**
NAYS: *Aldermen Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann* - **5.**

►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 Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by unanimous consent calendar 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 Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by a **10 YEA – 4 NAY** roll call vote to **APPROVE BUDGET RESOLUTION #6, AS READ.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, McEntee, Mosley, Noujaim Rinaldi, Weaver, and DiGiovancarlo* – **10.**
NAYS: *Aldermen Grosso, Martinez-McCarthy, Sanchez and Zimmermann* - **4.**

►CAPITAL IMPROVEMENT PLAN RESOLUTION #1
A RESOLUTION MAKING APPROPRIATIONS FOR CAPITAL EXPENSES OF THE CITY OF WATERBURY FOR FISCAL YEAR JULY 01, 2026 THROUGH JUNE 30, 2027, PURSUANT TO §9B-3(C) OF THE CHARTER OF THE CITY OF WATERBURY.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by a **10 YEA – 4 NAY** roll call vote to **APPROVE CAPITAL IMPROVEMENT PLAN RESOLUTION #1, AS READ.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, McEntee, Mosley, Noujaim Rinaldi, Weaver, and DiGiovancarlo* – **10.**
NAYS: *Aldermen Grosso, Martinez-McCarthy, Sanchez and Zimmermann* - **4.**

►**CAPITAL IMPROVEMENT PLAN RESOLUTION #2**
A RESOLUTION APPROVING THE CAPITAL EXPENSES FOR DEPARTMENTS OF THE CITY OF WATERBURY FOR THE FISCAL YEAR JULY 01, 2026 THROUGH JUNE 30, 2027, PURSUANT TO §9B-3(C) OF THE CHARTER OF THE CITY OF WATERBURY.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by a **10 YEA – 4 NAY** roll call vote to **APPROVE CAPITAL IMPROVEMENT PLAN RESOLUTION #2, AS READ.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, McEntee, Mosley, Noujaim Rinaldi, Weaver, and DiGiovancarlo* – **10.**
NAYS: *Aldermen Grosso, Martinez-McCarthy, Sanchez and Zimmermann* - **4.**

✓**5**. Adjourn.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to ADJOURN AT 9:50 PM.

MJD/ec

BOA-Special.06-02-2026 Minutes.

BOARD OF ALDERMEN
SPECIAL MEETING
TUESDAY, JUNE 2, 2026 @ 5:55 PM
ALDERMANIC CHAMBERS 2nd FLOOR – CITY HALL
235 GRAND STREET, WATERBURY CITY HALL

The Special 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/i-Lhld849GE

:SUMMARY MINUTES:

1. **CALL TO ORDER:** *@ 5:55 PM.*
2. **PLEDGE OF ALLEGIANCE & SILENT PRAYER:** *OBSERVED*
3. **ROLL CALL:**

(14) PRESENT: Blake, Curran, Drewry, Grosso, Hunter, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmermann, DiGiovancarlo ***(President)***

(1) ABSENT: Aldermen Feliciano-Roman

On a motion by Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to **RESOLVE ITSELF INTO THE COMMITTEE OF THE WHOLE**.

4. Consideration & Action on Items **#11**, Amendment Three (**3**) to the Services Agreement with Linguistica International, Inc. for Phone and/or Video On-Demand Translation Services, and #**14**, a Construction Contract **(RFP #8739)** with Sound Stage Productions, Inc., in an amount not to exceed **$81,400.00**, for Sound System Upgrades at John F. Kennedy and Crosby High Schools' Gymnasiums.

On a motion by Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to **APPROVE ITEM #11**.

On a motion by Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to **APPROVE ITEM #14**.

5. **ADJOURNMENT:**

On a motion by Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to **ADJOURN AT 5:59 P.M.**

MJD/ec
BOA-Special Minutes.06-02-2026

JOINT BOARD OF ALDERMEN
& BOARD OF EDUCATION
SPECIAL MEETING @ 6:00 PM
WEDNESDAY, JUNE 3, 2026
BUCKS HILL SCHOOL ANNEX
330 BUCKS HILL ROAD, WATERBURY, CT 06705

SUMMARY MINUTES

The Special 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/BzIvm5MX4lM

1. **Called to Order @ 6:00 P.M.**

2. **Pledge of Allegiance & Silent Prayer: Observed**

3. **Roll Call:**

(10) Present

Blake	Curran	Drewry
Grosso	Hunter	Martinez-McCarthy
McEntee	Mosley	Rinaldi
DiGiovancarlo *(President)*		

(5) Absent:

Feliciano-Roman	Noujaim	Sanchez
Weaver	Zimmermann	

4. **Presentation – Dr. Darren Schwartz, Superintendent of Waterbury Public Schools.**

5: **Tour of the facilities and discussion regarding the proposed Early Childhood Center Project.**

6*:* **Adjournment**

On the Motion of Alderman Mosley, Seconded by Alderwoman Zimmermann, the Board of Aldermen Voted Unanimously to ADJOURN at 7:02 P.M.

MJD:dd

BOA-Minutes.06-03-2026.Spcl-Joint-Mtg

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

Fernando C. Spagnolo, Jr.
Chief of Police

John D. Napiello
Deputy Chief of Police

Michael Ponzillo
Deputy Chief of Police

Robert Davis
Deputy Chief of Police

June 22, 2026

Board of Alderman
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Re: Municipal Police Department "Speed & Aggressive Driving" Enforcement Grant 2026, Executive Summary

FY2026 Municipal Police Department "Speed & Aggressive Driving" Enforcement Grant

State of Connecticut, Department of Transportation,

Highway Safety Office

I. History

This is a grant from the State of Connecticut, Department of Transportation, Highway Safety Office, by which the City expends funds for officers to aggressively enforce speed and aggressive driving laws on city streets. These funds are then reimbursed by the State of Connecticut. An in-depth review and the grant objectives are contained within the body of the grant.

II. Term

The grant period is from 07/01/2026 – 09/05/2026.

III. Grant Amount

The total grant amount being sought is $60,000.00 covering the period of (07/01/2026 – 09/05/20256. A budget summary is included within the body of the grant. The grant will reimburse the City at 100% with NO matching funds required.

IV. Payment under the grant

The costs are first paid with municipal funds. The city then applies for reimbursement from the State at the conclusion of each grant period.

Respectfully,

Robert T. Davis
Deputy Chief

Applicant Organization Information

Agency Specific Information

Name of Agency * *Waterbury Police Department*

Agency Type * *Municipal PD*

FEIN * *06-6001900*
UEI Number * *VF8HWQF5HSN3*
Address * *255 East Main Street*
City * *Waterbury* **County** * *New Haven County*
State * *Connecticut* **Zip** * *06702-1915*
Website *https://www.wtbypd.org* **Phone** * *(203) 574-6920*

Governmental Unit/Agency Information

Name of Governmental Unit/Agency * *City of Waterbury*
Address * *235 Grand Street*
City * *Waterbury* **County** * *Connecticut*
State * *Connecticut* **Zip** * *06702*

Project Contacts

Project Director (Required)	**Name:** * *Brian Grudzien*		**Title:** * *Sergeant*	
	Street Address: * *255 East Main Street*		**Street Address 2:**	
	City: * *Waterbury*		**State:** * *Connecticut*	**Zip:** *06702-1915
	Phone: * *(203) 346-3975*		**Email:** * *bgrudzien@wtbypd.org*	

Authorized Official (Required)	**Name:** * *Paul Pemerewski*		**Title:** * *City of Waterbury Mayor*	
	Street Address: * *235 Grand St*		**Street Address 2:**	
	City: * *Waterbury*		**State:** * *Connecticut*	**Zip:** *06702-1915
	Phone: * *(203) 574-6712*		**Email:** * *ppemerewski@waterburyct.org*	

Fiscal Contact (Required)	**Name:** * *Michael LeBlanc*		**Title:** * *City of Waterbury-Director of Finance*	
	Street Address: * *235 Grand St*		**Street Address 2:**	
	City: * *Waterbury*		**State:** * *Connecticut*	**Zip:** *06702-1915
	Phone: * *(203) 574-6840*		**Email:** * *mleblanc@waterburyct.org*	

Problem ID, Objectives & Activities

Project Title: * *Speed and Aggressive Driving Enforcement*

Requested Project Start Date *	Project Period Start Date	Project Period End Date
07/01/2026	*07/01/2026*	*09/05/2026*

Problem ID

Statement of the Problem and Background Information

Include local problem identification and data.
Crash data can be obtained from the Connecticut Crash Data Repository at: http://www.ctcrash.uconn.edu/

Waterbury has seen a steady increase in speed related crashes with 2022 having the highest number of speed related fatal crashes in the last 10 years with 8. Between 2022 and 2025, Waterbury has seen 28 fatal crashes, 411 crashes with suspected serious injury, and 993 crashes where speed or aggressive driving was a factor. During those same years, the Waterbury Police Department issued 1051 speeding citations during speed and aggressive driving HVE. *

Objectives

Objective is to decrease fatalities and injuries as a result of motor vehicle crashes caused by Speeding and Aggressive Driving.

- To Increase High Visibility Speed and Aggressive Driving Enforcement, especially in areas with high population, high traffic volumes and roadways with low posted speed limits. These areas have been identified through state level problem identification as the most likely to effect the greatest number of speed related crashes through HVE speed enforcement.

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

Examples:

- Reduce the number of speeding and aggressive driving crashes by X% during the grant period.
- Conduct a minimum of XX enforcement hours dedicated to deterring speeding and aggressive drivers.
- Educate community on the dangers of speeding and aggressive driving by reaching X people through outreach.

*The objective is to decrease fatalities and injuries as a result of motor vehicle crashes caused by speeding and aggressive driving by focusing HVE to target identified timeframes and locations to maximize impact on correctable driving behavior. This will be accomplished by spotter type enforcement and/or self-initiated type enforcement combined with public awareness via social media postings. The target areas have been identified through state level problem identification as the most likely to affect the greatest number of speed related crashes through HVE. These efforts are to reduce or maintain speed and/or aggressive driving related crashes during the grant period below the 3-year average of 446 (using years 2022-2024). **

Activities

Describe activities and procedures you will undertake to achieve each objective.

Identify project personnel and responsibilities. Include activity timelines.

Spotter type enforcement where an officer takes a clandestine position to observe and monitor traffic speed, identify violators, and radio to marked unites to initiate a motor vehicle stop and issue the appropriate enforcement action.

Self-initiated type enforcement action where an officer monitors traffic speed to identify violators and issue appropriate enforcement action after making a traffic stop on the violator's vehicle.

*Supervisor to monitor officers and act as a spotter if available. **

				Project Period Target Goals
	2022	*2023*	*2024*	*2026*
Speed Crashes	*858*	*252*	*233*	*200*
Speed Fatalities	*9*	*8*	*8*	*0*
Speed Injuries	*448*	*111*	*94*	*50*
Speed Citations Issued	*158*	*248*	*645*	*700*

Problem Identification

List at least 3 of the following:

Locations with the highest problems:

*Chase Ave**
*Thomaston Ave**
*Baldwin St**

Prospect Rd

E Main St

S Main St

Day(s) of the week where data shows increased problems:

*Saturday**
*Monday**
*Tuesday**

Sunday

Friday

Wednesday

Time(s) of Day where data shows increased problems:

6:30 AM	-	*8:30 AM*	*
10:00 AM	-	*2:00 PM*	*
5:00 PM	-	*8:00 PM*	*
8:00 PM	-	*12:00 AM*	

Additional Documentation

Budget Selection Form

Applicant: * *Waterbury Police Department*
Project Title: * *Speed and Aggressive Driving Enforcement*
Agency Type: * *Municipal PD*
Please select all budget categories that apply to your project or grant.

Note: Selecting a category will open a corresponding form where you can enter specific budget details.

Important:
If you decide to deselect a category, please make sure to **clear or delete any information entered** in that category's form **before** unchecking the box.
Toggling these checkboxes only controls the visibility of the budget forms—it does not automatically remove any data previously entered.

- *[X]* **Enforcement - Municipal PD**
- *[ ]* **Fringe**
- *[ ]* **Equipment**
- *[ ]* **Indirect Costs**

Enforcement - Municipal PD

Applicant: * *Waterbury Police Department*
Project Title: * *Speed and Aggressive Driving Enforcement*

Enforcement Activity

	Start	End
Enforcement Period	*07/01/2026*	*09/05/2026*

Enforcement Total: ***$60,000.00***

Please select the Enforcement Types applicable to this grant *[X]* **Focus Patrol** *[ ]* **Checkpoint**

Use an average rate for the overtime hourly rate.
Hours per shift must be between 4 hours and 8 hours per day. Shift hours can't exceed 8 hours per officer. There are 67 patrol days available.

Focus Patrol

Subgrantee Type	Number of Hours	Hourly Rate	Total
Municipal PD	*8*	*$75.00000*	*$600.00*
Municipal PD	*8*	*$75.00000*	*$600.00*
		Focus Patrol Subtotal	***$1,200.00***

Number of Planned Focus Patrol Days: *50*

Focus Patrol Grand total ***$60,000.00***

Planned Locations

List planned locations below:

Location
Thomaston Ave
Chase Ave
Baldwin St
E Main St
W Main St
S Main St
Prospect Rd
Frost Rd

Wolcott St
Lakewood Rd

Budget Summary

Total Federal Budget *$60,000.00*
Total Match Budget *$0.00*

Budget Category	Grant Funds Requested	Match	Total	HSO Conditions Apply
Salaries				
Municipal PD	*$60,000.00*		*$60,000.00*	
Resident Trooper	*$0.00*		*$0.00*	
Officer Constable	*$0.00*		*$0.00*	
State Police	*$0.00*		*$0.00*	
Fringe				
Municipal PD - *0.00000* %	*$0.00*		*$0.00*	
Resident Trooper - *0.00000* %	*$0.00*		*$0.00*	
Officer Constable - *0.00000* %	*$0.00*		*$0.00*	
State Police - *0.00000* %	*$0.00*		*$0.00*	
Other Costs				
Equipment	*$0.00*	*$0.00*	*$0.00*	
Indirect Costs	*$0.00*	*$0.00*	*$0.00*	
Total Grant Budget	***$60,000.00***	***$0.00***	***$60,000.00***	

Notes

Fringe & Indirect Certification

Applicant:
Project Title: *Speed and Aggressive Driving Enforcement*
Project Period: **Start:** **End:**

Fringe Benefits

Has a Fringe Rate been submitted?

* I hereby certify that the information below is the true and accurate and authorized by for hours worked by personnel for the following time period:

From **To**

Actual Cost Category:	*Municipal PD*	*Resident Trooper*	*Officer Constable*	*State Police*
Other Cost Category:				
Total Fringe Rate				

Indirect Costs

Have Indirect Costs applicable to this grant been charged?

* I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified below accurately identifies what is allowable.

Is your Indirect Cost de minimus?
Effective Date Range:

Start **End**

Approved Indirect Rate: *0.00 %*
Please attach your approved Indirect Rate Agreement:

Indirect Cost Rates for this grant: *

Grant **Match**

0.00 % *0.00 %*

Budget Category	Total	Applicable Rate Base	Grant Funds Requested	Applicable Rate Base	Match
Municipal PD - Salaries	*$0.00*		*$0.00*		

Municipal PD - Fringe	*$0.00*		*$0.00*		
Resident Trooper - Salaries	*$0.00*		*$0.00*		
Resident Trooper - Fringe	*$0.00*		*$0.00*		
Officer Constable - Salaries	*$0.00*		*$0.00*		
Officer Constable - Fringe	*$0.00*		*$0.00*		
State Police - Salaries	*$0.00*		*$0.00*		
State Police - Fringe	*$0.00*		*$0.00*		
Equipment	*$0.00*		*$0.00*		*$0.00*
Total Budget	***$0.00***		***$0.00***		***$0.00***

Grant **Match**

Sum of Indirect Cost Base Categories:

Total Indirect Costs:

Certification

Designated Signatories: **Authorized Official** **OR** **Financial Officier**

Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.
* By checking this box, Applicant certifies it has read the foregoing acknowledgement and makes the representations, warranties, and certifications within.

Name **Title** **Date**

Reimbursement Requirements

Requested Project Start Date	Approved Project Start Date	*Billing Period Start Date*	*Billing Period End Date*	Reimbursement Deadline

The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certification

Designated Signatories: **Authorized Official** **OR** **Financial Officer**

Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.

* By checking this box, Applicant certifies it has read the foregoing acknowledgement and makes the representations, warranties, and certifications within.

Name **Title** **Date**

Certifications & Assurances

Please review the documents attached in the below statements. Once reviewed, please check the box beside each statement confirming your organization complies with the statements within each PDF.

* NONDISCRIMINATION
* POLITICAL ACTIVITY (HATCH ACT)
* CERTIFICATION REGARDING FEDERAL LOBBYING
* RESTRICTION ON STATE LOBBYING
* CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
* BUY AMERICA ACT
* PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Certification

Designated Signatories: **Authorized Official** **OR** **Financial Officier**

Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.

* By checking this box, I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name **Title** **Date**

Full Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act** of 1973, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all

applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. 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 by this clause. 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.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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 by this clause. 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 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9,

subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Audit Requirements

Designated Signatories: **Authorized Official** **OR** **Financial Officer**

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2026

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of
declares that for the fiscal year ending September 30, 2026, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed $1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

* Check this box to sign & certify the above Audit **Requirement** statement

Name **Title** **Date**

AUDIT EXEMPTION STATEMENT:

The town/city/agency of
declares that for the fiscal year ending September 30, 2026, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed $1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

* Check this box to sign & certify the above Audit **Exemption** statement

Name **Title** **Date**

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

a. Any sub grantee receiving $1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.

b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Applicant Signatures

Project Director

Designated Signatory:

* Check this box to sign & certify this application

Name	Title	Signature Date

Financial Officer

Designated Signatory:

* Check this box to sign & certify this application

Name	Title	Signature Date

Authorizing Official

Designated Signatory:

* Check this box to sign & certify this application

Name	Title	Signature Date

Speed Enforcement Grant Application
2026

Shared Documents

#2

Deborah Duarte

From: Joseph Begnal <jtbeg32@gmail.com>
Sent: Tuesday, June 2, 2026 6:40 PM
To: Deborah Duarte
Subject: Fwd: Park Board

Sent from my iPhone

Begin forwarded message:

From: Michael Dorso <MichaelDorso@outlook.com>
Date: June 1, 2026 at 12:34:22 PM EDT
To: Joseph Begnal <jtbeg32@gmail.com>
Subject: Park Board

Dear Chairman Begnal,

I am writing to formally resign from my position on the Waterbury Park Board Committee, effective immediately.

Due to a new job with significantly increased responsibilities and scheduling demands, I am no longer able to attend meetings as regularly as required. I regret that I can no longer give the role the time and attention it deserves.

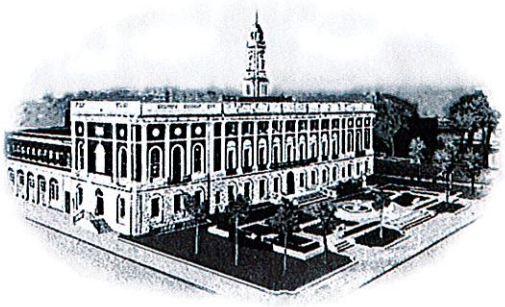
I want to sincerely thank you and the rest of the board for the opportunity to serve on the committee. It has been a privilege to contribute to improving Waterbury's parks and recreational spaces.

Thank you,

Mike Dorso

WATERBURY CITY CLERK
RECEIVED
2026 JUN -2 P 12:43
CC

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 3, 2026

Office of Community Development
c/o Michael LeBlanc, Finance Director
235 Grand Street
Waterbury, CT 06702

Re: Appointment to the Citizens Advisory Committee

Dear Mr. LeBlanc:

Pursuant to the City of Waterbury Citizen Participation Plan as amended in April of 2020, please be advised that the following individual is hereby appointed to the Citizens Advisory Committee of the City of Waterbury:

Appointee	**Term to Be Appointed**
Joyce Petteway (Low/Moderate Income Representative)	January 1, 2024 – December 31, 2027

Respectfully submitted,

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

Cc: Michael Dalton, City Clerk

#4

FY 2026-2027 Budget Amendment Summary & Statement of Support

Fellow Aldermen & Mayor Pernerewski:

The Minority Caucus & People's Caucus recognize the tremendous amount of work that goes into developing a city budget. We also recognize a simple reality: with only five /six votes on a fifteen-member Board, we do not have the numbers to fundamentally redesign a budget. That is not our goal tonight.

Our goal is to offer a practical amendment that reflects the concerns, requests, and priorities expressed directly by department heads during the budget review process. Throughout the department head hearings, we heard that workload is high and staff is minimal. After reviewing the budget we noticed that there were a few critical requests which were reduced or removed despite demonstrated need.

This amendment does not increase the overall budget. It simply reallocates existing resources to areas where department heads have identified clear operational needs and where the investment will provide measurable value to taxpayers.

Why do these amendments matter?

Supporting Revenue-Producing Departments

The Assessor's Office is one of the most important departments in city government. Every dollar of property tax revenue begins with accurate assessment data.

WATERBURY CITY CLERK
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This amendment restores funding for:

- Aerial Imagery Services ($35,000)
- Commercial Property Inspection Services ($50,000)

These are not luxury items. They are tools that help ensure properties are accurately valued and taxable improvements are properly identified. Investing in the Assessor's Office strengthens our tax base and helps protect taxpayers from inequitable assessments.

Similarly, the Inspection Department is a revenue-producing department that protects public safety while generating permit and inspection revenue. The department requested additional temporary staffing to address workload demands. This amendment restores $17,586 to meet that need.

Supporting Accountability and Financial Oversight

For years, the audit department has spoken about the need for stronger internal controls and financial oversight.

This amendment strengthens the Audit Department by funding:

- Accountant I position ($46,901)
- Temporary staffing support ($10,000)
- Financial and auditing services ($35,000)

If we believe in transparency, accountability, and responsible stewardship of taxpayer dollars, then we must provide our audit professionals with the resources necessary to perform their work.

Supporting Quality of Life in Our Neighborhoods

Our Parks and Leisure Departments touch the lives of thousands of residents every year.

These departments provide:

- Recreational programming
- Youth activities
- Community events
- Athletic programs
- Safe and clean public spaces

The department heads requested funding levels that were reduced in the proposed budget.

This amendment restores:

Parks

- Seasonal Wages ($17,837)

Leisure Services

- Overtime ($33,000)
- Seasonal Wages ($107,344)

These investments help ensure that our parks remain maintained, our programs remain staffed, and our families continue to have access to affordable recreational opportunities throughout the city.

Supporting Seniors, Elections, and Public Access

This amendment also addresses needs identified by several public-facing departments:

Senior Center

- Temporary employee funding ($25,000)

Our senior population continues to grow, and the department has expressed a clear need for additional staffing support.

Town Clerk

- Temporary salaries ($3,000)

This request helps address increased workloads resulting from changes in state election laws, including no-excuse absentee voting.

City Clerk

- Regular salaries ($7,350)

The City Clerk's staff work long hours supporting public meetings, commissions, boards, and official records. This modest adjustment restores the department head's requested staffing level.

Supporting Legislative Transparency

The Board of Aldermen is the legislative body of this city.

This amendment reallocates existing printing funds and establishes a modest budget allocation that allows aldermen to better communicate legislation, agendas, and public information to constituents.

Strong legislative oversight requires adequate resources, and this amendment recognizes that responsibility.

How These Requests Are Funded

This amendment does not seek new taxes.

Instead, it reprioritizes funding from areas where resources are currently available.

Key offsets include:

- $100,000 reduction from Land Bank funding following the recent $5 million State Bond Commission award.
- $200,000 reduction within the Legal Department vacancy allocation.
- Removal of a vacant Advisor to the Mayor position totaling $95,018.

These adjustments allow us to support multiple operational needs identified by department heads without increasing the overall budget.

A Bipartisan Opportunity

This amendment should not be viewed as a Republican / Democratic proposal or a majority / minority proposal.

It is a department-head proposal.

These are requests that came directly from the professionals responsible for running city operations every day.

Tonight, we ask our colleagues in the majority caucus and the Mayor's administration to support these adjustments not because they originate from the Minority Caucus & People's Caucus, but because they represent reasonable investments in city services, financial accountability, public safety, quality of life, and revenue generation.

We may not agree on every aspect of this budget, but we can agree that when department heads identify critical needs, we should listen.

This amendment represents a responsible, balanced, and practical approach to supporting the people who serve the residents of Waterbury every day.

We respectfully ask for your support,

Minority Caucus & People's Caucus

511600	Inspection	Temporary Employees			$	17,586
10010005	Landbank		$	(100,000)	$	-
511600	Senior Center	Temporary Employees			$	25,000
511804	Parks	Seasonal Wages			$	17,837
511650	Leusire	Overtime			$	33,000
511804	Leusire	Seasonal Wages			$	107,344
511500	Audit	Accountant 1			$	46,901
511600	Audit	Temp Salaries			$	10,000
533100	Audit	Financial / Auditing services			$	35,000
533000	Assessor	Aerial imagry Services			$	35,000
533000	Assessor	Commercial Property Inspections Services			$	50,000
511600	Town Clerk	Temp Salaries			$	3,000
511500	City Clerk	Regular Salaries			$	7,350
533029	Legal	Legal	$	(200,000)	$	-
559200	City Clerk	Printing & Binding			$	(500)
	Board of Aldermen	Printing & Binding			$	7,500
	Mayors office	Staff - Advisor of the Mayor	$	(95,018)	$	-
				-395018	$	395,018

WATERBURY CITY CLERK
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Please consider this amendment to the FY27 City of Waterbury Budget based on department head feedback:
Inspection - The department head expressed a need for temporary services. Workload is high. Inspection is important to maintain the safety of our city. They are also a revenue producing department. The depatment requested $77,586. Mayor proposed $60,000. This request is to restore the $17,586 to meet the full deparment request.
Landbank - The state of Connecticut Bond Commission just awarded the Waterbury Land Bank with $5,000,000. FY25 Audited actuals were $300,000. Proposed is $300,000. This request is to move $100,000 out of the landbank since they were awarded the $5,000,000 and move the funds to support other deparments who expressed the need to additional funding and support.
Senior Center - Department head expressed a dire need for more funding for temporary empoyees and support.
Parks - Employees are told often to use flex hours to fill needs at community events. The Hamilton Fund brings in revenue which they can use to support seasonal wages and overtime so we can have clean, safe community activities. Parks requested $285,389 for overtime. Mayor's proposed number is $267,552. This amendment is requesting to restore $17,837 back into the budget to fill department head request.
Leisure - Recreation activities are important for our families, our communities, and our resident's quality of life. Department request for overtime was $63,000. Mayor's original proposed: $30,000. This amendment requests that we restore $33,000 to meet the $63,000 deparment head request for overtime. Deparment head request for seasonal wages was $1,737,366. Mayor's proposed value is $1,441,553, leaving a gap of $295,813. This amendment is requesting to help bridge the gap with an additional $107,344 to the Mayor's proposed number.
Audit - The Audit department is an important department to keep staffed. It has been under funded and staffed for years. This amendment is making the effort to fully fund the audit deparment with the Accountant I requested: 46,901, temporary salaries to help bridge gaps and vacancies: $10,000, and to support the finanacial /auditing servies $35,000.
Assessor - The assessor's deparment is one of the most imporant deparments for supporting tax revenue in our city. This reenue drives our entire budget. They have been denied funding for tools over the years. This amendment requests that we reallocate funds to purchase the Aerial Imagery Services and Commercial poperty inspection services. These departments are small. Their work load is big. Let's give them the tools and technology to be best in class.
Town Clerk - Town clerk requested $5,000 in temporary salaries. Mayor's proposed budget allocates $2,000. The amendment requets to restore the allocation back to the department head request of $5,000.
City Clerk - deparment head expresses the dire need to compensate his employees since they work long hours documenting meetings for the Board of Aldermen and city commissions. Department head request: $249,624. Mayor' proposed allocation: $242,2774, leaving a gap of $7,350 in regular salaries. This amendment is requeting to bridge the gap and allocate the additional $7,350 to the Mayor's proposed budget in order to meet the deparment head request.
City Clerk / Board of Aldermen: The city clear currently has $500 for Board of Aldermen printing. This allocation moves the $500 out to the Board of Aldermen budget, and adds $500 per Aldermen to use for print support for legislation. Total for each Aldermen to recieve $500 print allocation totals $7,500, which is requeted in this amendment.
Mayor's Office - Qty 1 advisor to the Mayor has left, leaving 11 positions filled to support the Mayor's office: (1) Chief of Staff, (1) Director of Grants, (1) Director of economic developemtn, (1) newly hired, Community Outreach Manager, (1) advisor to the Mayor (amendment request to remove the 2nd Advisor position), (2) Mayoral Aides, (1) Executive Secretary, (1) Mayor's Office Clerk, (1) Project Liason. In addition there is also aa part time communitye services staff, and an Educational Liason assigned to this office. If this amendment request is approved we will be able to support multiple other initiatives that have been requested by department

#5

Deborah Duarte

From: Alexandra DeGirolamo
Sent: Wednesday, June 10, 2026 9:36 AM
To: Help Desk
Cc: Angela Battle; Deborah Duarte; Ebony Cooper; Michael Dalton
Subject: Litter Control and Beautification Commission - website update

Good Morning,

Can you please change Ronae Mason-Craig to Vacant. Please leave her term and party.

Thank you,
Ali

Litter Control and Beautification Commission

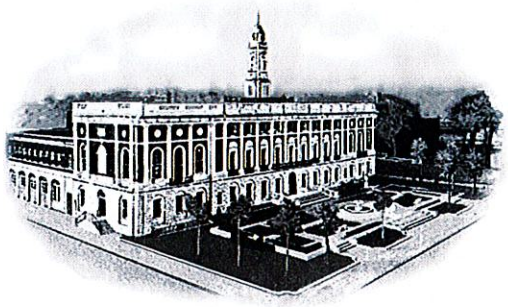
Ali DeGirolamo, MPA
Mayoral Aide
The Office of Mayor Paul K. Pernerewski, Jr.
City of Waterbury

235 Grand Street
Waterbury, CT 06702
adegirolamo@waterburyct.org
T: 203.574.6712 x7074 | F: 203.574.6804

WATERBURY

WATERBURY CITY CLERK
RECEIVED
2026 JUN 10 P 12:44
EC

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 10, 2026

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:

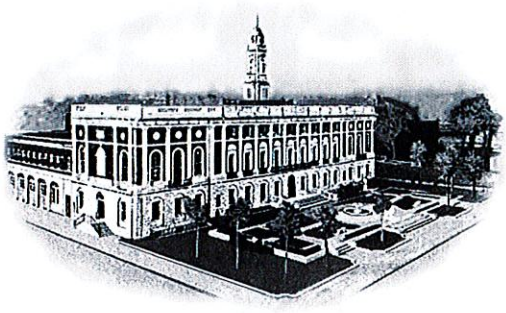
LITTER CONTROL AND BEAUTIFICATION COMMISSION

Appointee	**Term to be appointed**
Avarice Jacovino (D)	01/01/26 to 12/31/29

Respectfully submitted,

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

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 10, 2026

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:

ENVIRONMENTAL CONTROL COMMISSION

Appointee	**Term to be appointed**
Helen Taylor (D)	1/1/2026-12/31/2029

Respectfully submitted,

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

MEMORANDUM

To: Honorable Board of Alderman

From: Tara L. Shaw
Director of Human Resources

Date: 6-11-26

Re: Executive Summary –Morris & McDaniel, Inc. – Fire Entry Level and Promotional Testing Contract (RFP# 8686)

Enclosed Please find a contract for Professional Services Agreement between the City of Waterbury and Morris & McDaniel, Inc., for Fire Department Entry Level and Promotional Testing.

Morris & McDaniel will provide and administer entry level and promotional fire testing services for the City. The contract is for one (1) year, with three one (1) year options at the request for the City. The maximum annual contract cost is $204,448. There is no minimum annual contract cost, as the City only pays for the services rendered when the Fire Department requires testing for entry level and/or promotional positions. The funding source is the general fund.

This contract is the result of RFP # 8686.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8686
for
Promotional Fire Department Civil Service Testing Services
between
The City of Waterbury, Connecticut
and
Morris & McDaniel, Inc.

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 Morris & McDaniel, Inc. (the "Consultant"), a State of Connecticut duly registered foreign corporation with a principal place of business located at 950 N. Washington Street, Suite 504, Alexandria, VA 22314 (jointly referred to as the "Parties" to this Agreement.).

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8686** for Promotional Fire Department Civil Service Testing Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8686**; 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 the development and administration of the Entry Level and Promotional Firefighter civil service examinations for multiple ranks, including Lieutenant, Captain, Battalion Chief, Deputy Chief, Assistant Fire Marshal and Deputy Fire Marshal and others as detailed and described in **Attachment** A. Consultant shall meet with Human Resources and Fire Personnel to conduct job analyses, develop and/or administer the appropriate examinations, provide test security and proctoring services guaranteeing examinees are physically observed for the entire examination, provide and/or develop procedures for the handling of cheating, offer required reading lists for examinations as necessary, score the examinations and provide results to Civil Service Human Resources

Director or Assistant Director, and provide an overall timeline for assessments of all candidates, to be completed within 1-3 weeks as further detailed 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, dated March 31, 2026, to **RFP No. 8686**, consisting of three (3) pages, attached hereto;
1.1.2 City of Waterbury **RFP No. 8686**, excluding City forms and sample contract, consisting of nine (9) pages, attached hereto;
1.1.3 Consultant's Response to **RFP No. 8686**, excluding City forms, consisting of sixty-four (64) pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, entitled "Waterbury Fire Department," consisting of twelve (12) pages, 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 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non- collusion Affidavit, as executed and provided by Consultant, incorporated herein by reference;
1.1.7 Licenses, incorporated herein by reference;
1.1.8 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, consisting of 29 pages
1.2.4 Consultant's Revised Cost Proposal, consisting of 12 pages
1.2.5 Addendum #1, dated March 31, 2026, to **RFP No. 8686**, consisting of 3 pages
1.2.6 City's **RFP No. 8686**, consisting of 9 pages
1.2.7 Consultant's Response to **RFP No. 8686**, consisting of 64 pages

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 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.

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 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 periodic, written reports as necessary and as further described in Consultant's Response to RFP

No. 8686, 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.

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 Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor ("Effective Date") and shall complete all work and services within Three Hundred Sixty Five (365) days ("Contract Time").

5.1. Option Periods. The City shall have the Option, at its sole discretion and upon reasonable notice to the Consultant, to extend this Agreement pursuant to the same terms and conditions stated herein for three (3) additional one-year terms.

5.2. 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 **TWO HUNDRED FOUR THOUSAND FOUR HUNDRED FORTY EIGHT AND 00/100 DOLLARS ($204,448.00)** and shall be in accordance with Consultant's Revised Cost Proposal entitled "Waterbury Fire Department" and consisting of 12 pages,

attached hereto in **Attachment A**.

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. 8686** 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. arising under or related to this Agreement 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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit (CSL)
Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: WC Statutory Limits
Employers' 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 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

9.5. 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 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. 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. 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. 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. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor 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 75, 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 75 regulations.

12.3. 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.

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, 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 75. 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 75.

12.5. 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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. 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, 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 and their 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.8686** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8686**

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: Morris & McDaniel, Inc.
c/o David M. Morris
950 N. Washington Street, Suite 04
Alexandria, VA 22314

City: The City of Waterbury
Human Resources
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: http://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled *"The City of Waterbury - 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:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Mayor

Date: _____

WITNESSES:

Sign: Whitney Wright
Print name: Whitney Wright

Sign: _____
Print name: Michael Kellum

MORRIS & McDANIEL, INC.

By: David M. Morris, Ph.D., J.D., MBA
-David M. Morris, Ph.D., J.D., MBA

Date: June 9, 2026

ATTACHMENT A

1.1.1 Addendum # 1, dated March 31, 2026, to **RFP No. 8686**, consisting of three (3) pages, attached hereto;

1.1.2 City of Waterbury **RFP No. 8686**, excluding City forms and sample contract, consisting of nine (9) pages, attached hereto;

1.1.3 Consultant's Response to **RFP No. 8686**, excluding City forms, consisting of sixty-four (64) pages, attached hereto;

1.1.4 Consultant's Revised Cost Proposal, "Waterbury Fire Department" consisting of twelve (12) pages, attached hereto;

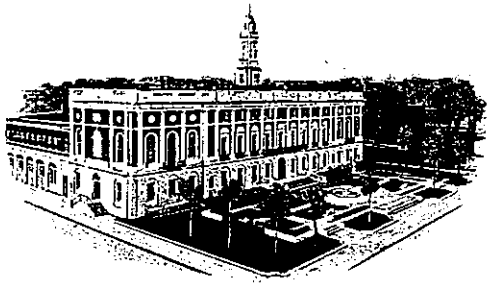
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-collusion Affidavit, as executed and provided by Consultant, incorporated herein by reference;

1.1.7 Licenses, incorporated herein by reference;

1.1.8 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 31, 2026

RFP 8686 Promotional Fire Department Civil Service Testing

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8686**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: Are we able to propose only for the promotional ranks, and not the entry-level one?
Answer: Although the City would prefer to have a single vendor, it would Yes, responders can respond to promotional ranks and not entry-level testing.

Question: How much did the City pay for the last contract for all of the services requested in the RFP?
Answer: The last contract for entry level testing had a not to exceed amount of $83,271.50; The last contract for promotional fire testing had a not to exceed amount of $101,976.25.

Question: If the services in the RFP were paid separately, and not as a lump sum, how much did the City pay for each rank?
Answer:

- Entry level: $83,271.50;
- Lieutenant: $29,701.25;
- Captain: $19,987.50;
- Battalion Chief: $14,581.25;
- Deputy Chief: $12,957.50;

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- Assistant Fire Marshal: $11,895.

Question: Who was the last company to provide the City with the services proposed in the RFP?
Answer: Morris and McDaniel, Inc.

Question: How many candidates participated in the previous promotional process for each rank?
Answer:
i. Lieutenant – 20 (less than previous recruitments)
ii. Captain - 19
iii. Battalion Chief - 7
iv. Deputy Chief - 5
v. Assistant fire Marshal – 6
vi. Deputy Fire Marshal - 3

Question: Will the City provide all facilities for the promotional testing administrations?
Answer: Yes.

Question: Does the City want candidate orientations sessions for each rank?
Answer: Yes.

Question: Is the City willing to conduct development meetings for the promotional exams via webinar/phone conference?
Answer: Yes. (Zoom or Teams preferred.)

Question: Does any part of the testing process function as a hurdle, in that only those that pass continue on to the next portion of the testing process?
Answer: No.

Question: What components did the most recent promotional process consist of for each rank (written exam, assessment center, etc.)?
i. Lieutenant
ii. Captain
iii. Battalion Chief
vi. Deputy Chief
v. Assistant fire Marshal
vi. Deputy Fire Marshal
Answer: All recent promotional exams that were administered by a vendor included at least two (2) components with some kind of written component and some kind of oral component.

Question: How many exercises were used in the previous assessment center?
i. Lieutenant
ii. Captain
iii. Battalion Chief
iv. Deputy Chief
v. Assistant fire Marshal
vi. Deputy Fire Marshal
Answer: Detailed testing information is proprietary to the vendor and not shared with the City.

Question: Does the City have any security concerns that would require all candidates to go through the assessment center exercises in one day?
Answer: The expectation is that all candidates will present a state or government issued photo at the test site prior to administration of the exam. The City expects that with respect to all exams, all candidates will complete the same component(s) of the exam on the same day. The testing components should be spread out over no more than two (2) consecutive days.

Question: Please provide an estimated number of candidates that will participate for each individual rank.
Answer: Unknown.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8686
BY
THE CITY OF WATERBURY
DEPARTMENT OF HUMAN RESOURCES
FIRE DEPARTMENT
CIVIL SERVICE TESTING

The City of Waterbury, Department of Human Resources (hereinafter "City""), is seeking a qualified consultant to develop and administer Entry-Level and Promotional Fire Department Civil Service Examinations:

A. Background and Intent

The purpose and intention of issuing this Request for Proposal is to ensure that the above-mentioned examinations are all completed in a timely manner as well as adhering to any and all provsions of the City of Waterbury Civil Service Rules, Regulations, and Ordinances. Additionally, adhering to the applicable collective bargaining agreement.

B. 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
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have appropriate professional liability insurance (must be submitted at time of submission of proposal package)

C. Scope of Services

The City of Waterbury operates Fire Services to include over 225 Firefighter peronnel. The City wishes to conduct Entry Level and Promotional Civil Service examinations. The purpose of these examinations is to test the applicant's knowledge, skills, and abilities regarding the Fire Service. The final scores of these examinations will be utilized to determine an applicants final ranking and their ability to be interviewed for any potential openings should they occur.

The Respondent will accomplish the following tasks:

1. Meet with Human Resources and Fire Personnel to conduct Job Analysis

2. Develop and administer the following Promotional examinations, for example:
   - ❖ Entry-Level Firefighter (Written &/or Oral Examination)
   - ❖ Lieutenant (Written &/or Oral Examination)
   - ❖ Captain (Written &/or Oral Examination)
   - ❖ Battalion Chief (Written &/or Oral Examination)
   - ❖ Deputy Chief (Written &/or Oral Examination)
   - ❖ Assistant Fire Marshal (Written &/or Oral Examination)
   - ❖ Deputy Fire Marshal (Written &/or Oral Examination)
   - ❖ Others (As needed)

3. Meet with Human Resources and Fire Personnel to conduct Job Analysis
4. Develop and/or administer the examinations depending upon the type of exam ultimately selected.
5. Provide required reading lists for these examinations if applicable.
6. Develop and administer the Examinations.
7. Accommodation of special needs as outlined by the Uniform Guidelines on Employee Selection Procedures, Americans with Disabilities Act (ADA), EEOC guidelines and the American Psychological Association.
8. Score the examination providing the Civil Service/Human Resources Director or the Civil Service Assistant Director of Human Resources with results in a Microsoft Excel Format.
9. Shall provide an overall timeline for assessments of all candidates which must be completed within 1-3 weeks.
10. Provide the panel members for the oral and simulation portions of the examination if applicable.
11. Provide detail on your validation methodology and be consistent with the objective of the general validity standards set forth in the EEOC Guidelines.
12. Proved information on how the City will access scoring results and how the proposer performs all grading (providing scoring system information), statistical analysis, and computer processing necessary for the City to establish a final list
13. Provide your method of handling disputes from applicant results and the timeframe for which this process is permissible.
14. Demonstrate the ability to provide sample exams and information around handling cheating and test security.
15. Eligible proposers must be able to deliver services within the geographic boundaries of the City of Waterbury.
16. Test security procedures will include verifying the identity of each candidate by using government-issued identification and digitally photographing each candidate with their cooresponding name. The digital photographs of each candidate, along with their cooresponding names, will be provided to the Human Resources department following each test.

D. Agreement Period

The agreement period for the contract resulting from this RFP is anticipated to be 365 days with three (3) one-year options to extend at the City's sole discretion.

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 March 27, 2026**. 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 31, 2026, 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 purchase order resulting from this RFP will be managed by the Director of Human Resources or the Assistant Director of Human Resources located in the Civil Service Office.

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 ***(90)*** 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 **4** 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 **11:30 AM on April 9, 2026. 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. McCaffrey, 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.
   g. Client References

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. For **each** item listed in Section B- 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. For **each** item listed in Section C. - Scope of Services, please describe the approach that would be generally followed in undertaking these tasks.
   c. Test-Taking Security Measures. Please describe the protocol and procedures your firm employs to prevent cheating, as well as those procedures to be followed should a candidate be suspected of or caught cheating during the exam.d. 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 price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section 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 sealed in a separate envelope marked "Confidential: Cost Proposal".

The City of Waterbury is requesting pricing for each examination service as per the Scope of Work outlined in Section C, for each year service is provided.

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 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 NOT APPLICABLE

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

i. 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 Public Act 23-204 and Public Act 25-168.. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the

total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. 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 https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

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.

O. Bid Bond NOT APPLICABLE

Each Proposal with a total cost greater than $50,000.00 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.

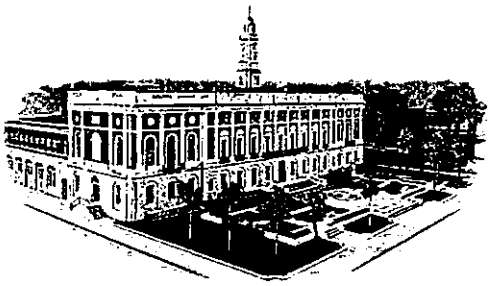
P. Performance/Payment Bonds NOT APPLICABLE

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.

Q. Prevailing Wages NOT APPLICABLE

As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to **Attachment F** – Wage Rate Documentation.

CITY OF WATERBURY, CONNECTICUT



ENTRY LEVEL AND PROMOTIONAL FIRE DEPARTMENT CIVIL SERVICE TESTING SERVICES

FOR THE

CITY OF WATERBURY, CONNECTICUT

RFP # 8686

Submitted to:

Mr. Kevin McCaffery Director of Purchasing City of Waterbury
235 Grand Street Room #103
Waterbury, CT 06702

Morris & McDaniel, Inc.

Management Consultants

David M. Morris, Ph.D., J.D., MBA, President

950 N Washington Street, Suite 504 Alexandria, VA 22314 • Telephone: (703) 836-3600
contact@morrisandmcdaniel.com •• Facsimile: (703) 836-4280

Table of Contents

Cover Letter 1

Section 1 — Proposer Information 3

a. Firm Name
b. Permanent Main Office Address
c. Date Firm Organized
d. Legal Form of Ownership
e. Years Engaged Under Present Name
f. Principal Members of the Organization
g. Client References *(Proprietary & Confidential*

Section 2 — Experience, Expertise, and Capabilities 3

a. Philosophy Statement and Business Focus
b. Summary of Relevant Experience
c. Personnel Listing
   - Project Organizational Chart & Table
d. Conflict of Interest

Section 3 — Statement of Qualifications and Work Plan 16

a. Qualifications 16

1. Experience and Expertise
2. Proven Track Record with Municipal Governments
3. Knowledge of Federal and State Laws
4. Professional Liability Insurance

b. Work Plan *(Proprietary & Confidential)* 17

Study Objectives
Step 1: Project Planning Session
Step 2: Review Existing Job Analysis Data and Relevant Literature
Step 3: Conduct Job Analysis
Step 4: Recommend Exam Plan and Reading Lists
Step 5: Examination Schedule
Step 6: Assist with Announcement
Step 7: Candidate Orientation Sessions
Step 8: Develop and Administer Examinations
Step 9: Test-Taking Security Measures
Step 10: Assessor Selection and Training
Step 11: Scoring, Adverse Impact Analysis, and Final List
Step 12: Candidate Review, Appeal, and Feedback
Step 13: Maintain Validation Data

Table of Contents Cont'd

Step 14: Continuous Recruitment and Assessment *(Optional)*

Timeline of Tasks — Promotional Processes Gantt Chart (18-Week Duration)

c. Test-Taking Security Measures **21**

d. Services Expected of the City **21**

Section 4 — Cost Schedule *(Submitted Under Separate Sealed Cover)* **23**

Section 5 — Failure to Complete Work, Default, and Litigation **24**

Section 6 — Exceptions and Alternatives **25**

Section 7 — Additional Data **26**

History of the Firm
What Differentiates Morris & McDaniel

Required Forms **27**

Appendices **28**

- Appendix A — Release by the City of New York (NYPD/FDNY Sole Consultant Designation)
- Appendix B — DCAS A+ Rating of Morris & McDaniel's Services
- Appendix C — Professional Staff Resumes and Licenses
- Appendix D — Order by U.S. District Judge Walter J. Gex, III (Mississippi Highway Patrol)
- Appendix E — "Recruiting a Diverse Firefighting Force" — Rochester Fire Department Case Study
- Appendix F — Myers and Morris Case Study on Assessment Centers

Morris & McDaniel
Management Consultants

950 N. Washington Street, Ste. 504
Alexandria, VA 22314
Telephone: 703-836-3600
Fax: 703-836-4280
www.morrisandmcdaniel.com

COVER LETTER

April 9, 2026

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Re: Request for Proposal #8686 – Fire Department Civil Service Testing

Dear Mr. McCaffery:

On behalf of Morris & McDaniel, Inc., we are pleased to submit this proposal in response to the City of Waterbury's Request for Proposal #8686 for the development and administration of Entry-Level and Promotional Fire Department Civil Service Examinations. We are confident that our firm's more than 50 years of uninterrupted experience in public safety testing makes us uniquely qualified to serve the men and women of the Waterbury Fire Department and the City's Department of Human Resources.

Morris & McDaniel has built its national reputation on one principle: delivering legally defensible, psychometrically sound, and job-relevant examinations for fire and police departments across the United States. We have successfully developed and administered examinations for every rank contemplated in this RFP Entry-Level Firefighter, and Promotional; Lieutenant, Captain, Battalion Chief, Deputy Chief, Fire Marshal, and Deputy Fire Marshal for departments ranging from small municipalities to major metropolitan agencies. Our examinations are grounded in thorough job analyses, validated in strict compliance with the Uniform Guidelines on Employee Selection Procedures (UGESP) and EEOC Guidelines, and consistently withstand legal scrutiny.

We understand that the City of Waterbury's Civil Service Rules, Regulations, and Ordinances, as well as the applicable collective bargaining agreement, govern this engagement. Our team has extensive experience operating within the framework of civil service systems and labor agreements, and we are fully prepared to coordinate directly with the Department of Human Resources and Fire Department leadership to conduct comprehensive job analyses, develop appropriate written and oral examination components, administer the examinations securely, and deliver scored results to the Civil

Service/Human Resources Director in Microsoft Excel format all within the 1-to-3-week timeline required by the City.

Test security is a cornerstone of everything we do. Our protocols include government-issued identification verification, digital photography of each candidate, chain-of-custody controls for all test materials, proctor training, and documented procedures for addressing suspected or confirmed cheating. The digital photographs and corresponding candidate names will be delivered to the Human Resources Department following each examination, in full compliance with the City's specifications.

Our firm is fully insured and will provide certificates of insurance in accordance with the requirements set forth in Attachment D of this RFP, including General Liability, Professional Liability/E&O, Automobile Liability, Workers' Compensation, and Excess/Umbrella coverages at the limits specified. All coverages will name the City of Waterbury as an Additional Insured on a primary and non-contributory basis, as required.

We accept all terms and conditions of RFP #8686 and are committed to adhering to all applicable City of Waterbury Civil Service Rules, Regulations, Ordinances, and the collective bargaining agreement. Our proposal will remain valid for a period of ninety (90) days from the submission deadline.

The City of Waterbury and its firefighters deserve an examination process that is fair, transparent, and built on sound professional standards. Morris & McDaniel stands ready to deliver exactly that. We are enthusiastic about the opportunity to continue to serve the Waterbury Fire Department and are prepared to begin immediately upon contract award.

Respectfully submitted,

David M. Morris, Ph.D., J.D.
President

Joseph F. Nassar, M.P.A.
Vice President

SECTION 1. PROPOSER INFORMATION

a. **Firm Name** Morris & McDaniel, Inc.

b. Permanent Main Office Address 950 N. Washington Street, Suite 504, Alexandria, VA 22314 Telephone: (703) 836-3600 | Fax: (703) 836-4280
contact@morrisandmcdaniel.com

c. Date Firm Organized Morris & McDaniel, Inc. was founded in 1976.

d. Legal Form of Ownership Morris & McDaniel, Inc. is a corporation incorporated in Virginia.

e. Years Engaged Under Present Name 49 years.

f. Principal Members of the Organization

- **Dr. David Morris, Ph.D., J.D.** – President; Project Director/Principal Project Leader. Holds a Ph.D. in Psychology (I/O Psychology) and a Juris Doctorate in Law with professional experience in Title VII employment law.
- **Joseph F. Nassar, M.P.A.** – Vice President; Project Coordinator. Holds a Master's in Public Administration and a B.S. in Criminal Justice.
- **Roger H. McMillin, J.D.** – Vice President of Operations; Project Controller. Retired Chief Judge, Mississippi Court of Appeals.
- **Dr. Lana Whitlow, Dr. Mark Mincy, Kimberly Anderson, M.S., Judith Thompson, M.Ed.** – Senior Staff Consultants.
- **Molly McDonald, Elizabeth Wilson, B.A.** – Staff Consultants.

g. Client References

CLIENT REFERENCES AND PROFESSIONAL EXPERIENCE IN PROVIDING SIMILAR CONSULTING SERVICES

We claim as confidential by virtue of being a "trade secret" as defined by the following information:

Note: Morris & McDaniel, Inc. does not wish to disclose our firm's protective service clients outside the scope of the proposal review by the proposal decision- makers in the City of Waterbury and the Waterbury Fire Department.

The information in this section is proprietary and confidential – Pages 3-5.

STAMFORD FIRE DEPARTMENT, STAMFORD, CONNECTICUT
888 Washington Blvd – Stamford, CT 06904
Contact: Rosemarie Frager, Human Resource Manager, 203-977-4068, rfrager@stamfordct.gov
Services Provided from 2015 - Present:
Entry-Level Firefighter: Conducted Transportability Study, developed, validated, and scored an entry-level firefighter written test, Candidate Profile Summary for Firefighters, Structured Oral Process, and vetting interview.
Fire Lieutenant: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises, and 2nd Review.
Fire Captain: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises, and 2nd Review.
Fire Marshal: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises, and 2nd Review.
Assistant Fire Marshal: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises, and 2nd Review.
Deputy Fire Marshal: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises, and 2nd Review.
Deputy Fire Chief: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises, and 2nd Review.

AUSTIN FIRE DEPARTMENT, AUSTIN, TEXAS
7537 Cameron Road – Austin, TX 78752
Contact: *Battalion Chief Bob Nicks, Union Representative Local 765 IAFF, 512-217-3474, bob_nicks@yahoo.com*
Services Provided from 2013 - Present:
Entry-Level Firefighter: Conducted Transportability Study, developed, validated, and scored an entry-level firefighter written test, Candidate Profile Summary for Firefighters, and Structured Oral Process.
Battalion Chief: Conducted job analysis, developed, validated, and scored written knowledge examinations and performance-based assessment exercises.
Fire Captain: Conducted job analysis, developed, validated, and scored written knowledge examinations and performance-based assessment exercises.
Fire Lieutenant: Conducted job analysis, developed, validated, and scored written knowledge examinations
Fire Specialist: Conducted job analysis, developed, validated, and scored written knowledge examinations.

PALM BEACH COUNTY FIRE RESCUE and EMS, WEST PALM BEACH, FLORIDA
405 Pike Road, West Palm Beach, FL 33411
Contact: *Deputy Fire Chief Kimberly Hude, 561-616-6923, krhude@pbcgov.org*
Services Provided from 2018 - Present:
Battalion Chief: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises.
Fire Captain: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises.
Fire Lieutenant: Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises.
Entry-Level Firefighter - Conducted job analysis and administered an Structured Oral Process (SOP)

OXNARD FIRE RESCUE DEPARTMENT
360 W 2nd St, Oxnard, CA 93030
Contact: *Doug Stuart, Training Chief, doug.stuart@oxnard.org, 805-385-7709*
Services Provided from 2017 - Present:
Entry-Level Firefighter (Physical Abilities Testing): Conducted job analysis, developed, validated, and scored a written test and performance-based assessment exercises.
Fire Captain: Conducted job analysis, developed, administered, and scored a written examination and a performance-based assessment exercise.
Fire Battalion Chief - Conducted job analysis, developed, administered, and scored a written examination and a performance-based assessment exercise.

Our information claimed as proprietary and confidential ends here.

SECTION 2. EXPERIENCE, EXPERTISE, AND CAPABILITIES

b. Philosophy Statement and Business Focus

Philosophy Statement: Our philosophy is guided by an in-depth understanding of our clients and their environment. Our emphasis is not limited to developing and conducting valid assessment procedures it includes establishing sound procedures and consistent methodologies based upon examination of the underlying rationale of the system and the needs it serves. This "business approach" places emphasis on timely involvement of our principals in all aspects of the project. We recognize the importance of open and timely communication between personnel psychologists and their clients.

Business Approach: The City of Waterbury and Waterbury Fire Department are seeking an outside consultant to develop and administer both entry-level firefighter and promotional examinations for the ranks of Lieutenant, Captain, Battalion Chief, Deputy Chief, Assistant Fire Marshal, Deputy Fire Marshal, and others as needed. Morris & McDaniel, Inc. can accomplish these goals. We offer valid, fair, and legally defensible processes that will:

- Provide a high degree of validity
- Have a direct job relationship
- Provide highly qualified candidates
- Minimize adverse impact and produce a diverse pool of candidates

Business Focus: Morris & McDaniel, Inc. was founded in 1976 and has been full-time in the business of Industrial and Organizational Psychology ever since, including the development, scoring, administration, validation, and defense of entry-level and promotional examinations for public safety occupations.

b. Summary of Relevant Experience

All projects were completed on time and within the allotted budget.

Prior City of Waterbury Contracts: Morris & McDaniel has performed four (4) fire and police testing contracts for the City of Waterbury: Fire Chief (2019); Deputy Fire Chief, Battalion Chief, and Captain (2020); Fire Lieutenant and Captain (2021); and Entry-Level Police Officers (2021). These projects were conducted under the direction of Scott Morgan, Human Resources Director, City of Waterbury.

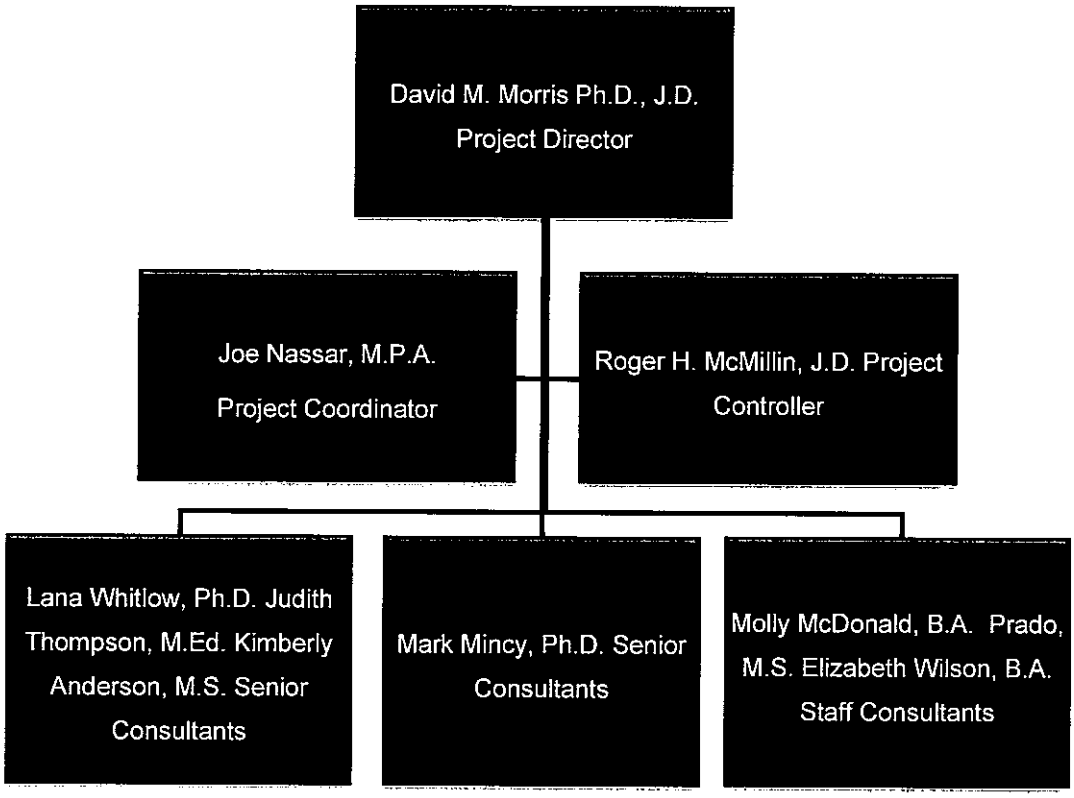
c. Personnel Listing

Project Team:

Morris & McDaniel currently employs 27 full-time staff. The staff members below will be responsible and will assist with this project. Their full resumes can be found in Appendix C. Our staff will work as a team to complete the tasks required by the City and the

Waterbury Fire Department. The personnel presented in the following paragraphs have successfully worked together as a team in similar roles as those listed below to complete projects with similar scopes of work for various fire departments, including but not limited to

Project Organizational Chart



Brief Biographies

DAVID M. MORRIS, PH.D., J.D.

Dr. David M. Morris, President of Morris & McDaniel, Inc., has his Doctorate of Philosophy in Psychology, with licensing in Industrial/Organizational (I/O) Psychology, and his Juris Doctorate. Dr. Morris has held academic position and has taught courses in industrial and related areas of psychology. He has conducted psychological testing research for both public and private sector clients for over three decades. He has pioneered the development and use of innovative techniques and alternatives to traditional paper and pencil tests.

Dr. Morris' dual career as an I/O psychologist and attorney gives him a unique perception of Title VII and the development of personnel procedures. There are probably fewer than ten persons in the country licensed to practice both I/O psychology and law. His forte is building legal defensibility into the design of the personnel system.

In January 2015, Dr. Morris was asked to assist the World's newest democracy, South Sudan, in strengthening their police. South Sudan National Police Service (SSNPS) requested our assistance knowing that a stronger police was essential to strengthen their internal security. Dr. Morris and Tom Fuentes, VP of International Affairs, went to South Sudan and provided the newest scientific procedures to improve the examination and vetting of candidates for police officers for the South Sudan National Police Service (SSNPS). They assisted in screening and vetting all candidates for police officers.

In 2007, Dr. Morris completed a project in Baghdad, Iraq, where he led a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Dr. Morris developed and translated the American version of a highly successful entry-level police test into Arabic. This test is the National Police Test and tested over 70,000 Iraqi civilians. Successful test candidates enter the Police Academy for training.

In 1986, Dr. Morris was invited to give the annual Division 14 APA Seminar on the relationship of personnel selection and the law. Presenters of such seminars are by invitation only, and an invitation to conduct such training indicates the Society of Industrial/Organizational Psychology recognizes these individuals as having exceptional credentials in this area. The title of Dr. Morris' seminar was "Building EEO Legal Defensibility into Selection and Assessment Procedures."

Dr. Morris has served as Project Director for assessment centers used in the public as well as private sectors. These projects involved conducting job analyses and developing and administering written tests, assessment centers, oral boards, tactical exercises and structured interviews. Dr. Morris documented the required linkages to the job analysis results including appropriate weighting of performance dimensions. In many instances, because of the large number of candidates, innovations were used which included video-based situational exercises, multiple-choice formatted management exercises, and sometimes extensive use of video recordings to ease the administrative burdens

associated with the use of assessors and large numbers of candidates.

Since 1976, Dr. Morris, as principal of the firm, has an extensive background in the development and administration of written test and performance-based assessment center procedures, assessor training sessions which includes monitoring of the scoring process, candidate orientation training sessions, Angoff procedures for setting cut-scores, developing and conducting a Second Review® Process (Appeal/Review) by test candidates, serving as an arbitrator for protective services, and expert witness research and testimony.

Dr. Morris is a member of many professional associations including the American Psychological Association, Division 14 of APA, the International Public Management Association – Human Resources, the IPMA Assessment Council, the American Bar Association, and the American College of Forensic Psychology.

He has delivered training programs on "How to Conduct a Job Analysis," "Avoiding EEO Litigation," "EEO Defense," "Performance Appraisals," and "Professional Designs and Legal Aspects of Performance Appraisals." He has made numerous presentations at professional conferences, including such topics as "EEO Guidelines and Psychological Testimony" and "Getting the EEO Lightning Rods Out of Your Personnel Practices." In 1987, Dr. Morris was selected by Management Europe (the European affiliate of the American Management Association) to present innovations in management assessment techniques at their annual personnel convention in Brussels, Belgium. The American Management Association asked Dr. Morris to give a presentation on personnel selection and the law at their 61st annual conference in April 1990, in San Francisco. He was also invited to present a paper at the International Congress on Assessment Centers in Toronto in May of 1991 as well as in London, England in September 2006. Dr. Morris has been an invited speaker to the International Chiefs of Police (IACP) Conference on several occasions since 1986.

Dr. Morris founded the firm of Morris & McDaniel, Inc. and has been with the firm for over forty-nine (49) years.

JOSEPH F. NASSAR, M.P.A.

Joseph F. Nassar, Vice President of Operations and Senior Staff Consultant of Morris & McDaniel, Inc., holds a Master of Public Administration and a Bachelor of Science in Criminal Justice and has completed course work toward his Ph.D. in Public Policy and Administration. Mr. Nassar has served as Assistant Project Director and Senior Staff Consultant on public and private sector projects. His professional work experience includes job analysis, job evaluation, job evaluation audits and interviews, development and administration of valid written knowledge tests (entry-level examination and promotional) and performance-based exercises for use in assessment center and oral board procedures, organizational/management analysis, and development and administration of training programs. Mr. Nassar has also conducted candidate orientation sessions for test candidates and worked with Subject Matter Experts (SMEs) in written test and performance-based assessment exercise development and editing for content and correct of test question or assessment exercises, written test and

performance-based assessment administration, assessor training, monitoring of the scoring process by assessors, and conducting a Second Review® Process (Appeal/Review) by test candidates.

Mr. Nassar has professional experience in selection and promotional assessment procedures (job analysis, performance-based exercise development, administration, scoring, and monitoring) for jurisdictions and organizations, such as: Boston Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective and assessment centers for the ranks of Captain, Lieutenant and Sergeant); San Antonio Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective-Investigator and performance-based exercises for the ranks of Captain and Lieutenant); Massachusetts State Police (written knowledge tests and performance-based exercises for the ranks of Captain, Lieutenant and Sergeant); Norfolk Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Corporal, and assessment centers for the ranks of Captain, Lieutenant, and Sergeant); U.S. Secret Service (assessment center process for the rank of Captain); Palm Beach County Sheriff's Department (written tests and assessment centers for the Law Enforcement and Correction ranks of Lieutenant and Sergeant); Philadelphia Police Department (written knowledge tests and structured oral board for entry-level police recruit candidates); Jacksonville Sheriff's Department (written tests and assessment centers for the ranks of Lieutenant and Sergeant); Kansas City Fire Department (written knowledge tests for the ranks of Battalion Fire Chief, Captain, Lieutenant, and Fire Apparatus Operator, assessment center for the rank of Battalion Fire Chief, and structured oral board for entry-level firefighter recruit candidates); Norfolk Fire Department (written tests and assessment centers for the ranks of Battalion Fire Chief, Fire Captain, and Fire Lieutenant); and Akron Fire Department (assessment centers for the ranks of Captain and Lieutenant and entry-level firefighter recruit candidates).

Mr. Nassar has been with the firm of Morris & McDaniel, Inc. for over forty-eight (48) years.

ROGER H. MCMILLIN, JR., J.D.

Judge McMillin recently retired from his position as Chief Judge of the Court of Appeals of the State of Mississippi. Judge McMillin served on the Court of Appeals from 1995 until his retirement in April 2004. He served as Chief Judge for over half of his tenure on the Court. Judge McMillin joined the firm of Morris & McDaniel in May 2004 as General Counsel and Vice President for Operations.

From 2004-2007, Judge McMillin spent the majority of his time on the ground in Baghdad, Iraq, where he headed a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Morris & McDaniel developed and translated the American version of its highly successful tests into Arabic and submitted the translated version to a panel of experts to verify translation accuracy and to probe the tests for cultural or social concerns that had to be addressed before the test was administered. Over 70,000 Iraqi civilians have been tested using our firm's test instrument. Successful test candidates enter the Police

Academy for training.

As Chief Judge of the Court of Appeals, Judge McMillin gained invaluable experience in administering large and complex operations where the timely achievements of were critical to the success of the organization. As Chief Operations Officer for the Police Screening Project, Judge McMillin will be able to utilize his administrative skills to see that the various aspects of the project remain on track and that all critical deadlines are met.

LANA PRUDHOMME WHITLOW, PH.D.

Dr. Whitlow, Vice-President and Lead Psychometrician, holds a Doctorate of Philosophy in Psychology from Southern California University for Professional Studies. She obtained a Master of Science degree in Counseling Psychology, with concentration in psychometrics, from the University of Southern Mississippi and received her Bachelor of Science degree in Psychology at Louisiana State University. While at LSU, Dr. Whitlow assisted senior professors in research, data collection and statistics. Her graduate work included an assistantship to a tenured professor requiring undergraduate teaching, research for the Department of Psychology chairman, data analysis as well as psychometrics. Dr. Whitlow's doctoral dissertation was an original study of the application of an independent work ethic dimension to the success rate within law enforcement personnel. She holds membership in the Academic Honor Societies of Gamma Beta Phi and Psi Chi and is a professional member of American Psychological Association and Louisiana Psychological Association.

Dr. Whitlow's responsibilities for Morris & McDaniel, Inc., are diverse. While she heads the Marketing Division, Dr. Whitlow also conducts all psychological screening of police applicants for our clients in the Greater New Orleans area as well as all executive management assessments for our private New Orleans area clientele. Dr. Whitlow has extensive experience in interviewing and testing and has served as an expert witness for law enforcement testing for selection.

Prior to joining Morris & McDaniel, Inc., Dr. Whitlow held the position as primary psychometrician for two psychological practices as well as neuropsychological assessor for several New Orleans hospitals.

Dr. Whitlow has been with Morris & McDaniel, Inc., since 1990.

MARK D. MINCY, PH.D.

Mr. Mark Mincy, Senior Staff Consultant of Morris & McDaniel, Inc., has a master's degree in Industrial/Organizational (I/O) Psychology from the University of Arkansas at Little Rock and he holds a Bachelor of Science degree in Psychology with a minor in General Science from the University of Central Arkansas. He has his PhD in Industrial/Organizational Psychology from the University of Southern Mississippi. He holds memberships in the Society for Industrial and Organizational Psychology, American Society for Training and Development, International Society for Performance Improvement, American Psychological Association, Society for Human Resource

Management, Psi Chi (National Honor Society in Psychology), and the Deming Institute for Quality.

Prior to joining Morris & McDaniel, Inc., Mr. Mincy worked as a Consultant for the Center for Applied Organizational Studies where he assisted in the development of a person-organization fit instrument to be used in employee selection, conducted various job analyses, developed, analyzed, and made improvements to administrative as well as developmental performance appraisal systems (360-degree feedback system), developed, conducted, statistically analyzed, and presented results from organizational surveys for organizations ranging in size from 10 to 10,000 employees. He also assisted in the development of several training programs in both the public and private sector.

While at USM and UALR, Mr. Mincy assisted senior professors in research and data collection. His graduate work included teaching undergraduate courses such as Statistics, Ethics, and Introductory Psychology. In addition, it included diverse research projects involving employee attitude surveys, personality studies, and developing various survey instruments.

Since joining he has become involved with developing competency models, the development of employee examination tests for use in China, and the development and validation of various Entry-Level and promotional tests and performance-based assessment exercises for such jurisdictions as the Kansas City Fire Department, Boston Police Department, Palm Beach Sheriff's Office, Jacksonville Sheriff's Office, and the City of Norfolk, Virginia. Mr. Mincy has considerable experience conducting candidate orientation sessions, working with the SMEs in the development and review of written test and performance-based exercises, written test and performance-based assessment administration, conducting assessor training and monitoring of the scoring process by assessors, and conducting a Second Review® Process (Appeal/Review) by test candidates.

KIMBERLY N. ANDERSON, M.S.

Kimberly Anderson, Vice-President of Operations of Morris & McDaniel, Inc., holds a Master's of Science degree in Counseling Psychology with an emphasis in Psychometrics and a Bachelor of Arts degree in Journalism with an emphasis in Public Relations and minors in English and Psychology.

During her tenure at Morris & McDaniel, Ms. Anderson has worked with numerous police departments, fire departments, sheriff's offices, and correctional facilities. To date, Ms. Anderson has conducted job analyses for over 800 public sector job titles and specializes in working with subject matter experts in job observations and test and exercise review meetings. Ms. Anderson has administered written tests and performance-based assessment exercises for police, fire, sheriff, and correction organizations, conducted assessor training, and monitored scoring procedures by assessors. Over the past few years, she has worked with clients such as Kansas City, Missouri Fire Department, the State of New Jersey, Memphis Fire Department, Norfolk Fire Department, Metropolitan Nashville Police Department, San Antonio Police Department, Jacksonville Police Department, Palm Beach County Sheriff's Department, Orange County Fire Rescue,

Austin Police Department, and the United States Park Police.

Ms. Anderson has also served in a training capacity for our private sector clients. Currently, she participates in Morris & McDaniel's International Police Assessment Screening Committee (I.P.A.S.). The mission of the committee is to seek out and identify contacts in likely markets for our police testing services that have been successfully used by the Iraqi Police Service. While at Morris & McDaniel, Inc., Ms. Anderson has participated in other special projects such as organizational and validation studies.

Ms. Anderson has been with Morris & McDaniel, Inc., since 2000.

JUDITH THOMPSON, M.ED.
Judith Thompson, Vice-President of Psychometric Services and Licensed Psychometrist holds a Master of Education in Psychometry and a Bachelor of Science degree in Elementary Education with areas of concentration in Diagnostic Reading and Fine Arts. Ms. Thompson has conducted educational testing and consulting and has taught courses in related areas of psychology. She holds membership in the National Association of Psychometrists.

While at Morris & McDaniel, Ms. Thompson has worked with numerous police departments, fire departments, sheriff's offices, correctional facilities, state departments, as well as private sector clients. Ms. Thompson has participated in all phases of test and exercise development for both entry-level and promotional processes, including job analysis; test and exercise construction, review, and administration; assessor training and scoring of assessment center exercises; and validation and technical report writing for clients.

Ms. Thompson has participated in a Validation Study for the San Antonio Police Department; job analysis study development and validation of written test and assessment exercises for the ranks of Battalion Chief, Captain and Lieutenant for the Kansas City, Missouri, Fire Department; Law Enforcement and Correction Lieutenant and Sergeant for the Palm Beach County Sheriff's Office; Sergeant and Captain for the United States Park Police; Detective, Captain, Lieutenant for the San Antonio Police Department; Fire Battalion Chief, Captain, and Lieutenant for the Norfolk Fire Department; and various other clients. Ms. Thompson has also participated in a number of organizational studies including clients such as Mississippi Department of Human Services and San Antonio Police Department. Ms. Thompson also conducts statistical analyses of data and writes technical reports for clients. Ms. Thompson also conducts psychological evaluations for the Jackson, MS Airport Authority, Bastrop, Louisiana Police Department, and Memphis Fire and Police Departments.

Ms. Thompson has been with Morris & McDaniel, Inc., since 2000.

MOLLY C. MCDONALD, B.A.
Molly McDonald, Director of Testing Services of Morris & McDaniel, Inc. holds a Bachelor of Arts degree in Political Science with a minor in English.

Ms. McDonald served as assistant project manager of the Mississippi State Personnel Board Quality Workforce Initiative Project, conducting job analyses for over 500 public sector jobs. In addition to conducting job analyses through technical conferences, this project involved developing competency models for state employees, updating and validating state job descriptions for ADA and EEOC compliance, and writing technical validation reports.

Ms. McDonald is currently in charge of several aspects of the Criminal Justice Basic Abilities certification tests for Law Enforcement and Correctional Officers for the Florida Department of Law Enforcement. She supervises the production of all testing materials; maintains all electronic records pertaining to the contract; participates in data compilation and organization for statistical reports; maintains good business relationships with clients; and ensures compliance with contract requirements.

While at Morris and McDaniel, Inc., Ms. McDonald has participated in the areas of job analysis, validity, and competency development. Ms. McDonald has also participated in the development, administration, and scoring of entry-level and written, knowledge-based exams for several government agencies and private sector organizations, as well as in the development and administration of performance-based assessments for various police and fire departments. In the past, she has worked with clients such as Winston-Salem Police Department, Kansas City Fire Department, Norfolk Police Department, Norfolk Fire and Rescue, Memphis Fire Department, Palm Beach County Fire-Rescue and Sheriff's Office, Metropolitan Nashville Police Department, University of Texas at Houston Police Department, Orange County Fire Rescue, Tucson Police Department, and Mississippi Highway Patrol.

Ms. McDonald has been with Morris & McDaniel, Inc. since 2003.

ELIZABETH WILSON, B.A.

Elizabeth Wilson, Vice-President of Contract Performance & Client Services of Morris & McDaniel, Inc. holds a Bachelor of Arts degree in Biology with a dual Bachelor of Arts degree in Psychology.

While at Morris & McDaniel, Inc. Ms. Wilson has participated in the areas of job analysis, validity, and competency development. She has spent time working with subject matter experts in job observations and written test and assessment center exercise development and review meetings. Ms. Wilson has also participated in the administration of written knowledge-based tests and assessment centers for police and fire organizations across the country. She has worked with clients such as Jackson Fire Department, Orange County Fire Rescue Department, Houston Fire and Police Department, University of Texas Police Department at Houston, New Haven Fire Department, Richmond Police Department, Maryland Park Police, Austin Police Department, Colorado Springs Police Department, Norfolk Police Department, Norfolk Fire Rescue Department, Kansas City Fire Department, District of Columbia Fire and EMS Department, Atlanta Fire Department, and the Mississippi Highway Patrol.

Ms. Wilson has been with Morris & McDaniel, Inc. since 2010.

Project Organizational Table

Professional Staff	Individual Tasks
David M. Morris, Ph.D., J.D. Project Director and President	Responsible for the overall design of the examination plan; specific design and quality of the Job Analysis and the instruments used; design of the examination plan; design of the multiple-choice test and performance-based exercises; candidate orientation; performance-based assessment administration; assessor training; monitoring scoring activities; overseeing any reports generated and providing legal assistance, as necessary.
Joe F. Nassar, M.P.A. Project Coordinator and Vice President	Responsible for ensuring that project elements are performed in a timely manner and coordinated with the appropriate parties; assisting with job analyses; written test and performance-based assessment development and administration; assessor recruitment, assessor liaison, assessor training; and monitoring scoring activities.
Roger H. McMillin, J.D. Project Controller and Vice President of Operations	Overseeing contractual and legal issues. Performance-based assessment administration; monitoring scoring activities; written test and performance-based assessment development and administration; assessor training; and monitoring scoring activities.
Lana Whitlow, Ph.D. Senior Staff Consultant Judith Thompson, M.Ed. Vice President of Psychometric Services	Assisting with quality of test instruments and any reports generated.
Mark Mincy, Ph.D. Senior Staff Consultants	Assisting with the job analysis; designing the logistics of the performance-based exercises, i.e., the sequence and timing of candidate and assessor events; overseeing development and administration of performance-based exercises; review of written tests and performance-based exercises; and conducting all statistical analyses.
Kimberly Anderson, M.S. Vice President of Operations	Data collection for the job analysis; Developing announcements; development and finalization of written tests; development of performance-based exercises; component reviews with SMEs and incorporating changes; proctor written tests; assist with appeals; performance-based assessment administration; and score reporting.
Molly McDonald, B.A. Director of Testing Services Elizabeth Wilson, B.A. Vice-President of Contract Performance and Client Services	Data collection for the Job Analysis; Review of performance-based exercises; performance-based assessment administration; score reporting; and reports.

d. Conflict of Interest

Not Applicable — Morris & McDaniel has no conflict of interest with the City.

SECTION 3. STATEMENT OF QUALIFICATIONS AND WORK PLAN

a. Qualifications

1. Experience and Expertise There are few firms that can match our depth of experience in developing valid, legally defensible, and fair tests for protective service and public safety organizations. We have developed combinations of written tests, performance-based assessment centers, structured interviews, and training and experience ratings for numerous law enforcement, corrections, and fire departments across the country. We have assessed from 10 to 6,000 candidates at one time.

Dr. Morris has been recognized by the profession of Industrial/Organizational Psychology as "an authoritative source in designing personnel systems which emphasize legal fairness and legal defensibility." He has served as an expert witness in Federal Court on numerous occasions, primarily in Title VII cases.

2. Proven Track Record with Municipal Governments Morris & McDaniel is considered by many to be the leading firm in the nation for solving diversity issues for large protective services. Notable examples include:

- **New Haven, CT:** After the Supreme Court ruling in *Ricci v. DeStefano*, Morris & McDaniel redesigned the fire promotional testing process. Since 2015, testing shows no statistical differences in the pass rate of white and minority candidates.
- **Mississippi Highway Patrol:** Exceeded parity goals in nine separate administrations (2005–2020), ending protracted litigation dating to 1970.
- **Rochester, NY:** Achieved the most diverse candidate pool in the history of the Rochester Fire Department.
- **Memphis Fire Department:** After testing 1,000 candidates for three promotional ranks, the former Fire Chief stated it was the first time in 30 years with no litigation and excellent diversity.
- **Houston Fire Department:** Post-*Bazile* Court case redesign increased Black representation on the passing list by 208%.

3. Knowledge of Federal and State Laws Morris & McDaniel has given expert opinions in federal courts on the Uniform Guidelines on Employee Selection Procedures. Our principals have extensive experience in Title VII litigation and have developed and instructed seminars on the Uniform Guidelines for personnel directors in the public and private sectors. We fully understand and comply with: Uniform Guidelines on Employee Selection Procedures, Americans with Disabilities Act (ADA), EEOC Guidelines, Connecticut Civil Service Rules and Regulations, applicable collective bargaining agreement provisions, and SIOP Principles for Validation and Use of Personnel Selection Procedures (Fifth Edition, 2018).

4. Professional Liability Insurance Morris & McDaniel will provide the City with a Certificate of Insurance meeting all requirements specified in Attachment D of the RFP.

b. Work Plan

We claim as confidential by virtue of being a "trade secret" as defined by the following information:

The portion of our proposal that sets out the Proposed Methodology we would use to accomplish the objectives set out in the City's request. The rationale is that the description of our methodology is beyond question a compilation of information used in our business that was uniquely developed by our company and which provides a business advantage over those who do not know it; it also being a process or procedure used by our company "irrespective of novelty."

Note: Morris & McDaniel, Inc. does not wish to disclose our firm's methodology outside the scope of the proposal review by the proposal decision-makers in the City of Waterbuy and the Waterbury Fire Department.

The information in this section is proprietary and confidential - Pages 17-22.

STUDY OBJECTIVES

The goal of this project is to develop valid, defensible entry-level and promotional selection procedures for the Waterbury Fire Department, including Entry-Level Firefighter, and Promotional; Lieutenant, Captain, Battalion Chief, Deputy Chief, Assistant Fire Marshal, Deputy Fire Marshal, and others as needed. All assessment systems will be:

- Legally Defensible (Uniform Guidelines, Connecticut Civil Service Rules)
- Professionally Defensible (APA/SIOP Standards)
- Reliable and Valid
- Fair to all candidates
- Efficient and administratively feasible

STEP 1: PROJECT PLANNING SESSION

Within the first five (5) business days following contract award, Morris & McDaniel's project team will meet with City and Fire Department decision-makers to:

- Become acquainted with the organizational structure and management philosophy
- Identify all staff involved in or affected by the project
- Discuss and obtain reactions to proposed methodology
- Determine preferences and options for meeting project timelines

STEP 2: REVIEW EXISTING JOB ANALYSIS DATA AND RELEVANT LITERATURE

We will review existing job analysis data, job descriptions, job content questionnaires, training materials, and our firm's extensive library on these positions. A determination will be made regarding the adequacy of existing data to support the testing project.

STEP 3: CONDUCT JOB ANALYSIS

Dr. Morris has created a proprietary Technical Conference Job Analysis methodology that has proven extremely effective in maximizing the quality of job analytic data while minimizing time off the job for public safety professionals. This method saves clients thousands of dollars per testing cycle while producing a more legally defensible outcome.

Key steps include: job observations and ride-alongs; development of preliminary task and KSA lists; incumbent and supervisor review committees; task inventory rating; KSA identification, linking, and rating; and final documentation compliant with Uniform Guidelines and SIOP Principles.

STEP 4: RECOMMEND EXAM PLAN AND READING LISTS

Based on the Job Analysis, Morris & McDaniel will recommend the appropriate examination plan for each tested rank. For entry-level, our proposed components include:

- **Reading Ability Procedure (RAP):** Short pass/fail reading ability screen (~20 minutes)
- **Entry-Level Firefighter Study Guide:** Sample questions, accessible online or in hard copy
- **Entry-Level Test for Fire (ELT):** Part One assesses cognitive abilities; Part Two addresses non-cognitive/personality dimensions (work ethic, integrity, service orientation)
- **Structured Oral Process (SOP):** Candidates are video-recorded responding to standardized situations; trained raters score responses on job-related dimensions
- **In-House Oral Interview Board:** Final assessment step conducted by a diverse trained panel of Waterbury Fire Department supervisors

For promotional ranks, components will include, as supported by the Job Analysis:

- Written knowledge examination (100 items, closed book, four-option multiple choice)
- Oral examination/performance-based exercises (in-basket, situational exercises, subordinate counseling, oral presentation, tactical exercise)
- Candidate Profile Summary / Professional History Portfolio (where appropriate)

Reading lists will be provided to the City based on Job Analysis results, identifying internal policies, procedures, general orders, and external reference materials relevant to each rank.

STEP 5: EXAMINATION SCHEDULE

Morris & McDaniel will work with the Fire Department and City decision-makers to prepare an examination schedule. Per the RFP, our overall timeline for assessments of all candidates will be completed within 1–3 weeks. A detailed Gantt Chart will be developed in coordination with City/Department staff.

STEP 6: ASSIST WITH ANNOUNCEMENT

Morris & McDaniel will assist in developing the exam announcement, including the reading list, application procedures, eligibility guidelines, examination overview, orientation session dates, and overall process timeline.

STEP 7: CANDIDATE ORIENTATION SESSIONS

Morris & McDaniel strongly advocates for candidate orientation briefings to level the playing field, reduce anxiety, eliminate methodological variance, and reduce adverse impact. We will conduct multiple orientation sessions (approximately 2 hours each) accommodating all shift schedules, with a Q&A session recorded for subsequent distribution.

STEP 8: DEVELOP AND ADMINISTER EXAMINATIONS

For written examinations, Morris & McDaniel will provide all test booklets, answer sheets, test administrator's manuals, proctoring, and administration procedures. Results will be scanned and scored in our Scoring Center.

For oral examinations/assessment centers, Dr. Morris, Judge McMillin, and/or Mr. Nassar will be on-site throughout to supervise, administer, and proctor the assessment process.

All administrations will accommodate special needs as outlined by the ADA, EEOC Guidelines, Uniform Guidelines, and the American Psychological Association.

STEP 9: TEST-TAKING SECURITY MEASURES

Morris & McDaniel has never had a breach of test security in 46 years of operation. Our security protocols include:

- **Identity Verification:** Government-issued photo ID checked against registration roster for every candidate at check-in
- **Digital Photographing:** Each candidate will be digitally photographed with their corresponding name; photographs and a roster will be provided to the City's Human Resources department following each examination
- **Physical Observation:** Candidates are physically observed by trained proctors for the entire duration of each examination session

- **Staggered Sessions:** Morning and afternoon groups are kept separate until all candidates have completed; no candidate is released prior to the conclusion of all sessions
- **Security/Confidentiality Agreements:** All Subject Matter Experts (SMEs) participating in test development or review must sign Security/Confidentiality Agreements
- **Cheating Protocols:** Any candidate suspected of cheating will be immediately removed from the testing environment. The proctor will document the incident in writing, the candidate's materials will be collected and preserved, and the City's HR Director will be notified immediately. The matter will be referred to the City for disposition per Civil Service Rules. The candidate's examination will be flagged and withheld from scoring pending resolution
- **Encrypted Digital Delivery:** Final results are transmitted to the City via encrypted internet procedures

STEP 10: ASSESSOR SELECTION AND TRAINING

Morris & McDaniel will recruit, provide, and train a diverse panel of assessors for oral/simulation examination components. A panel of four (4) assessors will be provided for each exercise, with three (3) scoring each candidate. Assessor training will cover the history and principles of performance-based assessment, behavioral observation and recording, use of rater report forms, rating behavior by dimensions, practice exercises, and scoring procedures. Assessors will be rated on a 7-point scale (1–Poor to 7–Superior), converted to a 100-point scale.

STEP 11: SCORING, ADVERSE IMPACT ANALYSIS, AND FINAL LIST

Morris & McDaniel will perform: item analysis, item difficulty calculations, score distributions, standard error calculations, and statistical tests for adverse impact for all protected groups. Results will be provided to the City in Microsoft Excel format. An accompanying analysis will be submitted to the City's Human Resources Director, along with a certified statement attesting to the accuracy of results. The City may receive a rank-ordered list or banded scores, per its preference. Results will also be accessible via encrypted web portal.

STEP 12: CANDIDATE REVIEW, APPEAL, AND FEEDBACK

Morris & McDaniel has extensive experience developing model appeal procedures compliant with administrative law. For written examinations, candidates will be permitted to appeal questions immediately following the test, with the answer key available for review. Appeals will be resolved within a few days, and the final key released promptly. For oral examinations, individual written feedback will be provided to each candidate. The dispute resolution process will be consistent with requirements under Connecticut Civil Service Rules.

STEP 13: MAINTAIN VALIDATION DATA

Morris & McDaniel will compile and maintain all validation data in accordance with SIOP Principles, APA Standards for Educational and Psychological Testing, and the Uniform Guidelines on Employee Selection Procedures. A technical validation report will be prepared and provided to the City.

STEP 14: CONTINUOUS RECRUITMENT AND ASSESSMENT (Optional)

As an option for consideration, Morris & McDaniel offers a continuous recruitment and assessment program allowing the jurisdiction to test candidates on a regular basis rather than in a single administration. Research shows this model increases candidate quality and diversity while reducing program costs.

c. Test-Taking Security Measures

Morris & McDaniel employs a comprehensive, layered security approach:

- Government ID verification and digital photographing of all candidates, with photos provided to Human Resources following each test
- Continuous physical proctoring for the entire examination
- Staggered start times to prevent communication between groups
- SME confidentiality agreements
- Encrypted digital transmission of results
- Clear written protocols for suspected cheating, including immediate removal, documentation, evidence preservation, and City notification

In 49 years of operation, Morris & McDaniel has never experienced a breach of test security.

d. Services Expected of the City

- Providing facilities for all candidate orientation sessions and assessment procedures
- Reasonable access to approved Subject Matter Experts (SMEs) in the Fire Department
- Providing current job task analyses, general orders, performance standards, and training materials
- Videotaping of the first candidate orientation session for playback at subsequent sessions
- Sufficient personnel to assist with proctoring, ADA accommodations, and set-up/break-down of video equipment for the Structured Oral Process
- Adherence to mutually developed project schedules

Time Schedule

The Gantt chart on the following page represents a sample timeline of events for the testing ranks.

TIMELINE OF TASKS FOR PROMOTIONAL PROCESSES GANTT CHART
BASED ON 18 WEEK DURATION

TASKS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Contract Execution																		
Project Planning																		
Conduct Job Analysis to Demonstrate Validity																		
Recommendation of Source Material for Written Exam, Exam Plan, and Announcement																		
Develop and Conduct Candidate Orientation Sessions																		
Development of Written Examination, Performance-based Exercises; SME Review/Input																		
Written Exam Administration and Scoring																		
Candidate Appeal Process																		
Administer Performance-Based Exercises Component																		
Assessor Training and Monitor Scoring																		
Submit Candidate Feedback Reports																		
Candidate Appeal Process																		
Presentation of Results (Eligibility List)																		
Project Completion																		

Our information claimed as proprietary and confidential ends here.

SECTION 4. COST SCHEDULE

Costs associated with this proposal are submitted under separate cover, sealed in an envelope marked "Confidential: Cost Proposal," as required by the RFP. Pricing is provided per examination per year of service, inclusive of all personnel and non-personnel expenses.

SECTION 5. FAILURE TO COMPLETE WORK, DEFAULT, AND LITIGATION

a. Have you ever failed to complete any work awarded to you? NO

b. Have you ever defaulted on a contract? NO

c. Is there any pending litigation which could affect your ability to perform this agreement? NO

d. Has your firm ever had a contract terminated for cause within the past five years? NO

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? NO

f. During the past seven years, has your firm ever filed for protection under federal bankruptcy laws? NO

g. Are there any other factors that could affect your firm's ability to provide services? NO. Our company has over forty-nine (49) years in operation without ever encountering a circumstance that had any possibility of adversely affecting our ability to provide services similar to those being sought.

SECTION 6. EXCEPTIONS AND ALTERNATIVES

Morris & McDaniel takes no exceptions to Fire Department Civil Service Testing Services RFP No. 8686, and does not offer any alternatives. We accept all terms and conditions as stated in the RFP.

SECTION 7. ADDITIONAL DATA

History of Our Firm

Morris & McDaniel, Inc. was founded in 1976 and has been full-time in the business of Industrial and Organizational Psychology ever since, including the development, scoring, administration, validation, and defense of entry-level and promotional examinations for public safety occupations. In 2004, we opened our International Division and assisted the U.S. Department of Defense in assessing police candidates for the Iraqi Civilian Police Force. Since then, we have advised public safety clients in Bhutan, Uganda, Indonesia, Singapore, South Sudan, Moldova, Israel, Nepal, and Fiji. In 2013, Dr. Morris was the first non-governmental person invited to present at the INTERPOL General Assembly.

Our Washington, D.C. office will be the principal office servicing the City of Waterbury project.

What Differentiates Morris & McDaniel

- Sole testing vendor for NYPD and FDNY, with A+ rating from the City of New York
- Called in without bid to Houston, Akron, New Haven, and Sanford, FL to resolve costly and protracted litigation
- Never failed to prevail in civil service hearings for the City of Boston over 20 years
- In all nine Mississippi Highway Patrol administrations, exceeded parity goals set by litigants ending litigation dating to 1970
- Achieved the most diverse candidate pool in the history of the Rochester Fire Department
- Post–*Ricci v. DeStefano*, the only firm among four vendors to succeed in New Haven

APPENDICES

- **Appendix A:** Release by the City of New York Stating Morris & McDaniel as Only Consultant for NYPD and FDNY Testing
- **Appendix B:** DCAS A+ Rating of Morris & McDaniel's Services
- **Appendix C:** Professional Staff Resumes and Licenses
- **Appendix D:** Order by U.S. District Judge Walter J. Gex, III – Mississippi Highway Patrol Entry-Level Testing
- **Appendix E:** "Recruiting a Diverse Firefighting Force" – Rochester Fire Department Case Study
- **Appendix F:** Myers and Morris Case Study on Assessment Centers

Appendix A

Release by the City Of New York

Citywide Administrative Services

Lisette Camilo
Commissioner

Mersida Ibric
Acting Deputy Commissioner Office of Citywide Procurement

The David N. Dinkins Municipal Building
1 Centre Street
New York, NY 10007

212 386 6311 tel
nyc.gov/dcas

DATE: APRIL 4, 2017

TO: To: 'dwinrich@psionline.com' <dwinrich@psionline.com>; 'TCollins@psionline.com' <TCollins@psionline.com>; 'jennifer.cerciello@pearson.com' <jennifer.cerciello@pearson.com>; 'Peter@aptask.com' <Peter@aptask.com>; 'breana@bonova.net' <breana@bonova.net>; 'LAnderson@HumRRO.org' <LAnderson@HumRRO.org>; 'tnguyen@air.org' <tnguyen@air.org>; Joe Nassar <joe@morrisandmcdaniel.com>; 'gbarrett@barrett-associates.com' <gbarrett@barrett-associates.com>; 'mmcphail@valtera.com' <mmcphail@valtera.com>; 'dmcleod@capstonestrategygroup.com' <dmcleod@capstonestrategygroup.com>; 'Anderson@HumRRO.org' <Anderson@HumRRO.org>; 'mmihalecz@psionline.com' <mmihalecz@psionline.com>; 'KHANS@CRESERVICESINC.COM' <KHANS@CRESERVICESINC.COM>; 'info@drchengzhu.com' <info@drchengzhu.com>; 'shanep@pmglc.com' <shanep@pmglc.com>; 'janet.echemendia@ebjacobs.com' <janet.echemendia@ebjacobs.com>; 'dwinrich@psionline.com' <dwinrich@psionline.com>; 'dmcleod@capstonestrategygroup.com' <dmcleod@capstonestrategygroup.com>; Glenna Allen <glenna@morrisandmcdaniel.com>; 'BIDWATCH@CENTERDIGITALGOV.COM' <BIDWATCH@CENTERDIGITALGOV.COM>; 'RCVRFP@MGTAMER.COM' <RCVRFP@MGTAMER.COM>; 'DIAMONDSPOWER@MSN.COM' <DIAMONDSPOWER@MSN.COM>; 'PROPRESOURCE@AIR.ORG' <PROPRESOURCE@AIR.ORG>; 'PDAVIES@THEPUBLICGOOD-NYC.COM' <PDAVIES@THEPUBLICGOOD-NYC.COM>; 'VGREMELSBACKER@PTCNY.COM' <VGREMELSBACKER@PTCNY.COM>; 'SHANEP@PMGLC.COM' <SHANEP@PMGLC.COM>; 'KELLY.MCINTYRE@BOOTHRESEARCHGROUP.COM' <KELLY.MCINTYRE@BOOTHRESEARCHGROUP.COM>; 'LAURIE.ZELESNIKAR@PDRI.COM' <LAURIE.ZELESNIKAR@PDRI.COM>; 'DFRANCO@SEGALCO.COM' <DFRANCO@SEGALCO.COM>; David Morris <morrisd@morrisandmcdaniel.com>; 'MARYAP@DEP.NYC.GOV' <MARYAP@DEP.NYC.GOV>; 'LAURIE@PRIME-VENDOR.COM' <LAURIE@PRIME-VENDOR.COM>; 'DMCLEOD@CAPSTONESTRATEGYGROUP.COM' <DMCLEOD@CAPSTONESTRATEGYGROUP.COM>; 'KDOUCET@PROEXAM.ORG' <KDOUCET@PROEXAM.ORG>; 'TERRI.DUNBAR@PEARSON.COM' <TERRI.DUNBAR@PEARSON.COM>; 'GBS@BIDNET.COM' <GBS@BIDNET.COM>; 'MP@SREYO.COM' <MP@SREYO.COM>; 'JSCAMURRA@TTACORP.COM' <JSCAMURRA@TTACORP.COM>; 'JWIESEN@APPLIEDPERSONNELRESEARCH.COM' <JWIESEN@APPLIEDPERSONNELRESEARCH.COM>; 'BULLAYSHAHINC@GMAIL.COM' <BULLAYSHAHINC@GMAIL.COM>; 'DP@DONIAA.COM' <DP@DONIAA.COM>; 'bhasyakarulu@gmail.com' <bhasyakarulu@gmail.com>; 'SourceManagement2@onvia.com' <SourceManagement2@onvia.com>; Mohammed Belarrem (DCAS) <mbelarrem@dcas.nyc.gov>; 'bidsinbound@deltek.com' <bidsinbound@deltek.com>; 'elizabeth.sexton@northhighland.com' <elizabeth.sexton@northhighland.com>; 'marketing2@dackconsulting.com' <marketing2@dackconsulting.com>; 'info@bruteforcesolution.com' <info@bruteforcesolution.com>; 'news@nyiha.org' <news@nyiha.org>; 'tosha.miller@nycbcc.org' <tosha.miller@nycbcc.org>; 'lyra@napc.me' <lyra@napc.me>; 'mallory302@gmail.com' <mallory302@gmail.com>; 'office@forensicfoundations.com'

<office@forensicfoundations.com>; 'rconover@wisengineering.com' <rconover@wisengineering.com>; 'daveseliger@gmail.com' <daveseliger@gmail.com>; 'ansump@oathinc.com' <ansump@oathinc.com>; 'breana@bonova.net' <breana@bonova.net>; 'ajordan@onesourcesbc.com' <ajordan@onesourcesbc.com>; 'kenneth.bruskiewicz@pdri.com' <kenneth.bruskiewicz@pdri.com>; 'allisonschulhof@maximus.com' <allisonschulhof@maximus.com>; 'laurensalomon@peopleadvantage.net' <laurensalomon@peopleadvantage.net>; 'sales@jobaps.com' <sales@jobaps.com>; 'amule@amtexsystems.com' <amule@amtexsystems.com>; 'janine@jasleadership.com' <janine@jasleadership.com>; 'dtafelski@edsisolutions.com' <dtafelski@edsisolutions.com>; 'spriya@saptanet.com' <spriya@saptanet.com>; 'tcollins@psionline.com' <tcollins@psionline.com>; 'proposals@humrro.org' <proposals@humrro.org>; 'info@drchengzhu.com' <info@drchengzhu.com>; 'sue.kim@ebjacobs.com' <sue.kim@ebjacobs.com>; 'susank@panix.com' <susank@panix.com>; 'jay.floersch@Aonhewitt.com' <jay.floersch@Aonhewitt.com>; 'CAtkinson@biddle.com' <CAtkinson@biddle.com>; 'don_bunch@us.ibm.com' <don_bunch@us.ibm.com>; 'sdawson@cpshr.us' <sdawson@cpshr.us>
Cc: Barbara Dannenberg (DCAS) <bdannenberg@dcas.nyc.gov>; Andrea Valentine (DCAS) <AValentine@dcas.nyc.gov>; Stephen Stamo (DCAS) <sstamo@dcas.nyc.gov>; Ozgur Manuka (DCAS) <omanuka@dcas.nyc.gov>

RE: ADDENDUM #2 TO THE REQUEST FOR PROPOSALS FOR DCAS JOB ANALYSES AND CIVIL SERVICE EXAMS E-PIN: 85617P0001

The Department of Citywide Administrative Services ("DCAS") is issuing the following as Addendum #2 to the above-referenced Request for Proposals ("RFP"):

This addendum includes the following information:

Section I: Proposal Submission Revised Due Date and Time Section II: Questions & Answers
Section III: Changes to Attachment B

Question #17: Can you please share the incumbent's name?

Response: DCAS currently has one vendor, **Morris and McDaniel, Inc.** providing services in job analyses and civil service exams development. Any further detail in connection with the current contract can be requested by submitting a Foil Request to the Agency by e-mailing at foilrequest@dcas.nyc.gov.

APPENDIX B

DCAS A+ Rating of Morris & McDaniel's Services

Questionnaire : Campaign - Renewal of Job Analysis, Testing, Development & Scori

Dispute Accept

Label : **Campaign - Renewal of Job Analysis, Testing, Development & Scori**
Description :
Status : **Vendor Review**

Evaluation Period Begin Date : **10/15/2016**
Evaluation Period End Date : **10/15/2017**

Excellent

Excellent >80-100
Good >60-80
Satisfactory >40-60
Poor >20-40
Unsatisfactory 0-20

Category / Subcategory	Score
Timeliness of Performance	100
Fiscal Administration and Accountability	100
Performance and Overall Quality	100

EVALUATIONS

Label	Status	Score
Campaign - Renewal of Job Analysis, Testing, Development & Scori	Approved	100

1 Result(s)

PASSPort

Evaluation : Campaign - Renewal of Job Analysis, Testing, Development & Scori

☆ Questionnaire : Campai

Close

Performance and Overall Quality
100%

Label : Campaign - Renewal c

Description :

Status : Vendor Review

Excellent

Category / Subcategory

Timeliness of Performance

Fiscal Administration and Accountabi

Performance and Overall Quality

EVALUATIONS

Label

Campaign - Renewal of Job Analy

1 Result(s)

Was the contract work completed on time, and if ongoing, is the vendor appropriately adhering to schedules and milestones and/or producing deliverables including, but not limited to, reports, audits, schedules, designs or studies?

Answer : • Yes
No

Question 1.2 1.00

If the vendor was given any extensions of time, were any such extensions reasonable?

Answer : • Yes
No

Question 1.3 2.00

Were any unreasonable delays in the contract work caused by the vendor or any of its subcontractor(s)?

Answer : Yes
• No

Question 1.4 1.00

If applicable, was the vendor timely in obtaining approvals from regulatory agencies?

Answer : • Yes
No

Timeliness of Performance Rating 100.00

Answer : • Excellent
Good
Satisfactory
Poor
Unsatisfactory

Comment : All deliverables were received in a timely manner.

APPENDIX C

Morris & McDaniel, Inc.
Professional Staff
Resumes

Yale School of Management

David M. Morris, Ph.D.
Tel: (703) 944-9880 • Email: morrisd@morrisandmcdaniel.com

PROFESSIONAL EXPERIENCE

Morris & McDaniel, Inc. 1976 - Present

Morris & McDaniel provides talent management services, with a primary focus in public safety. Guiding senior management on the creation and implementation of systems for staff development, compensation, retention and legal compliance, key clients include cities such as New York, Houston, and Chicago, and countries like Mexico, Iraq, and Uganda.

Selected U.S. Project Experience

- Developed written tests and conducted entry-level and/or promotional examinations for +250 public safety organizations in 28 States and D.C., from: California to New York, Massachusetts to Florida.
- Primary testing supplier to the NYPD and FDNY, the largest civil service in the U.S.; designed and implemented tests for high stakes supervisory roles, including Fire Captain (726 candidates) in 2020; Police Sergeant, Lieutenant and Captain (12,000 candidates) in 2017; and Fire Lieutenant (2075 candidates) in 2015.
- Devised a plan to increase diversity in the Philadelphia City Police in 1998. Tested +1000 entry-level recruits using a multiple-choice test combined with a structured oral process, resolving a years-long consent decree and the City's adoption of our procedures.
- Designed new tests for New Haven, CT, after a 2009 Supreme Court ruling that the City's testing system for Fire Lieutenants and Captains was discriminatory (ratio of white to minority candidates passing was 2:1). Since 2015, testing shows no statical differeuces in the pass rate of white and minority candidates, increasing diversity in senior roles.
- Designed a multiple-choice test and a structured oral process for the entry-level fire selection process for Austin, TX in 2014. Helped city successfully address racial discrimination challenges; Department of Justice voluntarily ended the consent decree after just four years.
- Redesigned the entry-level selection procedures for Kansas City, MO, to increase diversity, so that today the black representation in the department matches the relevant labor market, and women make up 13% (3 times the national representation of women in the fire service).
- Helped Houston redesign the promotional test for their fire department following the Bazile Court case in 2013, achieving greater diversity (increased Blacks in the passing list by 208%) and promotion of the best candidates regardless of ethnicity.

Selected International Project Experience

- Field tested innovative procedures evaluating police recruit honesty, October 2019, Mexico. Identified 5/44 recruits in San Louis Potosi and 13/106 recruits in Guanajuato for probationary monitoring based on susceptibility to cartel influence.
- Developed and conducted entry-level police officer screening procedures for +40,000 candidates, for the Ugandan Police Force in 2014. New recruits accurately mirror the composition of Ugandan society and its +80 constituent tribes.
- Developed and implemented a screening test for potential candidates for the Iraqi Police Service. From 2004–2007, +400,000 candidates were tested and +70,000 were approved, none of whom went on to turn a weapon on a colleague or a coalition force member.
- Invited by the Fijian Deputy Commissioner of National Police, Itendra Nair, to develop and conduct training to improve selection and promotions for first responders (police and fire) in 2019. To be completed post-pandemic.
- Engaged with Afghan Minister of Interior, Hanif Atmar, and U.S. agencies in 2009 to develop an entry-level police force test focusing on cognitive abilities without requiring literacy. Project discontinued due to tribal tensions.

- Invited by the South Sudanese Minister of Interior, Aleu Ayieny Aleu, to develop and conduct inter-tribal, job-related entry-level police officer screening and vetting procedures for the national police service. Project discontinued due to deterioration in the political stability of the country.

Selected speaking engagements

- Addressed 2013 INTERPOL General Assembly in Cartagena, Colombia on increasing diversity and strengthening police by improved selection and promotions (first non-public official keynote speaker).
- Addressed seven FBI National Academy Associates Inc. Chapters' Retrainer conferences since 2013, on strengthening internal security through diversity and resolving internal threats. Conference sessions attended by Ministers of Interior and /or Defense in Nepal, Thailand, Cambodia, Senegal, Indonesia, and the United States.
- Served as expert witness in +30 legal cases, from District to Federal District Court levels, and state courts providing testimony on matters relevant to legal compliance with prevailing statues. In the 1995 case Mulderrig & Hunter v. the City of Philadelphia, the judge cited the testimony Dr. Morris provided to be 'credible and controlling'.
- Visiting Faculty at Harvard Medical School (2001): Contemporary Applications of Psychological Testing.

EDUCATION

Yale School of Management	EMBA Class of 2024
Academy for International Law, The Hague, the Netherlands	1985, 1986, 1987 sessions
Mississippi College School of Law *Juris Doctorate*	1976 - 1981
University of Southern Mississippi *Ph.D. Psychology specialization in Industrial/Organizational Psychology*	1972 - 1975
Mississippi State University *Master's in Psychology (published first paper on psychology and immunology)*	1967 - 1969
Millsaps Mississippi College, Jackson, Mississippi *Bachelor's in Psychology*	1963 - 1967

SELECTED HONORS & PROFESSIONAL MEMBERSHIPS

International Public Management Association (IMPA) Certificate of Merit for Work in Iraq 2007
Service recognition certificates from Boston Police Commissioner and Georgia Chiefs of Police Association

Member of the American Psychological Association, Division 14 (Industrial/Organizational Psychology)
Member of the Society of Industrial and Organizational Psychology

SELECTED PUBLICATIONS

Professional Books (published by Lamar Publishing House, LLC)

Maximum Performance in the Fire Service Assessment Center, 2008
Maximum Performance on Entry-Level Police Exams, 2004

Non-Professional Books (published by Lamar Publishing House, LLC)

The Adventures of Rocky the Christmas Tree Owl, David M. Morris, 2021
The Art and Mythology of The Da Vinci Code, David M. Morris, 2004

Selected Published Tests

The Multiple-Choice Management In-Basket Exercise. Morris & McDaniel, Inc.: Washington, D.C., 1990

National Police Entry-Level Examination. Morris & McDaniel, Inc.: Washington, D.C., 1990
National Firefighter Examination. Morris & McDaniel, Inc.: Washington, D.C., 1989
IPMA Entry-Level Firefighter Test. International Personnel Management Association: Alexandria, Virginia, 1987

INTERESTS

Retraced the steps of Marco Polo's iconic trip from Venice to inner Mongolia – overland, over 6 years
Swam the Hellespont twice, swam across and rafted down the Mississippi River (Memphis to New Orleans)
Studied the walks of Pericles in the Golden Age of Ancient Greece and retraced these journeys

JOSEPH F. NASSAR
Vice-President
Project Coordinator

Education: 1976
Master of Public Administration, University of Mississippi.

1975
Bachelor of Science, Major: Criminal Justice, Delta State University.

Work Experience: January, 1977 to Present
Vice-President, Senior Staff Consultant, Morris & McDaniel, Inc., Management Consultants.

April, 1980 to June, 1983
Instrnctor in the Business Administration Department, Phillips College, Jackson, Mississippi.

July, 1976 to September, 1976
Administrative Intern, Governor's Office of Human Resonrces, Jackson, Mississippi.

Consulting Experience:

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant and Entry-Level Selection for the Palm Beach County Sheriff's Office, West Palm Beach, Florida.

Developed and conducted entry-level and promotional written examinations and assessment centers for the ranks of Fire Captain, Battalion Fire Chief, Deputy Fire Chief and Entry-Level Firefighters for the Kansas City Fire Department, Kansas City, Missouri.

Developed and condncted promotional written examinations and assessment centers for the ranks of Police Corporal, Sergeant, Lieutenant, and Captain for Norfolk Police Department and the ranks of Fire Captain and Battalion Fire Chief for Norfolk Fire Department for the City of Norfolk, Virginia.

Developed and conducted promotional written examinations and assessment centers for the fire suppression ranks of Fire Driver, Fire Lieutenant, Battalion Fire Chief, Air Crash Chief and Division Chief; for rank of Air Rescue Chief and EMS ranks of EMS Division Chief, EMS Battalion Chief, EMS Lieutenant; and for Fire Prevention ranks of Investigator, Inspector, Inspector Supervisor, Investigative Services Manager, and Fire Marshall, and for Fire Communication ranks of Watch Commander and Senior Fire Operator for Memphis Fire Department for the City of Memphis, Tennessee.

Develop and conducted promotional written examinations and assessment centers for the ranks of Lieutenant and Sergeant for the Tucson Police Department, Tucson, Arizona.
Development of entry-level law enforcement and correctional officer examination for law enforcement jurisdictions throughout the State of Florida.
Developed entry-level entrance examination process for Entry-Level Police Officer for the City of Philadelphia Police Department, Philadelphia, Pennsylvania.

Developed and conducted entry-level and promotional testing for law enforcement jurisdictions throughout the State of Georgia.

Developed and conducted promotional examination and assessment centers for Sergeant and Lieutenant for City of Boston, Massachusetts.

Developed written tests and promotional process for Detective for Boston Police Department, Boston, Massachusetts.

Conducted job analysis, developed and conducted written knowledge tests and promotional assessment centers for Captain, Lieutenant, and Sergeant for Boston Police Department.

Conducted job analysis, developed written knowledge test for Detective for Boston Police Department.

Conducted job analysis, developed and conducted written knowledge tests and promotional assessments for Captain, Lieutenant, and Sergeant for the Boston Police Department.

Conducted job analysis, developed and conducted promotional assessment centers for Captain, Lieutenant, and Sergeant for the Akron Civil Service Commission and Akron Police Department.

Conducted job analysis, developed and conducted promotional assessment centers for Fire Lieutenant, Captain, and Assistant Fire Chief for the Akron Civil Service Commission and Akron Fire Department.

Conducted job analysis, developed and conducted promotional assessment centers for Captain and Lieutenant for the San Antonio Police Department.

Conducted job analysis, developed written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective-Investigator and service based assessment exercises for the ranks of Captain and Lieutenant for the San Antonio Police Department.

Developed and implemented a statewide performance appraisal system for Mississippi State Personnel Board.

Developed performance-based merit pay system for state agencies for Mississippi State Personnel Board.

Developed and conducted promotional tests for Fire Ranks of Lieutenant, Captain, Battalion Chief, and Assistant Chief for Cleveland Fire Department, Cleveland, Ohio.

Developed and conducted assessment procedures for the ranks of Assistant Police Chief and Police Sergeant for the Little Rock Police Department

Conducted job analysis and developed written knowledge tests for the ranks of Police Lieutenant and Sergeant for the Harbor Police Department, Port of New Orleans.
Developed In-Basket exercise for the position of Administrative Assistant for Akron Civil Service Commission.
Developed Entry-Level Firefighter examinations for international market for International Personnel Management Association, Alexandria, Virginia.

Developed Written Tests and assessment centers for Captain and Lieutenant for Prince William Fire Department, Prince William, Virginia.

Developed and implemented assessment centers for the ranks of Sergeant, Lieutenant, and Captain for Consolidated Office of the Sheriff of the City of Jacksonville, Florida.

Developed assessment centers for the ranks of Corporal, Sergeant, First Sergeant, First Lieutenant, Second Lieutenant, and Captain for the Maryland State Police, Pikesville, Maryland.

Developed job-related aptitude Entry-Level Police examinations for Harbor Police for the Port of New Orleans, Louisiana.

Developed job-related aptitude Entry-Level Police examination for Orleans Levee Board, New Orleans, Louisiana.

Developed Entry-Level Written Test and oral examination for police recruits for the City of Laurel, Mississippi.

Developed and implemented performance appraisal system for statewide use for the Mississippi State Personnel Board.

Assisted in the organizational study for the Mississippi Department of Education.

Assisted in the organizational study for the Mississippi Department of Insurance.

Consultant to State Air and Water Pollution Control Commission (job analysis and job evaluations).

Conducted job evaluation of 40 jobs and organizational restructuring for Mississippi State Tax Commission.

Developed and conducted assessment process for the position of Detention Officer Supervisor and 911 Emergency Operations Supervisor for the Roswell, Georgia Police Department

Developed and conducted assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the Columbus, Georgia Police Department.

Developed and implemented organizational assessment and feedback questionnaire for Bank of Mississippi

Developed an assessment battery for the position of Bank Teller and Customer Service Representative for Deposit Guaranty National Bank.

Assisted the Mississippi Attorney General's Office for Title VII Lawsuit Defense Assistance with Data Analysis, applicant flow analysis, and test validation.

Assisted a National Engineering Firm for review of selection procedures and applicant flow in anticipation for legal defense work.
Consultant to Private Food Industry for personnel and management assessment.
Consultant to a Private Food Industry for identification of organization problems, staffing needs in supervisors, and employee turnover.

Scholastic Honors:

1976 Pi Sigma Alpha (Political Science Honor Society).
1975 Who's Who in American Colleges and Universities.

ROGER MCMILLIN, J.D.
Vice-President of Operations
Project Controller

Education:

New Albany High School
Graduated 1963

Mississippi State University
Graduated 1967, BA with honors

University of Memphis Law School
Graduated 1972, JD

Military:

Attended Naval Officer Candidate School, Newport, RI, 1967
Commissioned as Ensign

Served as Division Officer, Naval Security Group,
Principal duty station, NavRadSta, Sabana Seca Puerto Rico

Completed active duty tour September 1969.

Employment History:

Regional Attorney's Office, U.S. Department of Agriculture 1972 to 1976

Associate in law firm of Scott, Barbour and Scott, Jackson, MS 1976

Private law practice in New Albany, MS 1977 to 1994, principally as Partner in firm of Sumners, Carter & McMillin

Served as City Attorney for City of New Albany 1982 to 1994

Elected to Miss. Court of Appeals November 1994 for term beginning January 1995

Served as Chief Judge of Court of Appeals from 1999 to 2004, retired from Court April 2004

General Counsel and Vice-President for Operations, Morris & McDaniel, Inc. May 1, 2004 to present.

LANA PRUDHOMME WHITLOW
Lead Psychometrician
Senior Staff Consultant

Education:

2002-2004 – Doctorate of Philosophy in Psychology (Ph.D.)
Concentration: General Systems
Southern California University for Professional Studies
Santa Ana, California

1987-1989 – Master of Science (M.S.)
Major: Counseling Psychology
Concentration: Psychological Testing
University of Southern Mississippi
Hattiesburg, Mississippi

1983-1987 - Bachelor of Science (B.S.)
Major : Psychology
Minor: Sociology and Philosophy
Louisiana State University
Baton Rouge, Louisiana

Employment:

May 1990 to present
Morris & McDaniel, Inc.
Coordinates activities of the New Orleans office including all testing of private and public sector organizations. Director of Marketing for testing solutions for law enforcement. Responsibilities in New Orleans include psychological screening of police and fire applicants and data analysis, job analysis, job evaluation and organizational analysis.

October 1989 - Present
John Pleune, Ph.D., Clinical Psychologist
Private Practice - Part-time work with Dr. John Pleune as his testing assistant. Primary responsibilities; working with outpatient population in administering appropriate psychological tests and evaluating each client regarding the referral question. Consultant for NorthShore Psychiatric Hospital; interviewing inpatients and writing psychological evaluations regarding their treatment. These evaluations include a diagnosis of the presenting problem as well as treatment recommendations

September 1989 - February 1990
Ochsner Foundation Hospital
Department of Psychiatry - Psychometrician.
Primary responsibilities involved administration of psychological tests to inpatient and outpatient populations.

July 1989 - October 1989
NorthShore Psychiatric Hospital
Adolescent and Adult Units - Internship
Primary responsibilities involved conducting psychological testing and writing psychological evaluations for patients admitted to the Adolescent and Adult units. Consulted with and was supervised by John Pleune, Ph.D., and Glenda Clark, B.C.S.W. Co-leader for adult intimacy groups, involved in adolescent chemical dependency groups, and attended daily community meetings on these units.

August 1987 - May 1989.

Department of Counseling Psychology,
University of Southern Mississippi.
Primary responsibilities involved working under Dr. Daniel Randolph as his graduate assistant, teaching assistant and research assistant. These duties involved reference searches and library work, teaching assistance for mainly his undergraduate classes, as well as basic office responsibilities. Researching materials regarding Helping Professions and coordinated and presented lecture material for undergraduate classes.

January 1989 - May 1989
Department of Counseling Psychology,
University of Southern Mississippi.
Throughout this practicum responsibilities consisted of referrals from the courts or the office of Public Welfare; sexually abused children, adolescents with behavior or school problems, and adults with family and marital difficulties. Also responsible for intake evaluations and child sexual abuse evaluations in the counseling lab. The theoretical focus of this lab was mainly from an interpersonal perspective.

January 1989 - May 1989
Department of Counseling Psychology,
University of Southern Mississippi.
Responsibilities included co-leading a group of 12 counseling psychology graduate students to help them feel comfortable in disclosing feelings, dealing with problem areas in their personal lives, as well as teaching them how to be a group member.

August 1988 - December 1988
Department of Counseling Psychology,
University of Southern Mississippi.
Practicum responsibilities were to demonstrate competency in individual therapy, assessment and consultation. Clients consisted largely of students from the university population as well as non-students from the community.

Research Experience:

June 2004 – December 2004
Southern California University for Professional Studies
Doctoral dissertation study linking the independent relationship between a measurable work ethic dimension to law enforcement success within a police academy.
May 1988 - August 1988
University of Southern Mississippi.
Designed and implemented a project concerning the impact of an alcohol and drug abuse course, taught by Dr. John Alcorn, on drinking practices and attitudes about alcohol use and abuse among graduate psychology students. The study included a control and experimental group of student volunteers on the university campus. Pre-tests and post-tests, which were devised by the experimenter, were administered throughout the semester. Results have been used by the instructor to support the various intervention strategies.

January 1988 - May 1988
Forrest General Hospital
Testing children using various tests depending on the age of the child. The project was designed to investigate the effects of the birth of a second child into a family.

MARK MINCY, Ph.D.
Senior Staff Consultant

Education:

1991 - 1995	University of Central Arkansas Conway, Arkansas	B.S. Psychology
1997 - 1999	University of Arkansas at Little Rock Little Rock, Arkansas	M.A. Industrial/Organizational Psychology
1999 - 2015	University of Southern Mississippi Hattiesburg, Mississippi	Ph.D. Industrial/Organizational Psychology

Professional Experience:

2002 - Present **Morris & McDaniel, Inc.**
Staff Consultant

- Developing training initiatives for training current Morris & McDaniel employees in areas of Job Analysis, Law, Validation Strategies, Stress Management, Time Management, Personal Styles, Motivation, Communication Skills, and other management-related topics.
- Developing and delivering training programs for both the public and private sectors.
- Conducting a variety of training programs for and consults with agencies and also the private sector on issues ranging from customer service to communication, coaching and counseling, conflict resolution, negotiation, leadership, individual employee development, team building, and succession planning.
- Consult with clients, instructional designers, and media designers to develop innovative learning strategies and blended learning solutions.
- Managing the analysis, instructional design, project management and content development process for the production of the Morris & McDaniel Job Analysis Certification Program.
- Designing and producing learning solutions that include elements of knowledge sharing and knowledge capture tools, coaching tips, expert interview vignettes, action plan creation tools, assessment instruments, role player simulations, integrated discussion groups, collaborative learning tools and extensive, rich media reference material.
- Managing project teams of subject matter experts, educators, graphic designers, software programmers, technical support staff and marketing product managers in the instructional design and development process: needs assessment, task analysis, lesson design, course production, assessment and implementation of training programs.

Professional Affiliations:
American Society for Training and Development
International Society for Performance Improvement
American Psychological Association
Society for Human Resource Management
Society for Industrial and Organizational Psychology
Psi Chi - (National Honor Society in Psychology)
Deming Institute

JUDITH GEOFFRIAU THOMPSON
Vice President of Psychometric Services/Senior Staff Consultant

Education:

Masters of Education, May 2001
Psychometry
Mississippi College, Clinton, MS

Bachelor of Science, May 1998
Education
Emphasis: Diagnostic Reading and Fine Arts
Belhaven College, Jackson, MS

Professional Experience:

Morris & McDaniel, Inc., 2000 - Present

- Conducts and assists with psychological evaluations for Protective Service organizations, including security positions in major airport. This task includes the design and structure of the psychological interview, conducting the interview, and consulting with a licensed psychologist, and writing the evaluation.
- Designs and develops ADA compliant valid job descriptions for a State personnel system, including conducting content validation strategies for the job descriptions.
- Designs and conducts performance based and assessment exercises for leadership development and assessment for numerous public sector organizations.
- Designs, conducts, and assists with organizational studies, including leadership assessment, re-organizational studies for several state agencies, including a state department of education, a state department for public welfare, a state department for public service (public utilities) regulation, and a state department for insurance regulation.
- Directs, designs, and serves as editor-in-chief for publishing material for leadership development, career development , study aides, and study guides.
- Designs and conducts Job analysis studies for numerous public and private sector positions.
- Develops and administers performance based exercises including traditional assessment center exercises, situational judgment exercises, scenario exercises, and scenario based multiple choice questions for many public sector organizations.
- Writes test items and conduct item analysis on ability, and knowledge based achievement tests.
- Writes and edits technical reports.
- Conducts statistical analyses of data.
- Writes and manages grants.
-

Thompson Consulting, 2002 - Present

- Administers I.Q., diagnostic, and career tests
- Develops behavior plans and study skill/educational plans

Hinds Community College, 2003 - 2004

- Taught Human Growth & Development course
- Taught General Psychology course

Jackson Public Schools, 1998 - 2000

- Taught 2nd grade at Davis Magnet School
- Taught Honors English at Chastain Middle School

Scholarships and Honors:

Mississippi College

- Graduated Cum Laude, 2001

Belhaven College

- Presidential Academic Scholarship, 1993-1998
- Honors Seminar, 1993-1997
- National Dean's List

Professional Affiliations:
National Association of Psychometrists

Licensors:
Mississippi State Psychometry License - License number 162738

KIMBERLY N. ANDERSON
Vice President of Operations/Senior Staff Consultant

Education:

2005-2009	Masters of Science in Counseling Psychology with an emphasis in Psychometrics
1997-2000	B.A. in Journalism with emphasis in Public Relations; Minors in English and Psychology; University of Southern Mississippi
1995-1997	A.A. in Liberal Arts; Jones County Junior College

Professional Experience:

2000 - Present **Morris & McDaniel**
Staff Consultant

- Served as Project Manager for Quality Workforce Initiative Project with the Mississippi State Personnel Board
- Manages certification testing division
- Develops job analysis and written test review procedures
- Conducts job analyses and job observations
- Serves as liaison to departmental personnel for scheduling and coordination of meetings and assessments
- Facilitates technical conferences, written test review sessions, and exercise development and review meetings
- Develops and administers selection and promotional testing for fire service and departments as well as emergency medical services
- Writes technical reports
- Maintains effective public relations with state agencies and other public and private sector clients
- Assists in the coordination of Special Projects

Professional Affiliations:
Kappa Tau Alpha Journalism Honor Society
Public Relations Student Society of America
Gamma Beta Phi Honor Society
Golden Key Honor Society
Phi Theta Kappa Honor Society

Licensure:
Mississippi State Psychometry License - License number 207395

MOLLY C. MCDONALD
Director of Testing Services

Education:

1999 - 2001	**University of Southern Mississippi** *B.A in Political Science, English minor*	**Hattiesburg, MS**
1997 - 1998	**University of Alabama**	Tuscaloosa, AL

Professional Experience:

2003 – Present **Morris & McDaniel**
Staff Consultant

- Served as Assistant Project Manager for Quality Workforce Initiative Project with the Mississippi State Personnel Board
- Assists in the development and scoring of written knowledge-based and entry-level exams for government agencies and private sector organizations
- Participates in the development and administration of performance based assessments for police and fire departments
- Conducts job analyses through technical conferences
- Writes technical validation reports
- Maintains effective public relations with all Mississippi State agencies
- Writes and edits test items

Recognition and Honors:

University of Southern Mississippi

- National Dean's List
- Gamma Beta Phi Honor Society

University of Alabama

- National Dean's List
- Alpha Lambda Delta Honor Society

ELIZABETH WILSON
Vice President of Contract Performance and Client Services

Education:

2006 - 2010 University of Mississippi Oxford, MS
B.A in Biology, Dual B.A. Degree in Psychology

Professional Experience:

2010 – Present **Morris & McDaniel**
Staff Consultant

- Develops job analyses and written test review procedures
- Conducts job analyses and job observations
- Serves as liaison to departmental personnel for scheduling and coordination of meetings and assessments
- Facilitates technical conferences, written test review sessions, and exercise development and review meetings
- Develops and administers performance based exercises including traditional assessment center exercises, situational judgment exercises, scenario exercises, and scenario based multiple choice questions for many public sector organizations
- Writes proposals

Recognition and Honors:

University of Mississippi

- Dean's List 2006, 2010
- Academic and Tennis Full Scholarship, 2006-2010
- Graduated with 4.0 Psychology GPA

Appendix D

Order by Judge Walter J. Gex, III, United States District Court for the Southern Division, September 21, 2004

SOUTHERN DISTRICT OF MISSISSIPPI
FILED
SEP 21 2004
J. T. NOBLIN, CLERK
BY _____ DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

WILLIE MORROW, et al., Plaintiff,	:	Civil Action No. 4716 (G)
-vs-	:	Judge Walter J. Gex, III
JIM INGRAM, Commissioner of Public Safety of Mississippi, et al. Defendants.	:	

SETTLEMENT AGREEMENT AND ORDER

A: Introduction and History of This Case

1. This action was originally filed on July 30, 1970 as a class action employment discrimination suit pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, Title VI of the Civil Rights Act of 1964; and Title 42, U.S.C. §§§ 1981, 1983 and 2000(d) on behalf of all African-American individuals ("Plaintiffs") seeking declaratory and injunctive relief with respect to discriminatory hiring practices followed in the recruitment, examining and hiring of individuals for the position of State Trooper/Patrolman (hereinafter "Patrol") for the Department of Public Safety of Mississippi (the "Department" or "Defendants").

2. On September 29, 1971 this Court, Judge Nixon presiding, entered an Order finding the hiring practices of the Defendant to be discriminatory, and granting the plaintiffs certain relief. That Order has been modified and supplemented from time to time since 1971. The Court has maintained continuing jurisdiction over this proceeding and over the defendants for purposes of enforcing its orders. The defendants and their

circumstances. Plaintiffs opposed the motion and asserted that the integration in the workforce is due to the consent decree and the 50-50 recruitment order and, if dissolved the workforce would re-segregate.

6. The Department contracted with Morris & Associates, an industrial psychological firm, to develop a valid entry level selection process for the job of State Trooper. That system has now been developed and the Department intends to use that process in the selection of future cadet classes. Defendant believes that this is a valid selection process that is job related and consistent with business necessity. A copy of those procedures and reports has been made available to plaintiffs.

7. All parties agree at this point in time that the Department's current force is 34% African American and the relevant labor market in Mississippi according to the 2000 census is 26% African-American.

8. The Plaintiffs have reviewed the untested selection process and do not believe that disparate impact can be assessed until after the selection process has been implemented.

9. All parties agree that it is in their best interest to avoid the uncertainties, delay and expense of protracted litigation.

10. The parties all recognize the significant benefit to implementing the revised Patrol selection process, including the requisite monitoring and refining as appropriate during its initial implementation.

B. Agreed Implementation of Revised Patrol Selection Process

11. The selection process developed by Morris & Associates, referenced above, will be used to select candidates for subsequent cadet classes of the Mississippi Department of Public Safety. That process consists of the following:

12. All individuals seeking to be hired by the Patrol shall submit an application in compliance with Miss. Code §§ 45-3-7, 45-3-9.

13. All applicants meeting the above minimum qualifications will take the Reading Ability Test developed by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as the "Mississippi Highway Patrol Reading Ability Test." as well as retained by the Department. This Reading Ability Test will test the applicant's ability to read at no more than an 11th grade level as per Flesch-Kincaid.

14. The Reading Ability Test will be graded as "pass" or "fail" with a cut score of 77% or 33 correct answers out of 43 items.

15. All applicants with a "pass" grade will move to the next step in the Patrol selection process.

16. The step following the Reading Ability Test in the Patrol selection process is the Written Examination developed by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as "Mississippi Highway Patrol Written Examination," as well as retained by the Department.

17. All candidates given the Written Examination will also undergo an Oral Interview in compliance with the Oral Interview process outlined in the Entry-level Trooper Oral Board Validation Report prepared by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as "Mississippi Highway Patrol Oral Board Validation Report," as well as retained by the Department.

18. The Written Examination score and the Oral Interview score will be combined and weighted 50/50 to produce a combined score.

19. The applicants will then be placed in rank order based upon the combined scores of the Written Examination and the Oral Interview. The Department will, based upon the rank order, select a number of applicants to advance to the next step of the Patrol selection process, the Background Investigation. The parties agree that the Department will initially implement a top -down ranking order of applicants. If this ranking results in a disparate impact based upon race, the Department will utilize banding of the candidates in an effort to minimize disparate impact.

20. Only those applicants who successfully pass the Background Investigation will move on to the next step in the Patrol selection process, the Polygraph Examination.

21. Those applicants successfully completing the Polygraph Examination will proceed to the next step in the Patrol selection process, the Physical Examination.

22. The applicants successfully completing the Physical Examination will be offered seats as candidates in the Department's academy class.

existence of this lawsuit, notice that there is a proposed settlement and that there will be an opportunity to file objections, and notice that a copy of this Settlement Agreement may be obtained in person or by mail from the Department of Public Safety, Personnel Office, P.O. Box 958, Jackson, MS 39205, between the hours of 8:00 A.M. and 5:00 P.M. on business days. The text of the published Notice is attached hereto as Attachment B.

35. Any objections to this Settlement Agreement must be in writing and postmarked to Michael L. Foreman, Esq., counsel for Plaintiffs, by ~~12:00 noon on~~ _____, 2004, ~~or they shall not be considered~~. ~~The~~ hearing on objections shall be held on a date to be determined by the Court _____, 2004 at [~~:00~~] A.M. in Courtroom [ ]. In the event that no objections are filed by the deadline, the proposed Settlement Agreement shall stand without further order of the Court as finally approved.

SO ORDERED:

Walter J. Gex, III.
United States District Judge

Dated: September 17th, 2004

Appendix E

Recruiting a Diverse Firefighting Force

IAFC
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

Recruiting a Diverse Firefighting Force

Return to the March 15, 2013 issue of On Scene

For many years, the Rochester (N.Y.) Fire Department has faced the challenge of recruiting a diverse firefighting force that better demographically represents our city's population. Successive chiefs have tried various approaches; some were more successful than others, but none seemed to produce positive results over multiple hiring cycles.

Two years ago, we set out to find a better hiring process to address this challenge. The successful answer has two fronts: the right recruiting and the right testing processes.

Our recruiting efforts were largely community-based. We worked with local agencies and churches to reach an audience that wasn't getting the information by traditional means, such as radio and television advertisements.

To find the right testing answer, we reviewed successful techniques and processes from around the county. We found a few cities that were creating a diverse candidate pool to hire from. Two of these cities—Memphis, Tenn., and Kansas City, Mo.—appeared to be hitting the mark. Both of these cities had enlisted the assistance of Morris & McDaniel, a consulting firm specializing in HR management.

Morris & McDaniel's recommended approach was to forgo the New York state written test/physical-ability model that was so familiar to us and instead employ a written test followed by an oral exam. They advised us to save the physical training for the training academy. There professional trainers could individually tailor workout and nutritional routines to best prepare recruits for the rigors of firefighting.

It took both a leap of faith on our part to break with tradition and some convincing of our governmental leaders and agencies, but we successfully convinced the stakeholders and forged ahead with this new plan. We further refined our own processes and restricted exam eligibility to city residents. This helped ensure that candidates would be people who reflected the Rochester community because they are the Rochester community.

This process proved successful. We have the most diverse candidate pool in the history of the Rochester Fire Department. Furthermore, there's a depth to this diversity that will enable us to seat additional classes with the same amount of representation of races and genders.

I believe it will be easier to sustain this diversity mix as we move forward. A straw poll of the current recruit class indicates that half our recruits came from our new community -based recruitment efforts that involved city churches and community agencies.

Home | C
Logo Usa

The other half was more traditionally recruited through family and friends urging them to apply. As we know, the tradition in the fire service is that we are a close community. Our traditions run deep. The passion for what we do and our commitment to community service is passed from generation to generation.

We hope that the combination of a new testing format and recruiting focus will have allowed some of these traditions to take root across ethnic and gender boundaries, entering families and communities that weren't previously a part of the Rochester Fire Department. In the past, sons were encouraged to follow their fathers and uncles into the fire service. Now, instead of just sons, daughters will also follow. And they won't follow just fathers and uncles, but mothers and aunts as well, into the proud and noble profession of the fire service.

Our job isn't yet complete. The next measure of success will come in May, when we swear in the graduates of the current recruit class. Then we'll know that this forward-thinking combination of recruiting, testing and academy-based physical training has met our goal of providing capable, qualified and diverse firefighters ready to serve our community.

Salvatore Mitrano III is fire chief for the Rochester (N.Y.) Fire Department and a graduate of the Executive Fire Officer Program.

These changes wouldn't have been possible without the dedication and hard work of many others, including:

- Rochester Mayor Thomas Richards
- City Council President Lovely Warren
- City Councilman and Chair of the Public Safety Committee Adam McFadden
- Retired Fire Chief John D. Caufield
- Former Deputy Fire Chief Teresa Everett
- Our many community partners within the city, including many city churches

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APPENDIX F

MYERS AND MORRIS CASE STUDY ON ASSESSMENT CENTERS

Developing a Valid and Credible Promotion Process

Richard W. Myers, Chief of Police (ret.)
David M. Morris, HR Consultant

Triggered by the appointment of a new, outside police chief, many internal processes within a major Western U.S. city were examined for both effectiveness and efficiency. It was evident that many within the organization were skeptical about the validity of prior promotions. Having employees believe that some promotions reflected more on organizational friendships than on merit contributed to an overall sense of mistrust between leadership and the rank and file. Additionally, the agency was poised to enter several years' worth of retirements requiring selection of new leadership in many key positions.

In compliance with the City's procurement policies, the agency submitted requests for proposals on the overall process of selecting candidates for promotion, concurrent with forming an internal process improvement committee comprised of stakeholders or various ranks and positions. Once the city selected the firm of Morris & McDaniel, Inc., the process improvement committee worked with the consultants to design a system that rewarded candidates based on real merit and job related factors.

Knowledge was rewarded through the use of a multiple-choice test using internal and external source materials selected by agency command staff. The test was designed to measure true knowledge of job relevant factors, and not to simply reward a good test taker.

Aptitude for supervising, managing, and leading was rewarded through the use of an Assessment Center using external assessors, who were trained on evaluating the behaviorally-based performance of candidates in simulated real-world exercises.

Predictive behaviors from ***past performance*** that demonstrate how well a candidate will do in the target job were rewarded through the use of a Professional History Portfolio, prepared and submitted by the candidate, to address specific behavioral dimensions important to the job. This exercise was rated by internal assessors who were trained on evaluating the specifically identified behavioral dimensions. The candidates had some input on which approved and trained internal assessors would rate their Professional History Portfolio.

Behaviors that demonstrated the candidates' alignment with the agency mission were rewarded through the use of the Chief's interview. Proper training for the chief and staying focused on behaviorally grounded questions ensured consistency in the questions and required responses that revealed prior predictive behaviors of the candidates.
Each of the above components, based on the job analysis, was given a maximum number of points which the candidate could achieve. All components acted in a true compensatory manner, meaning there were no "cut scores" or multiple hurdles. As a result of all components contributing to a candidate's total score, there were fewer errors typically seen in promotional assessments. Measurement errors such as false positives (candidates who place at the top, but are widely recognized as not qualified to be there) and false negatives (candidates who scored poorly but are widely recognized as top leadership candidates) were either substantially mitigated or eliminated entirely.

Ultimately, the true measure of an improved process is outcome based. In this agency, command staff enjoyed selecting candidates who were clearly identified as most deserving of the added responsibilities of being promoted, and employees throughout the agency enjoyed a heightened sense of trust and confidence in the candidates who assumed new leadership roles. Additionally, the number of employees testing for promotion increased significantly, as the process served an additional and valuable benefit of identifying developmental needs for individual candidates to focus future growth and educational opportunities.

Submitted by Chief Richard W. Myers and David M. Morris, Ph.D., J.D. A case study provided as part of a report submitted for publication entitled:
Police Human Resource Planning, Gary Cordner, Ph.D. & Annmarie Cordner, Ph.D., Kutztown University, September 2013

WATERBURY FIRE DEPARTMENT
PROMOTIONAL TESTING - MULTIPLE RANKS
RFP 8686-BAF

(1) Fire Lieutenant

MILESTONE ONE: Initial Planning and Kickoff

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	3	$ 555.00
Printing, Copying, Shipping,etc.			$ 200.00
General Overhead			$ 85.00
		SUB-TOTAL	$ 1,260.00

MILESTONE TWO: Job Analysis

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	9	$ 1,665.00
Printing, Copying, Shipping,etc.			$ 200.00
General Overhead			$ 85.00
		SUB-TOTAL	$ 2,370.00

MILESTONE THREE: Develop Written Test

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	5	$ 1,050.00
Senior Tech Staff	$ 185.00	12	$ 2,220.00
Printing, Copying, Shipping,etc.			$ 250.00
General Overhead			$ 105.00
		SUB-TOTAL	$ 3,625.00

MILESTONE FOUR: Develop Structured Oral Process

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	8	$ 1,680.00
Senior Tech Staff	$ 185.00	10	$ 1,850.00
Printing, Copying, Shipping,etc.			$ 250.00
General Overhead			$ 90.00
		SUB-TOTAL	$ 3,870.00

MILESTONE FIVE: Administer Written Test

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	6	$ 1,110.00
Printing, Copying, Shipping,etc.			$ 275.00
General Overhead			$ 80.00
		SUB-TOTAL	$ 1,885.00

MILESTONE SIX: Administer Structured Oral Process

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	4	$ 840.00
Senior Tech Staff	$ 185.00	14	$ 2,590.00
Printing, Copying, Shipping,etc.			$ 550.00
General Overhead			$ 100.00

		SUB-TOTAL	$ 4,080.00
MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	9	$ 1,890.00
Senior Tech Staff	$ 185.00	32	$ 5,920.00
Printing, Copying, Shipping,etc.			$ 2,400.00
General Overhead			$ 340.00
		SUB-TOTAL	$ 10,550.00
MILESTONE EIGHT: Compile and Report Final List			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	5	$ 925.00
Printing, Copying, Shipping,etc.			$ 100.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,495.00
MILESTONE NINE: Archive Validity Data			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	0.5	$ 105.00
Senior Tech Staff	$ 185.00	1.25	$ 231.25
Printing, Copying, Shipping,etc.			$ 140.00
General Overhead			$ 90.00
		SUB-TOTAL	$ 566.25
OVERALL TOTAL PROPOSED PRICE			**$ 29,701.25**
(2) Fire Captain			
MILESTONE ONE: Initial Planning and Kickoff			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	3	$ 555.00
Printing, Copying, Shipping,etc.			$ 150.00
General Overhead			$ 75.00
		SUB-TOTAL	$ 1,200.00
MILESTONE TWO: Job Analysis			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	6	$ 1,260.00
Senior Tech Staff	$ 185.00	8	$ 1,480.00
Printing, Copying, Shipping,etc.			$ 165.00
General Overhead			$ 75.00
		SUB-TOTAL	$ 2,980.00
MILESTONE THREE: Develop Written Test			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	4	$ 840.00
Senior Tech Staff	$ 185.00	12	$ 2,220.00
Printing, Copying, Shipping,etc.			$ 200.00
General Overhead			$ 95.00
		SUB-TOTAL	$ 3,355.00

MILESTONE FOUR: Develop Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	3	$ 630.00
Senior Tech Staff	$ 185.00	7	$ 1,295.00
Printing, Copying, Shipping,etc.			$ 335.00
General Overhead			$ 95.00
		SUB-TOTAL	$ 2,355.00
MILESTONE FIVE: Administer Written Test			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	5	$ 925.00
Printing, Copying, Shipping,etc.			$ 290.00
General Overhead			$ 75.00
		SUB-TOTAL	$ 1,500.00
MILESTONE SIX: Administer Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	7	$ 1,295.00
Printing, Copying, Shipping,etc.			$ 690.00
General Overhead			$ 100.00
		SUB-TOTAL	$ 2,505.00
MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	6	$ 1,260.00
Senior Tech Staff	$ 185.00	17	$ 3,145.00
Printing, Copying, Shipping,etc.			$ 2,500.00
General Overhead			$ 345.00
		SUB-TOTAL	$ 7,250.00
MILESTONE EIGHT: Compile and Report Final List			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	2.5	$ 462.50
Printing, Copying, Shipping,etc.			$ 100.00
General Overhead			$ 60.00
		SUB-TOTAL	$ 832.50
MILESTONE NINE: Archive Validity Data			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	0.5	$ 105.00
Senior Tech Staff	$ 185.00	1	$ 185.00
Printing, Copying, Shipping,etc.			$ 175.00
General Overhead			$ 75.00
		SUB-TOTAL	$ 540.00
OVERALL TOTAL PROPOSED PRICE			**$ 22,517.50**
(3) Fire Battalion Chief			
MILESTONE ONE: Initial Planning and Kickoff			

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	2.5	$ 462.50
Printing, Copying, Shipping,etc.			$ 65.00
General Overhead			$ 45.00
		SUB-TOTAL	$ 992.50

MILESTONE TWO: Job Analysis

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 95.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,187.50

MILESTONE THREE: Develop Written Test

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	6.5	$ 1,202.50
Printing, Copying, Shipping,etc.			$ 170.00
General Overhead			$ 85.00
		SUB-TOTAL	$ 1,667.50

MILESTONE FOUR: Develop Structured Oral Process

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2.5	$ 525.00
Senior Tech Staff	$ 185.00	6	$ 1,110.00
Printing, Copying, Shipping,etc.			$ 225.00
General Overhead			$ 75.00
		SUB-TOTAL	$ 1,935.00

MILESTONE FIVE: Administer Written Test

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 200.00
General Overhead			$ 55.00
		SUB-TOTAL	$ 1,297.50

MILESTONE SIX: Administer Structured Oral Process

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	4	$ 840.00
Senior Tech Staff	$ 185.00	6	$ 1,110.00
Printing, Copying, Shipping,etc.			$ 500.00
General Overhead			$ 75.00
		SUB-TOTAL	$ 2,525.00

MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	5	$ 1,050.00
Senior Tech Staff	$ 185.00	16	$ 2,960.00

Printing, Copying, Shipping,etc.			$ 1,400.00
General Overhead			$ 275.00
		SUB-TOTAL	$ 5,685.00
MILESTONE EIGHT: Compile and Report Final List			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	2.5	$ 462.50
Printing, Copying, Shipping,etc.			$ 65.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 787.50
MILESTONE NINE: Archive Validity Data			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	0.5	$ 105.00
Senior Tech Staff	$ 185.00	1.25	$ 231.25
Printing, Copying, Shipping,etc.			$ 65.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 451.25
OVERALL TOTAL PROPOSED PRICE			**$ 16,528.75**
(4) Fire Deputy Chief			
MILE5TONE ONE: Initial Planning and Kickoff			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	2.5	$ 462.50
Printing, Copying, Shipping,etc.			$ 50.00
General Overhead			$ 30.00
		SUB-TOTAL	$ 962.50
MILE5TONE TWO: Job Analysis			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 75.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 1,152.50
MILE5TONE THREE: Develop Written Test			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	4	$ 840.00
Senior Tech Staff	$ 185.00	12	$ 2,220.00
Printing, Copying, Shipping,etc.			$ 125.00
General Overhead			$ 60.00
		5UB-TOTAL	$ 3,245.00
MILESTONE FOUR: Develop Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	7	$ 1,295.00
Printing, Copying, Shipping,etc.			$ 115.00
General Overhead			$ 45.00

		SUB-TOTAL	$ 1,875.00
MILESTONE FIVE: Administer Written Test			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 125.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,217.50
MILESTONE SIX: Administer Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2.5	$ 525.00
Senior Tech Staff	$ 185.00	5	$ 925.00
Printing, Copying, Shipping,etc.			$ 225.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,725.00
MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	4	$ 840.00
Senior Tech Staff	$ 185.00	10	$ 1,850.00
Printing, Copying, Shipping,etc.			$ 800.00
General Overhead			$ 125.00
		SUB-TOTAL	$ 3,615.00
MILESTONE EIGHT: Compile and Report Final List			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	2.25	$ 416.25
Printing, Copying, Shipping,etc.			$ 85.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 761.25
MILESTONE NINE: Archive Validity Data			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	0.5	$ 105.00
Senior Tech Staff	$ 185.00	1.25	$ 231.25
Printing, Copying, Shipping,etc.			$ 50.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 421.25
OVERALL TOTAL PROPOSED PRICE			**$ 14,975.00**
(5) Fire Assistant Fire Marshal			
MILESTONE ONE: Initial Planning and Kickoff			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	2.5	$ 462.50
Printing, Copying, Shipping,etc.			$ 35.00
General Overhead			$ 30.00
		SUB-TOTAL	$ 947.50

MILESTONE TWO: Job Analysis			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 60.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 1,137.50
MILESTONE THREE: Develop Written Test			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1.5	$ 315.00
Senior Tech Staff	$ 185.00	5	$ 925.00
Printing, Copying, Shipping,etc.			$ 100.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,390.00
MILESTONE FOUR: Develop Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	7	$ 1,295.00
Printing, Copying, Shipping,etc.			$ 85.00
General Overhead			$ 45.00
		SUB-TOTAL	$ 1,845.00
MILESTONE FIVE: Administer Written Test			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 95.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,187.50
MILESTONE SIX: Administer Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	8	$ 1,480.00
Printing, Copying, Shipping,etc.			$ 125.00
General Overhead			$ 45.00
		SUB-TOTAL	$ 2,070.00
MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	3	$ 630.00
Senior Tech Staff	$ 185.00	8	$ 1,480.00
Printing, Copying, Shipping,etc.			$ 500.00
General Overhead			$ 100.00
		SUB-TOTAL	$ 2,710.00
MILESTONE EIGHT: Compile and Report Final List			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00

Senior Tech Staff	$ 185.00	2.25	$ 416.25
Printing, Copying, Shipping,etc.			$ 150.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 826.25

MILESTONE NINE: Archive Validity Data

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	0.5	$ 105.00
Senior Tech Staff	$ 185.00	1.25	$ 231.25
Printing, Copying, Shipping,etc.			$ 45.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 416.25
OVERALL TOTAL PROPOSED PRICE			**$ 12,530.00**

(6) Deputy Fire Marshal

MILESTONE ONE: Initial Planning and Kickoff

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	2.25	$ 416.25
Printing, Copying, Shipping,etc.			$ 60.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 931.25

MILESTONE TWO: Job Analysis

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 65.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 1,142.50

MILESTONE THREE: Develop Written Test

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 1,177.50
Senior Tech Staff	$ 185.00	5.5	$ 1,017.50
Printing, Copying, Shipping,etc.			$ 85.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 2,330.00

MILESTONE FOUR: Develop Structured Oral Process

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2	$ 420.00
Senior Tech Staff	$ 185.00	7	$ 1,295.00
Printing, Copying, Shipping,etc.			$ 120.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,885.00

MILESTONE FIVE: Administer Written Test

ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4.5	$ 832.50
Printing, Copying, Shipping,etc.			$ 100.00

General Overhead			$ 50.00
		SUB-TOTAL	$ 1,192.50
MILESTONE SIX: Administer Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	2.5	$ 525.00
Senior Tech Staff	$ 185.00	6	$ 1,110.00
Printing, Copying, Shipping,etc.			$ 275.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,960.00
MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	3	$ 630.00
Senior Tech Staff	$ 185.00	8	$ 1,480.00
Printing, Copying, Shipping,etc.			$ 200.00
General Overhead			$ 100.00
		SUB-TOTAL	$ 2,410.00
MILESTONE EIGHT: Compile and Report Final List			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	1	$ 210.00
Senior Tech Staff	$ 185.00	4	$ 740.00
Printing, Copying, Shipping,etc.			$ 95.00
General Overhead			$ 50.00
		SUB-TOTAL	$ 1,095.00
MILESTONE NINE: Archive Validity Data			
ROLE	HRLY RATE	EST HRS	EST FEE
Project Manager	$ 210.00	0.5	$ 105.00
Senior Tech Staff	$ 185.00	2	$ 370.00
Printing, Copying, Shipping,etc.			$ 45.00
General Overhead			$ 35.00
		SUB-TOTAL	$ 555.00
OVERALL TOTAL PROPOSED PRICE			**$ 13,501.25**
COMBINED TOTAL ALL DESIGNATED RANKS			**$ 109,753.75**

NOTE: Pricing is based on the assumption that Waterbury will provide at no cost to the consultant an appropriate venue for the various elements of the testing process requiring assembling of candidates. Pricing, however, does includes the venue cost for scoring the recorded oral component of the proposed testing process on the assumption that consultant's National Scoring Center in Memphis, Tennessee, will be the site for those activities.

NOTE 2: The indicated pricing for each designated rank is based on the assumption that the number of candidates actually undergoing the process will not substantially exceed the estimated number of candidates indicated in the RFP; namely Fire Lieutenant - 115 candidates; Fire Captain - 30 candidates; Fire Battalion Chief - 10 candidates; Fire Deputy Chief - 2 candidates; Assistant Fire Marshal - 4 candidates; and Deputy Fire Marshal - 5 candidates. Should there be a substantial increase in candidates, an appropriate adjustment in price to accommodate for the increased level of effort required by the variance, agreed upon in good faith discussion, will be required.

NOTE 3: Additional testing for ranks not specifically designated will be conducted upon proper purchase order. The price for such process will be determined using the one template among the foregoing specifically designated ranks that is the closest approximation to the number of candidates anticipated for the additional presently-unspecified rank or ranks. Proposer notes that Addendum One makes reference to two positions not specifically listed in the RFP; namely Fire Marshal and Director of Training. Based on the anticipated number of candidates referenced in the Addendum, we would anticipate that the price for either of those ranks, if added during the contract term, would be the same as for Deputy Fire Marshal.

WATERBURY FIRE DEPARTMENT
ENTRY LEVEL FIREFIGHTER CIVIL SERVICE TESTING
RFP #6868 - BAF- restructured per request

MILESTONE ONE: Initial Planning and Kickoff

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
1.1	Professional Services	$ 2,000.00	$ 2,000.00
1.2	Print, ship, etc.	$ 250.00	$ 250.00
1.3	Overhead	$ 150.00	$ 150.00
	TOTAL	**$ 2,400.00**	**$ 2,400.00**

MILESTONE TWO: Job Analysis

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
2.1	Professional Services	$ 4,590.00	$ 4,590.00
2.2	Print, ship, etc.	$ 250.00	$ 250.00
2.3	Overhead	$ 125.00	$ 125.00
	TOTAL	**$ 4,965.00**	**$ 4,965.00**

MILESTONE THREE: Develop Written Test

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
3.1	Professional Services	$ 7,600.00	$ 7,600.00
3.2	Print, ship, etc.	$ 2,500.00	$ 2,500.00
3.3	Overhead	$ 125.00	$ 125.00
	TOTAL	**$ 10,225.00**	**$ 10,225.00**

MILESTONE FOUR: Develop Structured Oral Process

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
4.1	Professional Services	$ 7,010.00	$ 7,010.00
4.2	Print, ship, etc.	$ 250.00	$ 250.00
4.3	Overhead	$ 125.00	$ 125.00
	TOTAL	**$ 7,385.00**	**$ 7,385.00**

MILESTONE FIVE: Administer Written Test

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
5.1	Professional Services	$ 8,120.00	$ 8,910.00
5.2	Print, ship, etc.	$ 2,250.00	$ 2,750.00
5.3	Overhead	$ 750.00	$ 750.00
	TOTAL	**$ 11,120.00**	**$ 12,410.00**

MILESTONE SIX: Administer Structured Oral Process

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
6.1	Professional Services	$ 16,140.00	$ 18,040.00
6.2	Print, ship, etc.	$ 2,500.00	$ 2,500.00
6.3	Overhead	$ 1,000.00	$ 1,000.00
	TOTAL	**$ 19,640.00**	**$ 21,540.00**

MILESTONE SEVEN: Recruit, Train Raters/Oversee Scoring Structured Oral Process

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
7.1	Professional Services	$ 18,660.00	$ 23,400.00
7.2	Print, ship, etc.	$ 1,850.00	$ 2,000.00
7.3		$ 600.00	$ 1,250.00
	TOTAL	**$ 21,110.00**	**$ 26,650.00**

MILESTONE EIGHT: Compile and Report Final List

Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
8.1	Professional Services	$ 6,120.00	$ 6,120.00
8.2	Print, ship, etc.	$ 225.00	$ 225.00
8.3	Overhead	$ (300.00)	$ 500.00
	TOTAL	**$ 6,045.00**	**$ 6,845.00**
MILESTONE NINE: Archive validity data			
Item No.	Item Description	1 to 299 cand's	300 to 450 cand's
9.1	Professional Services	$ 1,900.00	$ 1,900.00
9.2	Print, ship, etc.	$ 250.00	$ 250.00
9.3	Overhead	$ 125.00	$ 125.00
	TOTAL	**$ 2,275.00**	**$ 2,275.00**
OVERALL TOTALS		**$ 85,165.00**	**$ 94,695.00**

NOTE: Professional services are based on application of hourly rates of $210/hr for Project Manager and $185/hour for professional staff

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Roy Cavanaugh, P.E., City Engineer

Date: June 10, 2026

Re: **Board of Aldermen Approval Request / Engineering Executive Summary** - Contract for 2026 Pavement Markings between the City of Waterbury and Safety Marking LLC.

The Engineering Department respectfully requests your approval of the above-referenced contract in the amount of $98,942.66 for 2026 Pavement Markings between the City of Waterbury and Safety Marking LLC.

The contract was initiated under Request for Proposals (RFP) No. 8783 and after an initial review of the two (2) proposals received, the Selection Committee recommended further negotiation with each firm. Safety Marking LLC submitted revised pricing, while K5 Corporation declined to negotiate. Based upon demonstrated reliability, responsiveness and quality of work, along with coordination considerations (Safety Markings will be providing the line striping associated with the 2026 Milling and Paving Program) the Selection Committee recommends that it would be in the best interest of the City to award the contract to Safety Marking LLC – See attached Award Recommendation Memorandum, dated 6/8/26.

Safety Marking LLC has successfully completed numerous other projects for the City, including the 2025 Pavement Markings program.

Generally, the Project consists of furnishing and installing Epoxy Resin Pavement Markings on various roads throughout the City. All materials and work done under this contract shall be in conformance with the City of Waterbury Standards, The State of Connecticut Department of Transportation 2020 Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction Form 818 (including all Supplemental Specifications dated July 2021). All work will be in accordance with the City's plans and specifications and will be overseen by Engineering staff. Additionally, Safety Marking LLC will be required to reach Final Completion on or before November 30, 2026.

The work for this project will come from Town Aid Roads ("TAR") funds.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract; as well as the Selection Committee's Recommendation letter, Safety Marking's Price Proposal, the Disclosure and Certification of Obligations Affidavit submitted by Safety Marking, 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, Technical Specifications and Construction Details, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that Engineering will have a representative available for your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Attachments

cc: Attorney Joseph Yamin, via email, w/o attachment
David B. Simpson, Director of Public Works, via email, w/o attachment
File: T063

Construction Contract for 2026 Pavement Markings between the City of Waterbury and Safety Marking, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Safety Marking, LLC located at 225 Hancock Avenue, Bridgeport, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8783** for a project entitled 2026 Pavement Markings (the "Project");

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8783**; and

WHEREAS, the City desires to obtain the Contractor's services for 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)** 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 certain drainage and other related improvements as detailed and further described in the Proposal Documents in **Attachment A**, which attachment is hereby made as a material provision 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 8783** (acknowledged by the Contractor as having been received and incorporated by reference);
- **1.1.2** Contractor's Proposal submitted in response to **RFP Number 8783,** including Contractor's Price Proposal, dated May 19, 2026, and consisting of 3 pages (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 20) consisting of 6 pages (attached hereto);
1.1.6 General Conditions (Article 1 – Article 114) consisting of 35 pages (attached hereto);
1.1.7 Technical Specifications consisting of 29 pages (attached hereto);
1.1.8 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);
1.1.9 Any and all amendments and change orders issued by the City after execution of Contract (incorporated by reference);
1.1.10 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and
1.1.11 All permits (including, but not limited to, City of Waterbury Building 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. 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 Special Conditions;
1.2.5 General Conditions;
1.2.6 Technical Specifications;
1.2.7 Construction Details; and
1.2.8 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 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 responsibility 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 8783** (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 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 conditions 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. The 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 provides 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. – NOT APPLICABLE. 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 and Contractor shall comply with all applicable municipal public works contract and LoCIP requirements.

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 commence all work and services upon the City's issuance of its written Notice to Proceed and shall reach Substantial Completion of the Project on or before **November 15, 2026**, and achieve Final Completion of all work and services required under this contract on or before **November 30, 2026** ("Contract Time").

5.1. The Project's construction schedule, if any, is attached hereto as **Attachment B**. 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 **Seven Hundred Fifty ($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 damage 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 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. This is a unit price contract. 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 **Ninety-Eight Thousand Nine Hundred Forty-Two and 66/100 Dollars ($98,942.66)** (hereafter referred to as "Total Compensation") with the basis for payment being the unit prices itemized in the Contractor's Proposal set forth in **Attachment A**.

6.1.1 Contractor agrees to hold all pricing, including all unit pricing, as set forth in **Attachment A** until Final Completion or until 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 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.

6.3.3 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 8783** 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. Additionally, during the course of the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

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 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 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, 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 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 on Any Auto, All Owned and Hired Autos:

$1,000,000.00 Combined Single Limit Each Accident

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 and Professional Liability shall be endorsed to add the City of Waterbury as additional insured and provide waiver of subrogation on all policies except Builders Risk (if applicable). The insurance afforded by 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 and Professional Liability. All policies shall include a Waiver of Subrogation". The City's Request for Proposal Number must be shown on the certificate of insurance to ensure 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. Section 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 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

14. Place Holder.

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. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2**.

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. 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 requirements 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.

18.4. The Contractor shall make payments to its subcontractors in accordance with all applicable State and Federal laws and regulations. At the City's sole discretion (but not obligation), it may require written proof that all prior periodic payments to subcontractors have been made prior to releasing any subsequent payments, including final payment.

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 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 8783**, and **(ii)** the Contractor's response to **RFP Number 8783.** 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:
Safety Marking, LLC
225 Hancock Avenue
Bridgeport, CT 06605

City:
City of Waterbury
c/o Engineering Department
5th Floor
185 South Main Street
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 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 another 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. 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 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.

35.16. 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 (also known as Special 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: City of Waterbury Engineering Department.

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:

SAFETY MARKING, LLC

By:_____
Steven Treglia, duly authorized

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 8783** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 Contractor's Proposal submitted in response to **RFP Number 8783,** including Contractor's Price Proposal, dated May 19, 2026 and consisting of 3 pages (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 20) consisting of 6 pages (attached hereto);

1.1.6 General Conditions (Article 1 – Article 114) consisting of 35 pages (attached hereto);

1.1.7 Technical Specifications consisting of 29 pages (attached hereto);

1.1.8 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.9 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.10 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.11 All permits (including, but not limited to, City of Waterbury Building permits) and licenses (incorporated by reference).

ATTACHMENT B

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Kevin McCaffery, Director of Purchasing

From: Roy E. Cavanaugh, P.E.

Date: June 8, 2026

Re: **RFP #8783 for 2026 Pavement Markings** - Selection Committee Award Recommendation of Safety Marking LLC

Responses to Request for Proposals # 8783 for 2026 Pavement Markings were received from two (2) Proposers (K5 Corporation and Safety Marking LLC) and reviewed by a Selection Committee comprised of Michael Tuohy, Construction Manager, Noreen Brady, Acting Project Manager Engineering/Traffic and myself.

Subsequent to a comprehensive review of the two proposals the Selection Committee requested further negotiation with both firms. Safety Marking LLC submitted revised pricing. K5 Corporation declined further negotiation. The City has utilized the services of both firms previously. Based upon demonstrated reliability, responsiveness and quality of work, along with coordination considerations (Safety Marking will be doing the line striping associated with the 2026 Milling and Paving Project), the Selection Committee recommends that it would be in the best interest of the City to award the contract to Safety Marking LLC.

Accordingly, kindly issue the appropriate notification to Safety Marking, 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.

Roy E. Cavanaugh, City Engineer
Cc: Selection Committee Members, via email

ATTACHMENT E

Price Proposal

(Must be submitted as part of RFP # 8783 response in a separate sealed envelope, marked "Confidential: Price.")

Date: May 19, 2026

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,

Safety Marking LLC
(Print or Type Company/Corporate Name)

(Print or Type Business Address)

255 Hancock Avenue

Bridgeport, CT 06605

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]

Base Price

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES PER ITEM IN FIGURES		TOTAL IN FIGURES	
					DOLLARS	CENTS	DOLLARS	CENTS
1	1210102	L.F.	40,404	DOUBLE 4" YELLOW EPOXY PAVEMENT MARKINGS FOR Zero DOLLARS Ninety Six CENTS	0	94	$37,979	.76
2	1210103	L.F.	40,612	SINGLE 4" WHITE EPOXY PAVEMENT MARKINGS FOR Zero DOLLARS Forty Eight CENTS	0	45	$18,275	.40
3	1210103	L.F.	750	SINGLE 4" YELLOW EPOXY PAVEMENT MARKINGS FOR Zero DOLLARS Forty Eight CENTS	0	45	$337	.50
4	1210105	S.F.	1,300	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS FOR Five DOLLARS Seventy Five CENTS	5	75	$7,475	.00
5	1210106	L.F.	4,500	12" WHITE EPOXY RESIN PAVEMENT MARKINGS FOR Seven DOLLARS Seventy Five CENTS	7	75	$34,875	.00

[continued on following page]

TOTAL PRICE - (Sum of Total Amounts for Bid Items 1-5 set out above):

Ninety Eight Thousand Nine Hundred Forty Two Dollars

and Sixty Six Cents
(Amount In Words)

$ 98,942.66
(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:

06-1267005
Social Security Number or
Federal Identification Number
(Print or Type)

Safety Marking LLC
Company/Corporate Name (Print or Type)

Signature of Authorized Official

Incorporated in the State of Connecticut

Steven Treglia
Name of Authorized Official (Print or Type)

Chief Financial Officer
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

255 Hancock Avenue
Business Address: (Print or Type)

Bridgeport, CT 06605
City, State, Zip Code: (Print or Type)

(203) 333-6870
Business Telephone Number: (Print or Type)

(203) 330-2743
Business Fax Number: (Print or Type)

Business Mobile Number: (Print or Type)

cthomas@safetymarking.net
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

FILL IN AND RETURN WITH YOUR SUBMISSION

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.: Bridgeport

County of Fairfield

Steven Treglia, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** CFO (circle/complete as applicable) of Safety Marking 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.

FILL IN AND RETURN WITH YOUR SUBMISSION

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	Terry Healy	CEO	Safety Marking of New York	Service	9/16/1969
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			

FILL IN AND RETURN WITH YOUR SUBMISSION

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	Highview Capital	Private Equity		80%
2	Mark Kelly	Chairman of the Board	11/17/1954	20%
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	Safety Marking LLC	Secretary of the State of Connecticut	255 Hancock Ave. Bridgeport
2			
3			
4			

FILL IN AND RETURN WITH YOUR SUBMISSION

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 _____ 202____.

_____

Signature of Notary Public

_____

Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

FILL IN AND RETURN WITH YOUR SUBMISSION

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

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Witness

Safety Marking LLC
Name of Corporation (Print of Type)

Address of Business: 255 Hancock Avenue
Bridgeport, CT 06605

Affix Corporate Seal

By: _____
Signature of Authorized Corporate Officer

Steven Treglia
Name of Authorized Corporate Officer (Print of Type)

Its: Chief Financial Officer
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)
) SS Bridgeport
County of Fairfield)

Steven Treglia being duly sworn, deposes and says that he/she is CFO of Safety Marking 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 19th day of May 2026.

Elena Vilarinho
Signature of Notary Public

SEAL

Name of Notary Public (Print of Type)

My Commission Expires:

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 6/10/2026

From: **Delinquent Tax Office**

To: **Noreen Brady- Acting Project Manager**
Public Works- Engineering

Subject: **Tax Clearance Verification**

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

Safety Marking LLC
Terry Healy
Highview Capital
Mark Kelly
255 Hancock Ave.
Bridgeport, CT 06605

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

Respectfully,

Heidi Barbieri. CCMC
Deputy Tax Collector
City of Waterbury

HB/wf

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Construction Contract with N&S Electric, Inc. (RFP 8782), in the not to exceed amount of $74,322.98, for Theatrical Lighting Upgrades at Waterbury Arts Magnet School.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 2, 2026

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Contract Between Waterbury Public Schools and N&S Electric, Inc. (RFP #8782)

The Education Department respectfully requests your review and approval of a contract between Waterbury Arts Magnet School and N&S Electric, Inc. for theatrical lighting system upgrades and installation in the Drama Classroom.

The contract provides that N&S Electric, Inc. will supply all items outlined in the price proposal.

- Power & Dimming/Relay System: Replace existing dimmer rack with a hybrid relay and dimming system
- Architectural Control System: Provide a programmable lighting control system
- Network & Control: DMX and network-based control system
- Cabling & Infrastructure: Provide all DMX and power cabling, connectors, and adapters
- Installation & Commissioning: Full system installation including patching, programming, system testing, training, and warranty/support

Financial Commitments:

The total cost of the project is **$70,783.83**, with a **5% contingency of $3,539.15**, for a **total of $74,322.98** and is funded through the Waterbury Arts Magnet School 2025-2026 Magnet School Grant.

A representative of the Education Department will be present at your upcoming meeting to answer any questions you may have regarding this issue. Thank you for your consideration.

Construction Contract
for
Theatrical Lighting Upgrades
to
The Waterbury Arts Magnet School
between
City of Waterbury
and
N&S Electric, 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 **N&S ELECTRIC, INC.**, located at 120 Allen Street, Stratford, Connecticut 06615, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8782** for certain theatrical lighting upgrades at The Waterbury Arts Magnet School; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8782**; and

WHEREAS the City desires to obtain the Contractor's services 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 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. The Project consists of performing certain theatrical lighting upgrades at the Waterbury Arts Magnet School located at 16 South Elm Street, Waterbury, Connecticut, all as more particularly detailed and described in the Bid Documents in **Attachments A** and **B** (if any, 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. 8782**, incorporated by reference;
1.1.2 Addendums **N/A** to **RFP No. 8782** (attached hereto);
1.1.3 Contractor's Price Proposal (revised), dated May 28, 2026, consisting of pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8782**, dated May 20, 2026, consisting of 35 pages (attached hereto);
1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances;
1.1.6 "City of Waterbury, Board of Education, **RFP No. 8782**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in **Section 1.1.7**;
1.1.7 "Site Map" with List of Drawings prepared by **N/A**, consisting of **N/A** pages (**see** **Attachment A**, which contains the link to the Site Map);
1.1.8 State of Connecticut Prevailing Wage Schedule dated **N/A**, and related information, consisting of **N/A** pages (attached hereto and as otherwise incorporated by reference);
1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference**)**;
1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.12 All amendments 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 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 conflicts with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern 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. 8782**, if any;
1.2.5 **RFP No. 8782** including "City of Waterbury, Board of Education, **RFP No. 8782**, **Attachment A**";
1.2.6 Contractor's Price Proposal;

1.2.7 Contractor's Response; and

1.2.8 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 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 submitting 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. 8782** (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 conditions 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 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 **forty-five (45) days** of the issuance of the City's written Notice to Proceed and shall reach Final Completion on or before **August 24, 2026** ("Contract Time").

5.1. Attached hereto as **Attachment B**, if any, 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 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 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 **SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY TWO AND 98/100 DOLLARS ($74,322.98)** (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. **$70,783.83**(base payment); and
ii. **$3,539.15** - Owner Controlled Contingency as governed by **Section 6.1.1.**

6.1.1 Owner Controlled Contingency and Allowance(s). At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(ii)** of this Contract or any allowance(s) shall be utilized for the payment to the Contractor for additional work 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/allowance shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency and Allowance(s) shall be the funding source for any City approved additional work and services. Unless properly approved in writing by the City (see **Section 27**), Contractor shall not be entitled to any compensation from such contingency or allowance. 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 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 bid for **RFP No. 8782** 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 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 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, and 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 City 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 the 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 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 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: **$1,000,000.00** each occurrence and **$1,000,000.00** in the 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: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City 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 by 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 ensure 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, if applicable to the Project. 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 Place Holder.

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 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

14. Place Holder.

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. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2**.

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 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 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 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 No. 8782** and **(ii)** the Contractor's Bid response to **RFP No. 8782**. 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: N&S Electric, Inc.
120 Allen Street
Stratford, CT 06615

City: City of Waterbury
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 Inspectors 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.

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:

_____

_____

N&S ELECTRIC, INC.

By:_____
Phillip Nizzardo III, V.P.

Date: _____

ATTACHMENT A

ATTACHMENT B

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Contract Amendment with the State of Connecticut Office of Early Childhood, for funding of Early Start CT.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Ph-203-574-8024/F-203-574-6709
Maureen M. Bergin
Supervisor, Early Childhood Education

Executive Summary

DATE: June 8, 2026

TO: Honorable Board of Education

Honorable Board of Alderman

FROM: Maureen M. Bergin, Early Childhood Education, Supervisor

I respectfully request approval of an amendment to the Early Start CT Grant Agreement with the State of Connecticut to increase the total contract amount by $272,160.00, raising the total from $3,888,000.00 to $4,160,160.00. This increase is designated for Child Care and Education Services for the current contract period spanning July 1, 2025, to June 30, 2027.

Early Start CT is a state-funded early care and education program successfully launched on July 1, 2025. There are currently twenty-three operational classrooms located across ten schools in Waterbury. The original agreement provided the City with $3,888,000.00 over two years to fund 360 spaces annually at no cost to the City. The Early Start system has replaced the School Readiness program as the mechanism through which State funds are distributed to early care and education providers in high-needs communities.

This amendment will provide the City with the additional $272,160.00 through June 30, 2027, increasing the per-space funding allocation to better support these 360 annual spaces at no additional cost to the City.

STATE OF CONNECTICUT

OFFICE OF EARLY CHILDHOOD

CONTRACT AMENDMENT

Contractor: City of Waterbury Board of Education

Contractor Address: 236 Grand Street, Waterbury, 06702

Contract Number: 25OECESC01WAT

Amendment Number: A1

Total Contract Amount: $4,160,160.00

Contract Term: 7/1/25 - 6/30/27

The Contract between City of Waterbury Board of Education *(the "Contractor")* and the Office of Early Childhood *(the "Agency"),* which was executed on 7/21/2025**,** and amended on N/A is hereby further amended as follows:

1. The cover page of the Original Contract **as previously amended on N/A** is hereby further amended to increase the total Contract Amount by **$272,160.00** from **$3,888,000.00** to **$4,160,160.00**. **The increase includes:**

a. an increase of **$272,160.00** from **$3,888,000.00** to **$4,160,160.00** for Child Care Services for the contract period from **7/1/2025 to 6/30/2027**.

b. an increase of **$ 0.00** from **$ 0.00** to **$ 0.00** for State Head Start Funding Child Care Spaces for the contract period from **7/1/2025 to 6/30/2027.**

c. an increase the Contract Amount by **$ 0.00** from **$ 0.00** to **$ 0.00** for State Head Start Funding Program Quality for the contract period from **7/1/2025 to 6/30/2027**.

2. **Part I, Section B., Subsection 4.a. 'Prohibition of Space Funding'** is hereby deleted and the following substituted in lieu thereof:

a. The Contractor shall not allow the purchase of, or accept funding by, any other state or federal child care grantor contract for full-time child care spaces identified in Part I, Section B.3., **Categories of Child Care Services**, including, but not limited to, the following grantors:
   i. The Federal Head Start/Early Head Start program;
   ii. CSDE's Family Resource Center programs; and

iii. Child care grantor contract programs of DCF.

3. Part I, Section E, Subsection 1 'Budget' of the Original Contract is hereby deleted, and the following is substituted in lieu thereof:

a. The Contractor shall receive a maximum payment of **$4,160,160.00** for performance under this Contract.

Fund	SID	Department	Project	Bud Ref	Program	Account	ChartField	Amount
11000	16274	OEC64845	OEC*7	State-funded slots	83032	51290	CF2: OEC00020 Infant/Tod	**$ 0.00**
11000	16274	OEC64845	OEC*7	State-funded slots	83032	51290	CF2: OEC00021 Preschool	**$3,888,000.00**
11000	16274	OEC64845	OEC*7	State-funded slots	83032	51290	CF2: OEC00022 School Age	**$ 0.00**
11000	16274	OEC64845	OEC*7	Admin (FCC)	83032	51290	CF2: OEC00011	**$ 0.00**
11000	16274	OEC64845	OEC*7	Private Provider Payment	83032	51290	CF2: OEC00017	**$ 0.00**
11000	16101	OEC64845	OEC*7	State Head Start	83032	51290	CF1: 170104	**$ 0.00**
11000	16101	OEC64845	OEC*7	SHS PQ	83032	51290	CF1: 170106	**$ 0.00**
12060	35753	OEC64845	OEC*7	State-funded slots	83032	51290	CF2: OEC00020 Infant/Tod	**$ 0.00**
12060	35753	OEC64845	OEC*7	State-funded slots	83032	51290	CF2: OEC00021 Preschool	**$272,160.00**
12060	35753	OEC64845	OEC*7	State-funded slots	83032	51290	CF2: OEC00022 School Age	**$ 0.00**
12060	35753	OEC64845	OEC*7	State Head Start	83032	51290	CF1: 170104	**$ 0.00**
12060	35753	OEC64845	OEC*7	SHS PQ	83032	51290	CF1: 170106	**$ 0.00**

SFY 2026

# Spaces	Categories of Care	Annual Rate	# of months	Chartfield	Total Annual Amount
0	Full-time Infant/Toddler care (Full year)	**$13,500.00**	**3**	**CF2:00020**	**$ 0.00**
0	Full-time Infant/Toddler care (Full year)	**$14,580.00**	**3**	**CF2:00020**	**$ 0.00**
0	Full-time Infant/Toddler care (Full year)	**$14,580.00**	**6**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (Full year)	**$9,300.00**	**3**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (Full year)	**$10,044.00**	**3**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (Full year)	**$10,044.00**	**6**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (Full year)	**$4,800.00**	**3**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (Full year)	**$5,184.00**	**3**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (Full year)	**$5,184.00**	**6**	**CF2:00020**	**$ 0.00**
0	Full-time Infant/Toddler care (10 Months)	**$11,250.00**	**3**	**CF2:00020**	**$ 0.00**
0	Full-time Infant/Toddler care (10 Months)	**$12,150.00**	**3**	**CF2:00020**	**$ 0.00**
0	Full-time Infant/Toddler care (10 Months)	**$12,150.00**	**6**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (10 Months)	**$7,750.00**	**3**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (10 Months)	**$8,370.00**	**3**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (10 Months)	**$8,370.00**	**6**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (10 Months)	**$4,000.00**	**3**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (10 Months)	**$4,320.00**	**3**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (10 Months)	**$4,320.00**	**6**	**CF2:00020**	**$ 0.00**
0	Full-time Preschool care (Full year)	**$10,500.00**	**3**	**CF2:00021**	**$ 0.00**
0	Full-time Preschool care (Full year)	**$11,340.00**	**3**	**CF2:00021**	**$ 0.00**
0	Full-time Preschool care (Full year)	**$11,340.00**	**6**	**CF2:00021**	**$ 0.00**
0	Half-time Preschool care (Full year)	**$7,200.00**	**3**	**CF2:00021**	**$ 0.00**
0	Half-time Preschool care (Full year)	**$7,776.00**	**3**	**CF2:00021**	**$ 0.00**
0	Half-time Preschool care (Full	**$7,776.00**	**6**	**CF2:00021**	**$ 0.00**

	year)				
0	Quarter-time Preschool care (Full year)	**$3,600.00**	**3**	**CF2:00021**	**$ 0.00**
0	Quarter-time Preschool care (Full year)	**$3,888.00**	**3**	**CF2:00021**	**$ 0.00**
0	Quarter-time Preschool care (Full year)	**$3,888.00**	**6**	**CF2:00021**	**$ 0.00**
0	Full-time Preschool care (10 Months)	**$8,750.00**	**3**	**CF2:00021**	**$ 0.00**
0	Full-time Preschool care (10 Months)	**$9,450.00**	**3**	**CF2:00021**	**$ 0.00**
0	Full-time Preschool care (10 Months)	**$9,450.00**	**6**	**CF2:00021**	**$ 0.00**
288	Half-time Preschool care (10 Months)	**$6,000.00**	**3**	**CF2:00021**	**$432,000.00**
288	Half-time Preschool care (10 Months)	**$6,480.00**	**3**	**CF2:00021**	**$466,560.00**
288	Half-time Preschool care (10 Months)	**$6,480.00**	**6**	**CF2:00021**	**$933,120.00**
72	Quarter-time Preschool care (10 Months)	**$3,000.00**	**3**	**CF2:00021**	**$54,000.00**
72	Quarter-time Preschool care (10 Months)	**$3,240.00**	**3**	**CF2:00021**	**$58,320.00**
72	Quarter-time Preschool care (10 Months)	**$3,240.00**	**6**	**CF2:00021**	**$116,640.00**
0	Full-time School Age care (Hybrid space)	**$4,125.00**	**3**	**CF2:00022**	**$ 0.00**
0	Full-time School Age care (Hybrid space)	**$4,464.00**	**3**	**CF2:00022**	**$ 0.00**
0	Full-time School Age care (Hybrid space)	**$4,464.00**	**6**	**CF2:00022**	**$ 0.00**
0	Half-time School Age care (10 Months)	**$2,700.00**	**3**	**CF2:00022**	**$ 0.00**
0	Half-time School Age care (10 Months)	**$2,920.00**	**3**	**CF2:00022**	**$ 0.00**
0	Half-time School Age care (10 Months)	**$2,920.00**	**6**	**CF2:00022**	**$ 0.00**
0	Quarter-time School Age care (2 Months)	**$1,150.00**	**3**	**CF2:00022**	**$ 0.00**
0	Quarter-time School Age care (2 Months)	**$1,242.00**	**3**	**CF2:00022**	**$ 0.00**
0	Quarter-time School Age care (2 Months)	**$1,242.00**	**6**	**CF2:00022**	**$ 0.00**
	Total Amount for Child Care Spaces				**$2,060,640.00**
	State Head Start Funding – Child Care Spaces				**$ 0.00**
	State Head Start Funding –				**$ 0.00**

	Program Quality			
	Private Provider Payment			**$ 0.00**
	Cost of Living Adjustment (COLA)			**$ 0.00**
	10% Administrative Fee			**$ 0.00**
	Total Child Care Funding			**$2,060,640.00**

FY2027

# Spaces	Categories of Care	Annual Rate	# of months	Chartfield	Total Annual Amount
0	Full-time Infant/Toddler care (Full year)	**$14,580.00**	**12**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (Full year)	**$10,044.00**	**12**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (Full year)	**$5,184.00**	**12**	**CF2:00020**	**$ 0.00**
0	Full-time Infant/Toddler care (10 Months)	**$12,150.00**	**12**	**CF2:00020**	**$ 0.00**
0	Half-time Infant/Toddler care (10 Months)	**$8,370.00**	**12**	**CF2:00020**	**$ 0.00**
0	Quarter-time Infant/Toddler care (10 Months)	**$4,320.00**	**12**	**CF2:00020**	**$ 0.00**
0	Full-time Preschool care (Full year)	**$11,340.00**	**12**	**CF2:00021**	**$ 0.00**
0	Half-time Preschool care (Full year)	**$7,776.00**	**12**	**CF2:00021**	**$ 0.00**
0	Quarter-time Preschool care (Full year)	**$3,888.00**	**12**	**CF2:00021**	**$ 0.00**
0	Full-time Preschool care (10 Months)	**$9,450.00**	**12**	**CF2:00021**	**$ 0.00**
288	Half-time Preschool care (10 Months)	**$6,480.00**	**12**	**CF2:00021**	**$1,866,240.00**
72	Quarter-time Preschool care (10 Months)	**$3,240.00**	**12**	**CF2:00021**	**$233,280.00**
0	Full-time School Age care (Hybrid space)	**$4,464.00**	**12**	**CF2:00022**	**$ 0.00**
0	Half-time School Age care (10 Months)	**$2,920.00**	**12**	**CF2:00022**	**$ 0.00**
0	Quarter-time	**$1,242.00**	**12**	**CF2:00022**	**$ 0.00**

	School Age care (2 Months)				
	Total Amount for Child Care Spaces				**$2,099,520.00**
	State Head Start Funding – Child Care Spaces				**$ 0.00**
	State Head Start Funding – Program Quality				**$ 0.00**
	Private Provider Payment				**$ 0.00**
	Cost of Living Adjustment (COLA)				**$ 0.00**
	10% Administrative Fee				**$ 0.00**
	Total Child Care Funding				**$2,099,520.00**

4. Part I, Section E, Subsection 3 'Payment Schedule' of the Original Contract is hereby deleted and the following is substituted in lieu thereof:

a. **Child Care Services Payments.** OEC shall make payments up to a maximum amount of **$4,160,160.00** for Child Care Services as described in Part I, Section E, Subsection 1, delivered during the Contract term on the following schedule:

Payment Date	Amount
FY26 Contract Execution (PAID)	**$486,000.00**
FY26Quarter 2 (PAID)	**$486,000.00**
FY26 Quarter 3 (PAID)	**$486,000.00**
FY26 Quarter 4 (PAID)	**$486,000.00**
Amendment 1 Execution	**$116,640.00**
FY27 Quarter 1	**$524,880.00**
FY27 Quarter 2	**$524,880.00**
FY27 Quarter 3	**$524,880.00**
FY27 Quarter 4	**$524,880.00**

5. Part I, Section E, Subsection 5, 'Budget Variance' of the original contract is hereby deleted and the following is substituted in lieu thereof:

Budget Revision.

The Contractor shall not move Spaces, listed in Part l, Section E. 1. Budget, from one category of care to another category of care without submitting a budget revision request, in a format and form provided by OEC, to the ECE Program Manager and receiving written approval by OEC.

Budget Revision requests for more than ten (10) spaces will require a contract amendment. Only one budget revision request for more than ten (10) spaces will be approved per contract year.

OEC will execute amendments for approved budget revision requests quarterly on the following schedule:

Amendment Date	**Budget Revision Request Submission Date**
July 1st	On or before April 1st
October 1st	On or before July 1st
January 1st	On or before October 1st
April 1st	On or before January 1st

6. Effective on and after **February 11, 2026**, **Part II**, **TERMS and CONDITIONS** of the Original Contract shall be deleted in its entirety and replaced with the following:

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Artificial Intelligence"** has the same meaning as provided in Conn. Gen. Stat. § 4a-2e, as may be amended.

2. **"Bid"** shall mean a bid submitted in response to a solicitation.

3. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.

4. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

5. **"Claims"** 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.

6. **"Client"** shall mean a recipient of the Contractor's Services.

7. "**Client Agency"** shall mean the agency of the State of Connecticut that is entering into this Contract.

8. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.

9. **"Contractor Parties"** shall mean 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 (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

10. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

11. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

12. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

13. **"Confidential Information" (formerly "Personal 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 regarding clients that the Agency 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.

14. **"Confidential Information Breach" (formerly "Personal 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 Agency, the Contractor, or the State.

15. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

16. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

17. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

18. **"Term"** shall mean the contract term as stated in Part I.

19. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. <u>Client-Related Safeguards</u>.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. Cost Standards. The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at https://portal.ct.gov/opm/fin-pos/standards/pos-cost-standards.

2. Credits and Rights in Data. Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. Organizational Information, Conflict of Interest, IRS Form 990. During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

(a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and

(b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. Federal Funds.

(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

(b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

(2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

(c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:

(1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

(2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

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

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and

examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:

(1) final payment under this Contract,

(2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

(a) Real estate sales or leases;

(b) Leases for equipment, vehicles or household furnishings;

(c) Mortgages, loans and working capital loans; and

(d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

(a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

(2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and

(4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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, 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

i. the confidentiality of any part of or all of the Contractor's bid or proposal, and

ii. Records, intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, 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 the Client Agency 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 the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency 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.

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

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

(a) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

(b) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

(c) Professional Liability. $1,000,000 limit of liability, if applicable; and/or

(d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage

shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

13. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to 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.

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

(a) The Contract shall be deemed 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.

(b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

(a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract.

The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

(b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and

(c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. 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 C.G.S. § 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract

concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. <u>Changes to the Contract, Termination, Cancellation and Expiration</u>.

1. Contract Amendment.

(a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the Term of this Contract, then the Term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the Term of the contract shall be in accord with the provisions of the approved amendment.

(b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

(c) The Agency may amend this Contract to reduce the contracted amount of compensation if:

(1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or

(2) federal funding reduction results in reallocation of funds within the Agency.

(d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

(a) The Contractor shall notify the Agency in writing:

(1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

(2) no later than ten (10) days from the effective date of any change in:

i. its certificate of incorporation or other organizational document;

ii. more than a controlling interest in the ownership of the Contractor; or

iii. the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

(c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

(1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

(2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.

(3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

(a) If either party Breaches this 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, the Agency may modify the ten (10) day cure period in the notice of Breach. 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 cancellation 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 cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

(b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

(1) 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 in accordance with the budget;

(2) temporarily discontinue all or part of the Services to be provided under the Contract;

(3) permanently discontinue part of the Services to be provided under the Contract;

(4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

(5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;

(6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or

(7) any combination of the above actions.

(c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.

(d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.

(e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. Non-enforcement Not to Constitute Waiver. No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. Suspension. If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

(a) This Contract shall remain in full force and effect for the duration of its entire Term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

(b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

(c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such 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 specified records whichever is less. 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) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

(e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

(a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its Term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract Term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the Term, but only until the transfer and winding down are complete.

(b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written

instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. <u>Statutory and Regulatory Compliance</u>.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of
the State, or a quasi-public agency: 3, 7, 9, 10, and 11.

1. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor ☐ IS or ☐ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under

HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

(1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

(6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any

regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an Individual requests that the Business Associate

i. restrict disclosures of PHI;

ii. provide an accounting of disclosures of the Individual's PHI;

iii. provide a copy of the Individual's PHI in an electronic health record; or

iv. amend PHI in the Individual's designated record set

(15) The Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and

ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(17) Obligations in the Event of a Breach.

i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

(a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

(b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

(c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

(d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

(e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and

determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.

v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further

disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (http://www.ada.gov/) as amended from time to time ("ADA") to the extent applicable, during the Term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Non-discrimination. The Contractor will not discriminate or permit discrimination against any person or group of persons pursuant to Conn. Gen. Stat. § 4a-60.

4. Freedom of Information.

(a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

(b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

5. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6. Executive Orders and Other Enactments.

(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. 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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and 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 Contract as if fully set forth in it.

7. **Campaign Contribution Restriction**. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."

8. **Summary of Ethics Laws**. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

(a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;

(b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;

(c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;

(d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and

(e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

9. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(a) That no gifts were made by:

(1) the Contractor,

(2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or

(3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to:

i. any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or

ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

10. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

11. Iran Energy Investment Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor

certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

12. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as
defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

13. State Business-Related Call Center and Customer Service Work. Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

14. Consumer Data Privacy and Online Monitoring. Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

15. Artificial Intelligence.

(a) During the Term, Contractor shall respond to Client Agency and the State of Connecticut Department of Administrative Services (“DAS”) information requests, no later than fifteen (15) Business Days from the date the Contractor receives a request, regarding (i) the use of Artificial Intelligence in any Services or performance of the Services by providing the data sets being collected and algorithms being used by the Contractor relating to such use, and (ii) the ongoing monitoring, assessment protocol and tools used by Contractor relating to the Artificial Intelligence used in any Services or performance of the Services. Contractor’s response and data shall be delivered in a format acceptable to the Client Agency or DAS, as applicable.

(b) If during the Term Contractor introduces Artificial Intelligence functionality into the performance or any portion of the Services that was not originally included in the Services or performance of the Services, Contractor shall provide DAS and the Client Agency the option, in DAS and Client Agency's sole discretion, to opt in or opt out of that Artificial Intelligence. Contractor shall not implement any such Artificial Intelligence without DAS' and the Client Agency's prior express written authority. Notwithstanding the foregoing, Contractor shall, no later than fifteen (15) Business Days after receiving a written request from DAS or the Client Agency, provide Artificial Intelligence functionality including, but not limited to, data sources and algorithms for any Services or performance of the Services.

(c) No Artificial Intelligence used in the Services or performance of the Services shall (i) result in any unlawful discrimination against any individual or group of individuals, or (ii) have any unlawful disparate impact on any individual or group of individuals on the basis of any actual or perceived differentiating characteristic, including, but not limited to, age, genetic information, color, ethnicity, race, creed, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, familial status, pregnancy, veteran status, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, or lawful source of income.

16. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____	_____
Consultant's Name and Title	Name of Firm (if applicable)

_____	_____	_____
Start Date	End Date	Cost

The basic terms of the consulting agreement are:_____

Description of Services Provided:_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If Yes:_____ _____

Name of Former State Agency Termination Date of Employment

7. All provisions of the Original Contract, except those provisions specifically changed by this Amendment, shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

[**X**] Amendment #**A1**
(*For Internal Use Only*)

SIGNATURES AND APPROVALS

25OECESC01WAT A1

IN WITNESS WHEREOF, the parties have executed this Contract Amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

CONTRACTOR

City of Waterbury Board of Education

Paul K. Pernerewski, Jr., Mayor

Date

CONNECTICUT OFFICE OF EARLY CHILDHOOD

Elena Trueworthy, Commissioner Date

OFFICE OF THE ATTORNEY GENERAL, *approved as to form*:

___X__This contract amendment is exempt from the Connecticut Attorney General's review in accordance with terms of the Memorandum of Agreement between the Connecticut Office of Early Childhood and the Connecticut Attorney General, as amended, on _11/26/2025.

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Construction Contract with Empire Paving, Inc., in the not to exceed amount of $150,000.00, to provide Driggs Elementary Parking Lot Improvements.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 1, 2026

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for Driggs Elementary School Parking Lot Improvements (RFP#8742) with Empire Paving, Inc.

The Education Department respectfully requests your review and approval of a construction contract for Parking Lot Improvements at Driggs Elementary School with Empire Paving, Incorporated (Empire) in the amount of $150,000.

The contract was initially solicited under RFP #8625 in January 2026. Ten companies attended the mandatory walk-through and two companies submitted proposals. However, the RFP was subsequently cancelled. The project was originally estimated at approximately $80,000, and therefore prevailing wage requirements were not included in the solicitation. Upon further review, it was determined that prevailing wage requirements applied to the project, rendering the original solicitation and responses invalid.

A second solicitation, RFP #8742, was issued with prevailing wage requirements and the same scope of services. Six companies attended the walk-through and one proposal was received from Empire Paving. The receipt of a single proposal was not due to a lack of contractor interest, as multiple firms participated in the walk-through. Empire Paving was determined to be a responsible and qualified bidder and is recommended for award. Funding for this project will be provided through the Capital Budget.

The project consists of site preparation and demolition, installation of new drainage structures, metal fencing, concrete aprons, restored sidewalks, bituminous concrete pavement, restriping of parking areas, and installation of bollards. Empire Paving shall reach Final Completion of all work and services under this Contract by **August 7, 2026**.

The project is subject to prevailing wage requirements. Project management and construction oversight, including compaction testing, will be performed by the City of Waterbury Engineering Department.

A representative of the Education Department will be present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your consideration.

CONSTRUCTION CONTRACT
for

Driggs Elementary Parking Lot Improvements
between
the City of Waterbury, Connecticut

and

EMPIRE PAVING, 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 EMPIRE PAVING, INC. located at 30 BERNHARD ROAD, NORTH HAVEN, CT 06473, 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 8742** for **Driggs Elementary Parking Lot Improvements**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8742;** and,

WHEREAS, the City desires to obtain the Contractor's services for **Driggs Elementary Parking Lot 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 **Driggs Elementary Parking Lot 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 8742** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8742** Addendum #1, dated May 11, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, consisting of 40 pages, submitted in response to **RFP Number 8742** including Contractor's Price Proposal, dated May 19, 2026, and consisting of 3 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 22) consisting of 6 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.8 **RFP Number 8742** - Attachment F- Driggs Elementary School Parking Lot Improvements Scope of Work consisting of 2 pages (attached hereto);

1.1.9 Construction Drawings entitled "Driggs Elementary School Parking Lot Improvements", dated June 18, 2025 prepared by Freeman Companies, 36 John Street, Hartford, CT 06106 and consisting of 7 sheets (attached hereto);

1.1.10 State Wage Rate documents (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 May 19, 2026
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 **RFP 8742** – Attachment F. Scope of Work
1.2.8 Construction Drawings
1.2.9 **RFP 8742** Documents, not included in 1.2.1-1.2.8 above.

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.

********** 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 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.

2.4. Criminal Background Check and DCF Registry Check. The Contractor 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 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 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, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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 8742** (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 reach Final Completion of all work and services required under this Contract by **August 7, 2026** (hereinafter referred to as "Contract Time").

5.1. Not used.

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 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 FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00**) (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 May 19, 2026 and consisting of 3 pages", which is summarized below:

i. $150,000.00…….. (Bid Item 1)

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 8742** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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.

11.5. 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 and Professional Liability shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies except Builders Risk (if applicable). 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 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, amended by Public Act 25-168, and 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) 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 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 exercise operational authority over the enterprise, (i) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (ii) have the power to direct the management and policies of the enterprise, and (iii) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees, where such funding equals one hundred fifty thousand dollars or more.

iv. "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) had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) is independent.

12.4.2 NOT USED.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the public works contract is funded in whole or in part by the State of Connecticut, and is in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).

12.4.4 Set-Aside requirements – Any contractor awarded a 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 amended by Public Act 25-168, and as may be amended from time to time, the following are required for every Public Works Contract:

(b) Except as provided in section 10a-151i, every contract to which an awarding agency is a party 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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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, sexual orientation, status as a veteran, status as a victim of domestic violence, 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.

(c) If the contract is a public works contract, 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 project.

(d) Except as provided in section 10a-151i:
(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (b) of this section. The authorized signatory of

the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (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.

(e) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(f) 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.

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 Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every 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.

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, 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 8742**, and **(ii)** the Contractor's response to **RFP Number 8742** 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: EMPIRE PAVING, INC.
30 BERNHARD ROAD
NORTH HAVEN, CT 06473

City: Mike Konopka, School Inspector
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

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 Education 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:

EMPIRE PAVING, 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 8742** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8742** Addendum #1, dated May 11, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, consisting of 40 pages, submitted in response to **RFP Number 8742** including Contractor's Price Proposal, dated May 19, 2026, and consisting of 3 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 22) consisting of 6 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.8 **RFP Number 8742** - Attachment F- Driggs Elementary School Parking Lot Improvements Scope of Work consisting of 2 pages (attached hereto);

1.1.9 Construction Drawings entitled "Driggs Elementary School Parking Lot Improvements", dated June 18, 2025 prepared by Freeman Companies, 36 John Street, Hartford, CT 06106 and consisting of 7 sheets (attached hereto);

1.1.10 State Wage Rate documents (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).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 11, 2026

RFP 8742 Driggs Elementary Parking Lot Improvements

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8742**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the question and answer below.

Question: Upon review, the provided documentation does not appear to include drawings. Could you please confirm if drawings exist and, if so, provide.

Answer: The following files have been posted to ProcureWare:

"C-3.1 SITE LAYOUT – driggs elementary paving 25.pdf"
"2025-06-18 Driggs Plan Set-paving 25.pdf"
"Driggs School - Scope of Work- paving25.pdf"

NOTE: Each Proposal over $50,000.00 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.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

FILL IN AND RETURN WITH YOUR SUBMISSION

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 ONE - 5/11/26 4 _____

2 _____ 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.

06-0868298
Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Connecticut
EARL W. Tucker, III - President
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name EARL W. TUCKER, III
By: President
(Title) EMPIRE PAVING INC
Business Address: 30 Bernhard Rd. No. Haven, CT 06473
(City, State, Zip Code)

Phone: 203-752-0002
Email: earl@empirepaving.com
Date: 5-19-26

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.

REQUEST FOR PROPOSAL #8742
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
Driggs Elementary Parking Lot Improvements

ATTACHMENT E
Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 5·19·26

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,

Empire Paving Inc
(Print or Type Company/Corporate Name)

30 Bernhard Road
(Print or Type Business Address)

North Haven, CT 06473

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:

[Proposal continued on following page(s)]

REQUEST FOR PROPOSAL #8742

Driggs Elementary Parking Lot Improvements		
Description	**Amount (In Words)**	**Amount (In $)**
Driggs Lot Improvements (per Attachment F. Scope of Work)	ONE HUNDRED Fifty Thousand Dollars and No Cents	$ 150,000.00
	GRAND TOTAL	$ 150,000.00

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:

06-0868298
Social Security Number or
Federal Identification Number
(Print or Type)

Empire Paving Inc
Company/Corporate Name (Print or Type)

Signature of Authorized Official

EARL W. TUCKER, III
Name of Authorized Official (Print or Type)

President

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

30 Bernhard Rd
Business Address: (Print or Type)

N/A
Business Fax Number: (Print or Type)

North Haven, CT 06473
City, State, Zip Code: (Print or Type)

Business Mobile Number: (Print or Type)

203-752-0002
Business Telephone Number: (Print or Type)

earl@empirepaving.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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 46292-TRA-26-24

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Empire Paving, Inc.

30 Bernhard Road
North Haven, CT 06473

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014
State of Inc: Connecticut

OWNER:
(Name, legal status and address)
City of Waterbury
235 Grand Street
Waterbury, CT 06702

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)
Proposal # 8742 Driggs Elementary Parking Lot Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May , 2026

Loretta Quattrini
(Witness)

Empire Paving, Inc.
(Principal) *(Seal)*

(Title) EARL W. TUCKER, III – President

Michael Tedone
(Witness) Michael Tedone

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) Joanne Czlapinski, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the 'Companies") and that the Companies do hereby make, constitute and appoint Joanne Czlapinski of Hartford, Connecticut, their true and lawful Attorney(s)-in-Fact to sign, execute seal and acknowledge any and all bonds, recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed this **21st** day of **April, 2021**

State of Connecticut

City of Hartford ss

By: _____
Robert L. Raney Senior Vice President

On this the **21st** day of **April 2021** before me personally appeared **Robert L. Raney** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

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

My Commission expires the **30th** day of **June, 2026**

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies which resolutions are now in full force and effect, reading as follows.

RESOLVED that the Chairman the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances contracts of indemnity and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

FURTHER RESOLVED that the Chairman the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

FURTHER RESOLVED that any bond recognizance, contract of indemnity or writing obligatory in the nature of a bond recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers President, any Executive Vice President any Senior Vice President, any Vice President any Assistant Vice President, any Secretary any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes** the undersigned Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which remains in full force and effect.

Dated this 19th day of May, 2026.

_____
Kevin E Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FILL IN AND RETURN WITH YOUR SUBMISSION

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: Empire Paving Inc
30 Bernhard Road
North Haven, CT 06473

Print Name and Title of Authorized Representative: Earl W. Fuller III - President

Signature of Authorized Representative:

Date: 5-19-26

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 6)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 6)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest ☑

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e g Owner, Director etc)

Interest Held By
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e g Owner, Director etc)

Interest Held By
Self ☐ Spouse ☐ Joint ☐ Child ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

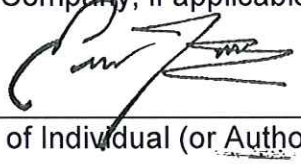
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

Empire Paving Inc
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

5-19-26
Date

Earl W. Tucker, III - President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☑

FILL IN AND RETURN WITH YOUR SUBMISSION

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.: 5-19-26

County of New Haven

EARL W. TUCKER, III, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of Empire Paving Inc (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	EARL TUCKER, JR	CEO	Empire Paving Inc		
2	EARL W. TUCKER III	President	Empire Paving Inc		
3	SCOTT TUCKER	Secretary	Empire Paving Inc		
4					

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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	EARL W. TUCKER III	President		
2	EARL TUCKER, JR	CEO		
3	SCOTT TUCKER	Secretary		
4				

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

Loretta Quattrini
Witness

EARL W. TUCKER, III - President
Name of Corporate Signatory
EMPIRE PAVING INC
30 Bernhard Rd., No. Haven, CT 06473
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer
EARL W. TUCKER, III President

Its: President
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

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

State of CT)

) SS 5-19-26

County of New Haven)

EARL W. TUCKER, III being duly sworn,

deposes and says that he/~~she~~ is President of Empire Paving 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 19 day of May 2026.

Janet Samperi
(Notary Public)

My Commission Expires: 2/28/30



Established in 1967
EMPIRE PAVING
General Contractors

30 Bernhard Road ▪ North Haven, CT 06473
203-752-0002 - Ph ▪ 203-752-0242 - Fax
www.empirepaving.com

CORPORATE RESOLUTION

I, Scott W. Tucker, Corporate Secretary of Empire Paving, Inc., a Corporation duly organized and operating under the laws of the State of Connecticut and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on May 1, 2026, at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution.

RESOLVED: That the following Officer of this Corporation, or any one of the individually:

Earl W. Tucker, III – President
Earl W. Tucker, Sr. – CEO

are empowered to execute and deliver, in the name of and on behalf of this Corporation, contracts, bids and other documents and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such contracts, bids and other documents.

I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect.

IN WITNESS WHEREFORE, the undersigned has affixed his signature and the Corporate Seal of the Corporation, this 1st day of May 2026.

Scott W. Tucker, Corporate Secretary

(Corporate Seal)

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DIRECTOR OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:

Business Name: Empire Paving Inc

Principal Business Address: 30 Bernhard Rd

North Haven, CT 06473

Office Address (if different than above): _____

Business Telephone Number: 203-752-0002

Business Email Address: earl@empirepaving.com

Type of Organization (*Check One*)			
	Individually Owned / Sole Proprietor		Limited Partnership
✓	Corporation		Joint Venture
	LLC		Other (please specify)
	General Partnership		

***(NOTE:** Attach separate sheets as required)*

1. How many years has your business been in operation?

   59

2. How many years has your business been operating under its present name?

   56

3. Under what other names does your business operate?

   N/A

4. Under what former names has your business operated?

   N/A

PROPOSER'S QUALIFICATION STATEMENT

5. If a Corporation, answer the following:

Date of Incorporation: Sept 1970

State of Incorporation: CT

Registered with CT Secretary of State: **Yes** / **No** (*Circle One*)

President: EARL W. TUCKER, III

Vice Presidents: N/A

Secretary: SCOTT TUCKER

Treasurer: SCOTT TUCKER

Other Officers (Names and Titles): EARL TUCKER, JR - CEO

6. If an LLC, answer the following:

Date of Formation: _____

State of Formation: _____

Registered with CT Secretary of State: **Yes** / **No** (*Circle One*)

Organization: **Sole Member LLC** / **Multi-Member LLC** (*Circle One*)

Sole Member or Managing Member: _____

Members: _____

7. If Individually Owned or Sole Proprietor, answer the following:

Date Business Began: _____

Name of Owner: _____

Officers and Titles: _____

PROPOSER'S QUALIFICATION STATEMENT

8. If the form of your business is different than those listed above, describe it and name the principals:

N/A

9. General Qualifications. Please describe generally the character of work performed by your business and the qualifications and capabilities of your business as they pertain to each of the areas of qualifications listed in the RFP, as well as those of the personnel identified below.

Paving, Excavating, Site Work,
Bridges, Sewers

(See ATTACHED)

Attach additional sheets as required.

10. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services of the RFP.

1.) INSTALL EROSION CONTROL MEASURES
2.) Reclaim ENTIRE lot, remove Excess mat'ls. & dispose offsite
3.) Fine grade & compact newly reclaimed base
4.) Demo & Replace drainage structure
5.) Demo & Replace conc. apron
6.) Install conc. bollards
7.) Pave 2 courses of bit conc
8.) Install fencing
9.) Install pvmt. linemarkings

Attach additional sheets as required.

11. Provide Proposer's chain of command and off-hours telephone numbers, cellular (preferred), to be used for the Project:

Superintendent: TBD
(Name / Telephone Number)

Foreman: TBD
(Name / Telephone Number)

Assistant Foreman: TBD
(Name / Telephone Number)

Other: TBD
(Name / Telephone Number)

PROPOSER'S QUALIFICATION STATEMENT

12. Provide the information in the spaces provided below for three (3) projects that your business has completed that are most similar to the project outlined in this RFP.

Project #1:

Name of Project: See ATTACHED

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

_____

_____

_____

_____

Attach additional sheets as required.

Project #2:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

_____

_____

_____

_____

Attach additional sheets as required.

PROPOSER'S QUALIFICATION STATEMENT

Project #3:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

_____

_____

_____

Attach additional sheets as required.

13. List projects on which your company is currently working that are most similar to the project outlined in this RFP.

Ongoing Project #1:

Name of Project: See attached

Project Location: _____

Owner / Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Contract Amount: _____

Scheduled Completion Date: _____

Ongoing Project #2:

Name of Project: _____

Project Location: _____

Owner / Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Contract Amount: _____

Scheduled Completion Date: _____

*(**NOTE:** To provide information on additional ongoing projects, attach separate sheets as required.)*

PROPOSER'S QUALIFICATION STATEMENT

14. Provide (in figures) the percentage (%) of your annual workload that this project will represent?

TBD %

15. Other than any projects identified above, please list any contracts or purchase orders for projects completed in the last three (3) years between the your business and any agency of the City of Waterbury.

None

Attach additional sheets as required.

16. List the equipment available to perform the work for this Project:

See ATTACHED

Attach additional sheets as required.

17. List all subcontractors (if known) and identify work they will be performing on this project:

Tilcon CT	Reclaiming	4,500.00
Carr Concrete	Concrete	9,000.00
Atlas Fence	Fencing	10,000.00
Guidelines	Line Striping	2,000.00

Attach additional sheets as required.

PROPOSER'S QUALIFICATION STATEMENT

18. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest in connection with providing services to the City.

NONE

Attach additional sheets as required.

19. Please respond to the following questions by circling the appropriate response. For each "**YES**" response, attach separate sheet providing all pertinent details and describing relevant circumstances, including dates and outcome(s).

a. Have you ever failed to complete any work awarded to you?	Yes / (No)
b. Have you ever defaulted on a contract?	Yes / (No)
c. Is there any pending litigation which could affect your business's ability to perform the services required under this RFP?	Yes / (No)
d. Is or has your business been named as a defendant in a lawsuit within the past five years?	Yes / (No)
e. Has your business ever had a contract terminated for cause within the past five years?	Yes / (No)
f. During the past seven years, has your business ever filed for protection under the Federal bankruptcy laws?	Yes / (No)
g. Are there any other factors or information that could affect your businesses ability to provide the services being sought about which the City should be aware?	Yes / (No)
f. Has your business received any OSHA Citations or Violations within the past three years? (Is so, please provide the details of each citation / violation on a separate sheet of paper and attach.)	Yes / (No)

20. **The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

Dated at North Haven, CT this 19 day of May, 2026

Name of Proposer: Empire Paving Inc

By: EARL W. TUCKER, III
Name of Authorized Official (Print or Type)

Signature of duly Authorized Official

Title: PRESIDENT
Title of Authorized Official (Print or Type)

END OF SECTION

EMPIRE PAVING EQUIPMENT LIST -2026

#	Year	Make	Model	Type
CKHOES		**MAKE**	**MODEL**	**TYPE**
18	2004	JOHN DEERE	110	TRACTOR / LOADER / BACKHOE
19	1994	CASE	590	TRACTOR / LOADER / BACKHOE / EXTENDAHOE
36	2004	JOHN DEERE	410G	TRACTOR / LOADER / BACKHOE
MPACTORS		**MAKE**	**MODEL**	**TYPE**
11		VIBCO/PATCHMAN	TP2045	PLATE COMPACTOR
13	2003	INGERSOLL RAND	BXR70	VIB PLATE COMPACTOR
14	1990	ALLIED	9700-C	HO PAC
19	2005	MULTIQUIP	MVC-88GHW	VIB PLATE COMPACTOR
20	2006	MULTIQUIP	MVC-88VGHW	VIB PLATE COMPACTOR
22	2008	MULTIQUIP	MVC-88VGHW	PLATE COMPACTOR
33	2002	MULTIQUIP MIKASA	MVC-60H	COMPACTOR
42		WACKER	BS50-2i	VIB RAMMER
43		WACKER	BS50-2i	VIB RAMMER
45	2012	WEBER Mt	CR5HD	REVERSABLE PLATE SOIL COMPACTOR
46	2013	MULTIQUIP MIKASA	MVC88VGHW	PLATE COMPACTOR
47	2013	WEBER Mt	CR-5 HO	REVERSIBLE PLATE COMPACTOR
48	2013	MULTIQUIP	MVC88VGHW	REVERSIBLE PLATE COMPACTOR
49	2016	MULTIQUIP	MVC88VGHW	REVERSIBLE PLATE COMPACTOR
50	2014	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
51	2012	WEBER Mt	CF 2 HD	VIBRATORY PLATE COMPACTOR
52	2019	MULTIQUIP	MVC88VTHW	FRONT PLATE COMPACTOR
53	2019	MULTIQUIP	MVC88VTHW	FRONT PLATE COMPACTOR
54	2013	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
55	2015	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
56	2015	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
57	2015	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
58	2019	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
59	2012	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
60		MULTIQUIP	MVC-64VHW	PLATE COMPACTOR
61	2021	WEBER MT	CF-2A-HD	VIB PLATE COMPACTOR
62	2021	MULTIQUIP	MVC-88VTHW	PLATE COMPACTOR
63	2022	WEBER	CR5-II	REVERSIBLE PLATE COMPACTOR
64	2022	MULTIQUIP	MVC-88VTHW	PLATE COMPACTOR
65	2023	WEBER MT	CR 5-II HD	REVERSIBLE PLATE COMPACTOR
66	2023	MULTIQUIP MIKASA	MVC-88VTHW	PLATE COMPACTOR
67	2023	MULTIQUIP MIKASA	MVC-88VTHW	PLATE COMPACTOR
68	2023	MULTIQUIP MIKASA	MVC88VTHW	PLATE COMPACTOR
69	2024	MULTIQUIP MIKASA	MVC88VTHW	PLATE COMPACTOR
70	2025	MULTIQUIP MIKASA	MVC-88VTHW	PLATE COMPACTOR
01	2007	WACKER	BS50-2I	JUMPING JACK VIB RAMMER
03	2020	WEBER	SRV590	JUMPING JACK VIB RAMMER
04	2020	WEBER	SRV590	JUMPING JACK VIB RAMMER
05	2020	WEBER	SRV590	JUMPING JACK VIB RAMMER
07	2023	WEBER	SRV590 II	JUMPING JACK VIB RAMMER
08	2014	CAT	CVP 110	HOE PAC for ACKERMAN
P-01	2007	ACKERMAN	HC40	HOE PAC
P-02	2007	HUDCO	HC40	HOE PAC
P-03	2014	CAT	CVP 110	HOE PAC for ACKERMAN
OMPRESSORS		**MAKE**	**MODEL**	**TYPE**
OMP-01	1999	INGERSOLL RAND	P185	COMPRESSOR
OMP-02	1988	INGERSOLL RAND	P185 COM	COMPRESSOR
OMP-03	1985	JOY	150	COMPRESSOR
OMP-06		INGERSOLL RAND	30T	FACTORY AIR COMPRESSOR
OMP-09		JOY	331	AIR COMPRESSOR
OMP-11		INGERSOLL RAND	P185WJD	COMPRESSOR
OMP-12	2002	INGERSOLL RAND	P185 W	AIR COMPRESSOR (ISUZU DSL)
OMP-18	2018	CENTRAL PNEUMATIC	9 GAL. 212cc 135 PSI	WHEEL BARROW AIR COMPRESSOR
OMP-19	2018	CENTRAL PNEUMATIC	30 GAL. 420cc	TRUCK BED AIR COMPRESSOR
OMP-20	2011	DOOSAN	HP375WJD	COMPRESSOR was (ICOMP03)
OMP-21	2010	INGERSOLL RAND	AIRSOURCE PLUS 185	COMPRESSOR was (ICOMP02)
OMP-22	2020	ATLAS COPCO	CPS 185-KD7	COMPRESSOR
OMP-23	2020	ATLAS COPCO	CPS 185-KD7	COMPRESSOR
OMP-24		INGERSOLL RAND	71TZ	COMPRESSOR
OMP-25	2022	CENTRAL PNEUMATIC	9 GAL. 212cc 135 PSI	WHEEL BARROW AIR COMPRESSOR

EMPIRE PAVING EQUIPMENT LIST -2026

D #	Year	Make	Model	Type
OMP-26	2022	AMP	AKAC120	AIR COMPRESSOR
OMP-28	1998	CAMPBELL HAUSFELD	80 GAL	AIR COMPRESSOR
OMP-29	2024	CHICAGO PNEUMATIC	CPS185KOD	COMPRESSOR
OMP-30	2024	CHICAGO PNEUMATIC	CPS400JD	COMPRESSOR
OMP-31	2023	CHICAGO PNEUMATIC	CPS185KoD	COMPRESSOR
OMP-32	2025	ATLAS COPCO	XATS 250KD8	COMPRESSOR
OMP-33	2025	INGERSOLL RAND	SS3J5.5-wb	COMPRESSOR
CONVEYOR & STACKER				**TYPE**
ONV-05		SHOP BUILT / CUTSOM		48' x 52' Electric Conveyor / V- Cleat Belt
ONV-06		SHOP BUILT / CUTSOM		42' x 22' Electric Conveyor / Smooth Belt
ONV-07				40' x 100' Conveyor
ONV-08		TELESMITH		70' Electric
ONV-09	2005	CEC	36X40 TOP TRUSS	36 X 40 CONVEYOR
ONV-12		POWERSCREEN	32' BELT WIDTH, 43' BELT LENGTH, HYD	TRANSFER CONVEYOR
STKR-04		POWERSCREEN	Radial Stacker	28' x 48' (Hydraulic)
STKR-05		POWERSCREEN	Radial Stacker	35' x 60 (Hydraulic)
STKR-06		CEC	Radial Stacker	30' x 60'
STKR-10	2017	ROCKSTER	RST23_Ta	TRACKED CONVEYOR
STKR-13	2021	ANACONDA	7542	TRACK STACKER
STKR-14	2023	ANACONDA	TR6036	TRACK STACKER
DOZERS		**MAKE**	**MODEL**	**TYPE**
DZ-17	2003	JOHN DEERE	450 H	CRAWLER DOZER
DZ-34	2013	JOHN DEERE	700K XLT	CRAWLER TRACTOR DOZER
DZ-38	2015	CAT	D6K	TRACK TYPE TRACTOR / DOZER was (IDZ01)
DZ-39	2017	JOHN DEERE	450K	CRAWLER TRACTOR DOZER
DZ-40	2019	JOHN DEERE	450K	CRAWLER TRACTOR DOZER
DZ-44		KOMATSU	DX155AX-8	
DZ-45	1982	CAT	D8K	CRAWLER DOZER
DZ-46	2024	CAT	D4-16XL VP	CRAWLER TRACTOR DOZER
DUMP TRUCKS		**MAKE**	**MODEL**	**TYPE**
DT-821	2003	MACK	CV713	DUMP TRUCK
DT-822	2003	MACK	CV713 / 700 CV70	DUMP TRUCK
DT-829	2000	MACK HEATED BED	CL713 / 700 CL70	DUMP TRUCK
DT-833	2004	FORD	F550	DUMP TRUCK WITH PLOW AND SANDER
DT-834	2007	MACK NON HEATED BED	CV713 GRANITE / 700 CV70	DUMP TRUCK
DT-835	2007	MACK NON HEATED BED	CV713 GRANITE / 700 CV70	DUMP TRUCK
DT-837	2007	MACK HEATED BED	CV713 GRANITE / 700 CV70	DUMP TRUCK
DT-838	2008	MACK NON HEATED BED	GU713	DUMP TRUCK
DT-840	2004	KENWORTH	T300	DUMP TRUCK
DT-841	2004	PETERBILT	330	DUMP TRUCK
DT-842	2006	MACK NON HEATED BED	CV713 / 700 CV70	DUMP TRUCK
DT-843	2006	KENWORTH	T800B	DUMP TRUCK / TRI-A FLO BOY
DT-844	2006	FORD	F450	DUMP TRUCK
DT-845	2001	STERLING	T/A DUMP	DUMP TRUCK
DT-846	2017	MACK NON HEATED BED	GU713	DUMP TRUCK
DT-847	2017	MACK NON HEATED BED	GU713	DUMP TRUCK / TRI-AXLE
DT-848	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-12)
DT-849	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-09)
DT-850	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-07)
DT-851	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-14)
DT-852	2000	KENWORTH	W9	FLOWBOY / DUMP TRUCK
DT-853	1993	Ford	F800	DUMP TRUCK
DT-854	2020	MACK NON HEATED BED	GR64F	DUMP TRUCK
DT-855	1985	MACK	600 R600	DUMP TRUCK
DT-856	2021	MACK NON HEATED BED	GR64F	DUMP TRUCK
DT-857	1998	KENWORTH	T300	DUMP TRUCK
DT-858	2024	MACK	GR64F	DUMP TRUCK
DT-859	2024	KENWORTH	T880	DUMP TRUCK
DT-860	2024	KENWORTH	T880	DUMP TRUCK
DT-8101	1989	FORD	F800	DUMP TRUCK
ATDT 18		EUCLID	312 TD	OFF HIGHWAY TRUCK
ATDT 19	2014	JOHN DEERE	250D	ARTICULATED DUMP TRUCK
EXCAVATOR		**MAKE**	**MODEL**	**TYPE**
EX-55	2009	CAT	321 DLCR	HYDRAULIC EXCAVATOR
EX-69	2014	CAT	M322D	RUBBER TIRE WHEELED EXCAVATOR

EMPIRE PAVING EQUIPMENT LIST -2026

#	Year	Make	Model	Type
73	2013	CATERPILLAR	305ECR	MINI EXCAVATOR
75	2009	CAT	336DL	HYDRAULIC EXCAVATOR
76	2015	CAT	305.5E2CR MINI	MINI EXCAVATOR
77	2017	VOLVO	EW60E	RUBBER TIRE WHEELED EXCAVATOR
78	2015	CAT	M322D	EXCAVATOR
83	2014	CAT	349F	HYDRAULIC EXCAVATOR was (IEX-07)
85	2014	CAT	336EL	HYDRAULIC EXCAVATOR was (IEX04)
86	2014	CAT	328DLCR	HYDRAULIC EXCAVATOR was (IEX05)
87	2015	CAT	308E2CRSB	HYDRAULIC EXCAVATOR was (IEX06)
91	2007	CASE	CX330	EXCAVATOR
95	2018	CAT	308E2	HYDRAULIC EXCAVATOR
96	2020	CAT	M322F	WHEELED EXCAVATOR
97	2018	CAT	304E2	MINI EXCAVATOR
99	2019	VOLVO	EC160EL	HYDRAULIC EXCAVATOR
100	2016	CAT	325FLCR	HYDRAULIC EXCAVATOR
101	2013	CAT	308ECR	MINI EXCAVATOR
104	2020	CAT	M322F	HYDRAULIC EXCAVATOR
106	2018	CAT	335F	HYDRAULIC EXCAVTOR
107	2021	CAT	M322F	WHEELED EXCAVATOR
109	2021	CAT	M322F	WHEELED EXCAVATOR
112	2016	JOHN DEERE	300GLC	EXCAVATOR
113	2015	JOHN DEERE	250GLC	TRACKED EXCAVATOR
114	2012	DOOSAN	DX180LC	HYDRAULIC EXCAVATOR
116	2017	CAT	M322F	WHEELED EXCAVATOR
117	2018	CAT	308E2	TRACKED EXCAVATOR
118	2023	AGROTK	QH12	TRACKED MINI EXCAVATOR
119	2024	CAT	M322	WHEELED EXCAVATOR
120	2022	XCMG	XE75U	MINI EXCAVATOR
121	2017	VOLVO	EW60E	MINI EXCAVATOR
122	2012	VOLVO	EC250DL	TRACKED EXCAVATOR
123	2024	CAT	M319	RUBBER TIRE WHEELED EXCAVATOR
124	2019	CAT	336	TRACKED EXCAVATOR
ENERATORS		**MAKE**	**MODEL**	**TYPE**
EN-02	1988	MULTI-QUIP	DCA25SSI	GENERATOR
N-08	2000	MULTIQUIP	DCA-45SSIUil	36 KW PORTABLE GENERATOR
EN-12		DETROIT		GENERATOR SET
EN-15		MULTI-QUIP	DB-0501I2 / 45SSIU3 (45KW)	GENERATOR
_N-16		MULTI-QUIP	DCA 70USI (60KW)	GENERATOR
EN-20	2011	HONDA	MULTI-QUIP	EB 3000 GENERATOR
EN-21	2013	HONDA	EB3000	GENERATOR
EN-22		MAGNA PLUS	431PSL1264	GENERATOR / MARATHON ELECTRIC
EN-24	2017	HONDA	EB3000c	PORTABLE GENERATOR
EN-25	2018	HONDA	EB3000c	PORTABLE GENERATOR
EN-26	2016	MULTIQUIP	DCA25SSIU4F	DIESEL POWERED A/C GENERATOR was (IGEN-04)
EN-27	2012	MULTIQUIP	DCA70SSIU2C	DIESEL POWERED A/C GENERATOR was (IGEN05)
EN-28	2015	HONDA	EB3000c	3000 WATT OHV GENERATOR on PU 9-03
EN-29	2019	HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-30		HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-32				
EN-33	2020	HONDA	EB3000c	3000 WATT OHV GENERATOR CYCLOCONVERTER
EN-35	2020	MULTIQUIP		3000 WATT OHV GENERATOR
EN-37	2020	HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-38		MULTIQUIP	GA-3.6HA	3600 WATT GENERATOR
EN-39		MULTIQUIP	GA-6HR	6000 WATT GENERATOR
EN-40		MULTIQUIP	GA-6HR	6000 WATT GENERATOR
EN-41		MULTQUIP	GA-6HR	6000 WATT GENERATOR
EN-42		HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-43				--
EN-44	2021	HONDA	EB3000C	3000 WATT OHV GENERATOR
EN-45		CAT	3150	
EN-46	2022	AMP	AK10KES	10000 WATT GENERATOR
EN-47	2019	PREDATOR		4000 WATT GENERATOR
EN-48	2022	MULTIQUIP	DCA15SPX4F	15000 WATT GENERATOR
EN-49	2023	HONDA	EB2800i	2800 WATT GENERATOR
EN-51	2023	HONDA	EB2800ITA	2800 WATT GENERATOR
EN-52	2024	WINCO	DP3000HR-01/A	3000 WATT GENERATOR
EN-53	2023	WINCO	DP3000HR-01/A	3001 WATT GENERATOR
EN-54	2024	HONDA	EG4000CL	4000 WATT GENERATOR
EN-55	2024	HONDA	EM6500SX	6500 WATT GENERATOR

EMPIRE PAVING EQUIPMENT LIST -2026

D #	Year	Make	Model	Type
_N-56	2024	HONDA	EM6500SX	6500 WATT GENERATOR
_N-57	2025	WINCO	DP7500HE	7500 WATT GENERATOR
RADERS		**MAKE**	**MODEL**	**TYPE**
-06	1993	JOHN DEERE	772BH // in the YARD	GRADER
-09	2003	JOHN DEERE	670CH SERIES II	MOTOR GRADER
CPF-01	2009	GRIZZLY CUB	300T	PAVING FABRIC INSTALLATION MACHINE
OADERS		**MAKE**	**MODEL**	**TYPE**
12	2005	DAEWOO	M300 V	LOADER
13	1999	HALLA	380E	LOADER
-57	2012	CAT	930K	WHEEL LOADER
-60	2002	CAT	980G	RUBBER TIRED LOADER
74	2015	CAT	950M	RUBBER TIRED WHEEL LOADER was (IL03)
-77	2018	CASE	321F	WHEEL LOADER
78	2016	JOHN DEERE	544K	WHEEL LOADER
79	2015	KOMATSU	WA320-7	WHEEL LOADER
-87	2016	VOLVO	L70H	WHEEL LOADER
-90	2018	VOLVO	L70H	WHEEL LOADER
-91	2019	SDLG	L918F	WHEEL LOADER
-95	2021	CAT	930M	WHEEL LOADER
-96	1987	CAT	950B	WHEEL LOADER
100	2018	CAT	966M	WHEELED LOADER
104	2011	DOOSAN	DL300	WHEELED LOADER
107	2024	CAT	980-14 CH	WHEELED LOADER
109	2023	SDLG	L918F	WHEELED LOADER
110	2016	CAT	980M	WHEELED LOADER
_OADER /SKID ST		**MAKE**	**MODEL**	**TYPE**
-56	2009	CAT	299C	SKID STEER
71	2015	CAT	232D	SKID STEER / WHEELED LOADER
-80	2018	CAT	289D	SKID STEER
-81	2016	CAT	249D	SKID STEER
-89	2018	CAT	262D	SKID STEER
L-92	2019	TAKEUCHI	TL12V2	SKID STEER / RUBBER TRACKS
L-98	2018	KUBOTA	SVL95-2S	SKID STEER / RUBBER TRACKS
L-99	2009	CAT	262B	SKID STEER / RUBBER TRACKS
L 102	2021	JCB	409 T4	SKID STEER / WHEELED LOADER
L-105	2024	CAT	262D3	SKID STEER / WHEELED LOADER
L-108	2021	CAT	279D3	SKID STEER / MULTI TERRAIN
PAVERS		**MAKE**	**MODEL**	**TYPE**
P-21	2012	CAT	AP1000E	ASPHALT PAVER
P-23	2011	CAT	AP655D	ASPHALT PAVER
P-24		SALSCO	TRACKED PAVER TP411	SIDEWALK PAVER
P-25	2016	VOGELE	1382/ VISION 5100-2	TRACKED PAVER
P-26	2001	LEEBOY	8500	ASPHALT PAVER
P-27	2018	CAT	AP1000F	ASPHALT PAVER
P-28	2012	LEEBOY	1000F	ASPHALT PAVER
PUMPS		**MAKE**	**MODEL**	**TYPE**
PUMP-21		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-22		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-23		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-24		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-25		TSUMURI		2' SUBMERSIBLE PUMP
PMP-26	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-27	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-28	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-29	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-30	2009	Stancor Inc	P40CHV / S750HV	4' Submersible Pump
PUMP-31	2009	Stancor Inc	P40CHV / S750HV	4' Submersible Pump
PMP-32	2009	Stancor Inc	P40CHV / S750HV	4' Submersible Pump
PMP-33	2009	Stancor Inc	P40CHV / S750HV	4' Submersible Pump
PMP-36	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-37	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-38	2009	Stancor Inc	P40CHV	4' Submersible Pump
PUMP-42		BERKELEY PUMPS	B4JQBH	4' IRRIGATION PUMP
PUMP-43	2017	TSURUMI	LB-800	2' 1HP 110V ELECTRIC PUMP
PUMP-44		ENERPAC	PMU-10427	PORTABLE HYDRAULIC TORQUE WRENCH PUMP
PUMP-45	2007	RICE-HYDRO	DPH-3B	HYDROSTATIC PUMP
PUMP-46	2015	BAKER / PRIME-AIRE	PA6C60-(SAE4/10)	CENTRIFUGAL PUMP / TRLR MOUNTED PUMP

EMPIRE PAVING EQUIPMENT LIST 2026

#	Year	Make	Model	Type
MP-47	2015	BAKER / GORMAN-RUPP	PA6C60-(SAE4/10)	TRLR MOUNTED PUMP
MP-48		PREDATOR	2' INTAKE DIS WATER PUMP	INTAKE DIS WATER PUMP
MP-50	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP02)
MP-52	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP04)
MP-53	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP05)
MP-54	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP06)
MP-55	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP07)
MP-56	2015	STANCOR. INC	P40C HV/ S750HB	PUMP was (IEP10)
MP-57	2015	STANCOR. INC	P40C HV/ S750HB	PUMP was (IEP11)
MP-58	2015	STANCOR. INC	P40C HV/ S750HB	PUMP was (IEP03) ?
MP-59		STANCOR. INC	P40C HV/ S750HB	SUBMERSIBLE PUMP
MP-61	2020	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-62		CHEMGROUT	CG500 2C6A	AIR POWERED, PROGRESSIVE CAVITY PUMP
MP-64	2020	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-66	2021	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-67	2021	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-68	2021	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-69	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-70	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-71	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-72	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-73	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-74	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-75	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-76	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-77	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-78	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-79	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP82	2021	WACKER	PS32200	SUBMERSIBLE PUMP
MP-83	2022	WACKER	PS2500	SUBMERSIBLE PUMP
MP-84	2022	WACKER	PS2500	SUBMERSIBLE PUMP
MP-85	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-86	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-87	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-88	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-89	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-90	2022	LIBERTY	FL51M-2	EFFLUSNT PUMP
MP-91	2022	WACKER	PS2500	SUBMERSIBLE PUMP
MP-92	2022	MULTIQUIP	ST2037	SUBMERSIBLE PUMP
MP-93	2022	WACKER	PS2 800	SUBMERSIBLE PUMP
MP-94	2022	WACKER	PS2 800	SUBMERSIBLE PUMP
MP-95	2022	AMP	AKWP30	TRASH PUNP
MP-96	2015	STANCOR. INC	P40C HV/ S750HB	4' SUBMERSIBLE PUMP
MP-97		SCHWING	SP-500	CONCRETE PUMP
ROLLERS		**MAKE**	**MODEL**	**TYPE**
R-26	2001	INGERSOLL RAND	DD24	VIBRATORY DOUBLE DRUM / ASPHALT ROLLER 3 TON
R-31		SHEEPSFOOT		TOW BEHIND ROLLER
R-36	1985	HYSTER	C627B	ASPHALT / DOUBLE DRUM / 80" ROLLER
R-39	2006	INGERSOLL RAND	DD24	VIBRATORY / ASPHALT ROLLER 3 TON
R-51	2003	INGERSOLL RAND	PT125R	PNEUMATIC COMPACTOR 4TON
R-56	2001	CATEPILLAR	PS150B	9 WHEEL PNEUMATIC 5TON
R-59	2004	LEEBOY	420	PNEUMATIC TIRE TRAFFIC ROLLER 2.5-3TON
R-61	2012	WACKER	RD12A-90	HYDROSTATIC / DOUBLE DRUM ROLLER 1 TON
R-66	2013	HAMM	HD 14VV	TANDEM, ASPHALT VIBRATORY ROLLER 5 TON
R-68	2009	BOMAG	BW211 D-40	VIBRATORY DRUM ROLLER 10 TON
R-69	2011	CAT	CB14XW	TANDEM,VIBRATORY ROLLER w/ 32 in DRUMs 1.5 TON
R-70	2013	BOMAG	BW 138 AD-5	TANDEM,VIBRATORY ROLLER 4 TON
R-72	2012	BOMAG	BW138AD	TANDEM VIBRATORY ROLLER 4 TON
R-73	2012	BOMAG	BW284 AD	TANDEM VIBRATORY ROLLER 14 TON
R-74	2012	BOMAG	BW284 AD	TANDEM VIBRATORY ROLLER 14 TON
R-77	2012	VOLVO	DD14	TANDEM VIBRATORY ROLLER 1.5 TON
R-78	2011	BOMAG	BW211D-40	ROLLER
R-79		WACKER	RT82-SC	TRENCH VIBRA DBL DRUM 32IN DSL WALK BEHIND
R-83	2007	BOMAG	BW124DH-3	VIB ROLLER
R-84	2014	WACKER	RTSC3	TRENCH ROLLER was (IRC-01)\
R-85	2012	HAMM	HD12VV	TANDEM ROLLER was (IR-10)
R-86	2015	CAT	CS56B	ROLLER was (IR-01)
R-89	2014	BOMAG	BW177DH-DH50	VIBRATORY ROLLER

EMPIRE PAVING EQUIPMENT LIST 2026

D #	Year	Make	Model	Type
91	2014	BOMAG	BW211D-50	VIBRATORY ROLLER
92	2019	BOMAG	BW 211D-5	VIBRATORY ROLLER
93	2014	CAT	CW34	PNEUMATIC ROLLER
94	2022	BOMAG	BW900-50	ARTICULATED TANDEM ROLLER
96	2012	BOMAG	BW284AD	TANDEM VIBRATORY ROLLER 14 TON
97	2020	BOMAG	BW206AD-5	TANDEM VIBRATORY ROLLER
98	2021	VOLVO	DD35B	54' VIBRATORY / SMOOTH DRUM / 4 TON
99	2019	BOMAG	BW11RH	68' 9 WHEEL PNEUMATIC ROLLER
100	2021	BOMAG	BW 206 AD-5-AM	ARTICULATED TANDEM ROLLER
101	2023	BOMAG	BW138 AD-5	54' TANDEM VIBRATORY ROLLER
102	2021	XCMG	CV83PDU	66' VIBRATORY
103	2018	BOMAG	BW138AD-5	54' TANDEM VIBRATORY ROLLER
104	2023	BOMAG	BW206AD-5 AM	84' ARTICULATED TANDEM ROLLER
AWS		**MAKE**	**MODEL**	**TYPE**
AW-15		TARGET	MCSII	ROAD SAW
AW-28	2007	HUSQVARNA	TARGET PAC IV 13H PUSH	CONCRETE ROAD SAW
AW-42		TARGET	SUPER 65050	
AW-46		WACKER	BFS1318AS	WALK BEHIND PUSH SAW
AW-51	2012	HUSQVARNA	FS 400 LV	WALK BEHIND PUSH SAW
AW-52	2014	STIHL	TS 420	CUTQUICK 14 'XX20MM
AW-53	2014	STIHL	TS 420	CUTQUICK 14"XX20M
AW-54	2014	STIHL	MS 211C	CHAINSAW
AW-55	2016	STIHL	TS 420	CUTQUICK 14' GUARD CUT OFF
AW-57	2015	HUSQVARNA	K970 II	14' CUT OFF SAW 6.1HP/94CC
AW-59	2017	HUSQVARNA	FS400	WALK BEHIND SAW 18' GUARD
AW-60	2017	STIHL	TS420	14 CUT-OFF SAW 66.7 CC
AW-61	2017	HUSQVARNA	K970	16' CUT-OFF SAW
AW-62	2019	HUSQVARNA	K970	16' CUTOFF SAW
AW-64	2019	STIHL	TS420	14' CUT-OFF SAW
AW-65	2016	HUSQVARNA	K-970-II	16" CUT-OFF SAW GASOLINE POWERED
AW-67	2020	HUSQVARNA	K-970	16' CUT OFF SAW GASOLINE POWERED
AW-68	2020	DEWALT	DEEP CUT BAND SAW KIT	DEEP CUT BAND SAW KIT
AW-69	2020	HUSQVARNA	550XP	CHAINSAW
AW-70	2019	HUSQVARNA	K970	16' CUTOFF SAW
AW-71	2019	HUSQVARNA	K970	16' CUTOFF SAW
AW-72	2019	HUSQVARNA	550XP	18' CHAIN SAW
AW-75	2018	Husqvarna	K770	14' CUTOFF SAW
AW-76	2020	Husqvarna	K770	14' CUT-OFF SAW
AW-77	2020	Core Cut CC6561GK-36	CC6561GK-36	36' Road SAW 'GAS'
AW-78	2020	Husqvarna	562XP	20' CHAINSAW
AW-79	2021	ICS	SAW 890F4 & POWER PACK: P95	HYDRAULIC CONCRETE SAW & POWER PACK
AW-80	2021	HUSQVARNA	K3600MK II	HYDRAULIC CONCRETE RING SAW
AW-81	2021	HUSQVARNA	K970	16' CUTOFF SAW
AW-82	2020	HUSQVARNA	K770	14' CUT-OFF SAW
AW-83	2021	STIHL	MS 170	CHAINSAW
AW-85	2021	HUSQVARNA	365	18' CHAINSAW
AW-86	2019	HUSQVARNA	K970	14' CUTOFF SAW
AW-87	2021	HUSQVARNA	K770	14' CUTOFF SAW
AW-88	2021	HUSQVARNA	K970 III	16' CUTOFF SAW
AW-89	2021	HUSQVARNA	K770	14 CUTOFF SAW
AW-90	2022	DEWALT	DWE7491RS	10' PORTABLE TABLE SAW
AW-91	2022	HUSQVARNA	K770	14' CUTOFF SAW
AW-92		SLUGGER BY FEIN	MCCS14 51305	14 METAL CUTTING SAW
AW-93	2021	NORTON	C2024SS	14' 24 CONCRETE SAW
AW-94	2022	HUSQVARNA	K970	14' CUTOFF SAW
AW-95		STIHL	TS420	14' CUTOFF SAW
AW-96	2022	HUSQVARNA	450 RANCHER II	20' CHAINSAW
AW-97	2022	HUSQVARNA	K770	14 CUTOFF SAW
AW-98	2023	JET	CS-315-1	VARIABLE METAL CUTTING SAW
AW-99	2024	HUSQVARNA	L970	14' CUTOFF SAW
AW-100	2025	HUSQVARNA	K770	14' CUTOFF SAW
AW-101	2025	HUSQVARNA	K970	14' CUTOFF SAW & PUMP SPRAYER
AW-102	2025	HUSQVARNA	K970	14' CUTOFF SAW
AW-103	2025	HUSQVARNA	FS400	20' WALK BEHIND
AW-104	2025	HUSQVARNA	K970	14' CUTOFF SAW
AW-105	2025	HUSQVARNA	K770	14' CUTOFF SAW
AW-106	2025	HUSQVARNA	K970	14 CUTOFF SAW
SCREENERS		**MAKE**	**MODEL**	**TYPE**
SCR-16		SIMPLICITY	6x20	SCREEN ON STAND @ MODERN

EMPIRE PAVING EQUIPMENT LIST 2026

#	Year	Make	Model	Type
17		SIMPLICITY	6x20	SCREEN @ MODERN
-26		GRIZZLY	GRAVITY SCREEN	DOUBLE DECK SCREENING PLANT
-34	2002	CEC	6x16	DOUBLE WHEELED SCREENER
-38	1988	READ	RD-90 SCREEN-ALL	PORTABLE SCREENING PLANT
-41	2020	RDO	512 2 DECK TRACK SCREENER	TRACK SCREENER
-44	2018	ROCKSTER	RTT720A	TROMMEL SCREENER
-47	2023	ANACONDA	DF514	BELT FEED SCALP SCREENER
-49	2001	EXTEC	ROBOTRAC	TRACK SCREENER
-50	1999	CEC	SCREEN IT	DOUBLE WHEELED SCREENER
01	1990	CALENCO	30x78 TP20H	PPM20
01	2013	FLEXCO	LSHD48 BELT CLAMP	BELT CLAMP w/ 4 SHACKLES
02	2013	FLEXCO	840 SERIES	ALUMINUM BELT CUTTER
EEPERS		**MAKE**	**MODEL**	**TYPE**
P-06		HOLMES	SH-3.0	ANGLE BROOM
P-07	1999	ELGIN	BROOM BEAR / MED CONV	DUAL SWEEPER
P-10	2001	FREIGHTLINER	FL70 / BROOM BEAR	SWEEPER
P-11	1989	MOBIL	7200 SWEEPER TRUCK	SWEEPER
P-13	2005	ELGIN	BROOM BEAR	SWEEPER was ISWP01
P-14	2020		WALK BEHIND SWEEPER	WALK BEHIND SWEEPER
P-15	2002	POWER BOSS	CSS/95	SWEEPER / SCRUBBER
P-16	1999	ELGIN	PELICAN	SWEEPER TRUCK
P-18	2009	JOHNSTON		SWEEPER
UCKS - CRASH		**MAKE**	**MODEL**	**TYPE**
-01	1999	INTERNATIONAL	4700	CRASH TRUCK
-02	2000	INTERNATIONAL	4700	CRASH TRUCK
-03	2000	INTERNATIONAL	4700	CRASH TRUCK
-04	2000	GMC	C-SERIES	CRASH TRUCK was (ICT-01)
-05	2001	GMC	C-SERIES	CRASH TRUCK was (ICT-04)
-06	2008	FORD	F650	CRASH TRUCK
-07	2004	KENWORTH	T300	CRASH TRUCK
UCK - FLAT/RA		**MAKE**	**MODEL**	**TYPE**
-01	1986	FORD	F800	FLAT BED TRUCK
-02	2000	INTERNATIONAL	4900	FLATBED TRUCK
-03	1999	INTERNATONAL	4700	FLATBED TRUCK
-05	1999	INTERNATIONAL	4700	FLATBED / CONE TRUCK
-06	2008	FORD	F350	RACK TRUCK
-07	2000	FORD	F550	RACK TRUCK
-10	2007	INTERNATIONAL	4300	FLATBED TRUCK
-12	2015	DODGE RAM	550	RACK TRUCK
-13	2015	DODGE RAM	550	RACK TRUCK
-14	2016	DODGE RAM	550	RACK TRUCK
-15	2021	DODGE RAM	4500	RACK / PAVING CREW
-16	2014	DODGE RAM	4500	RACK TRUCK
-17	2013	INTERNATIONAL	4000 SER	RACK TRUCK
-18	2020	DODGE RAM	4500	RACK TRUCK
-19	2017	INTERNATIONAL	4300	RACK TRUCK
-20	2004	PETERBILT	330	FLATBED TRUCK
-21	2019	INTERNATIONAL	MV607	FLATBED / CONE
-22	2017	FREIGHTLINER	M2	FLATBED / CONE
-23	2025	CHEVY	3500 SILVERADO	FLATBED TRUCK
RUCK - LUBE TR		**MAKE**	**MODEL**	**TYPE**
-03	2007	KENWORTH	T300	LUBE TRUCK
RUCK - WATER		**MAKE**	**MODEL**	**TYPE**
-02	1975	MACK	DMM811	WATER TRUCK
-03	2005	FORD	F750 XL	WATER TRUCK
-04	2006	FORD	F650	WATER TRUCK
-05	2007	INTERNATIONAL	7000 SERIES	WATER TRUCK was (IWT-01)
-06	2007	INTERNATIONAL	7000 SERIES	WATER TRUCK was (IWT-02)

Established in 1967

EMPIRE PAVING

General Contractors

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203-752-0002 - Ph ▪ 203-752-0242 - Fax
www.empirepaving.com

CURRENT PROJECTS

Project Number, Name, Town and State Located	Prime (P) or Sub (S)	Project Description	Estimated Date of Completion (format xx/xx/xx)	Current Amount of Contract Awarded to you **OR Pending Award**	Amount of Work Completed on the Job	Amount of Work Remaining by Applicant
					$0	$0
DOT 36-203	P	Design Build Route 8 Rehabilitation	07/27/29	$126,039,333	$72,953,884	$53,085,450
DOT 0130-0173 Southbury	P	I-84 Intersection Interchange 14 Imps.	06/01/26	$9,197,282	$9,023,990	$173,292
DOT 0130-0193 Southbury/Middlebury	P	I-84 Pvmt. Rehab.&Reconst.(PRRP)	11/30/26	$35,231,510	$20,240,105	$14,991,405
DOT 0028-0207 Colchester	P	Resuft.,Rehab.,&Safety Imps. Rte. 2 & Rehab.,Br.03395&03396 WB/EB Rte. 85	11/30/27	$30,922,404	$0	$30,922,404
			TOTAL	$201,390,529	$102,217,979	$99,172,550

...F Inc. EMPIRE PAVING COMPLETED PROJECTS/CONTRACT DESCRIPTION

START DATE	COMP DATE	EMPIRE PAVING: COMPLETED PROJECTS/CONTRACT DESCRIPTION	SUB OR PRIME	CONTRACT AMOUNT	DOT ASSOCIATED GROUP #(S)	OWNER'S PROJECT NUMBER	LOCATION OF ACUTAL WORK PERFORMED TOWN, STATE	PROJECT CONTACT INFORMATION FULL NAME, ADDRESS AND PHONE # OF OWNER	OWNER'S EMAIL ADDRESS
1/1/2016	Feb. 2024	Widening of Route 6 from Carol Drive to Peggy Lane Addition of east bound lane to reduce congestion ,Site work,Earthwork,Concrete Restoration, milling, paving, drainage, cross slope, traffic signals, concrete sidewalks & ramps, signage, utilities overhead and under ground, line striping and landscaping	Prime	$ 12,870,631.23	1,2, 3, 5, 6, 7 13, 14, 16, 17 20, 23	17 182	Bristol, CT	Ravi Chandran State of CT DOT 860-594-2680	Ravi.chandran@ct.gov
4/16/2018	2020	Relocation of NB on Ramp to Rt 15 at Interchange 65: Constructing at grade on-ramp, eliminating on-ramp with stop ign entry, modified sidewalk new concrete curb, installed new bridge membrane, signage, traffic signals, landscaping, milling, paving, retaining walls, Storm drainage, Installed guard rails, road widening on River Road	Prime	$ 2,494,846.58	1, 2, 3, 4, 6, 7 8, 13, 14, 16, 17 20, 23	148-200	Wallingford, CT	Matthew Cleary Assistant District Engineer 203-389-3120	Matthew.cleary@ct.gov
7/16/2018	In Progress	Rehabilitation of Bridges 1-84 & Rte 8 Mixmaster Construction of a temporary roadway for the Rt 8 NB traffic while the current Rt 8 NB roadway is being rehab. The temporary roadway and 3 separate temporary bridges, 2 that spanned the Naugatuck River and one that spanned Freight St Waterbury. Bridges were constructed on precast DoubelWal abutments. EPI designed and built these bridge abutments to suppo. the temporary bridges and be easily removed when the road is removed at the end of the project. 10,000 yards of fill was brought in to build the temporary highway between these bridges. The fill was placed on top of a protective layout fabric to aid in later removal. The temp Rt 8 has its own dramage system, When the temporary road was paved, traffic was transferred onto it over over single weekend shut down where the transition from RT 8 to the new temp Rt 8 was constructed. In addition to the temp RT 8 NB, a temporary turn around was constructed at Exit 38 to aid in guiding traffic back to 84 EB. The turn around was constructed to split cars and allow them to either exit to Exit 38 or get back on Rt 8 SB.	SUB	$ 10,020,202.83	1, 2, 3, 5, 6, 7,8,Minor Bridges 12; 20, 24,	DOT 151-326	Waterbury, CT	Walsh Construction	twood@walshgroup.com
4/23/2019	Completed	Higganum Road Improvements- Remove old drainage culvert under roadway. Install sheet piling, bypass pipes, box culverts wing walls, and parapets to replace existing drainage pipes. Perform surface path repairs, install underdrain throughout the project. Install two new headwalls, poured onsite. Replace drainage tops and install new RCP. Install all new signage, guardrail and anchors throughout the length of the project. Mill, shim. and overlay entire project. Joints and membrane,Curb,Pavement Markings, Topsoil and seed project from one end to other.	Prime	$ 2,205,540.00	1-2-3-5-6-14-16-18-19-20-23	L037-0002	Durham, CT	Town of Durham CT	
7/9/2019	2022	MNR Waterbury Branch Comm Signal Infrnstructure Improvement Project. Contract #115926 This job consisted of adding positive train control to 28 miles of MNRR along the Waterbury train line between Devon and Waterbury. Work consisted of working closely with Ducci Electrical to add all necessary electrical components. Site work,Utility work, Environmental waste removal. This included 40 electrical houses installed on foundations. 15,000 FT of precast tray to hold wires.Drainage improvements at 8 crossing locations. The project spanned roughly 2 years and work was 6 days a week as limit interference with travelling trains.	Sub	$ 9,586,745.60	1-2-21-22-24	B2032-6000	Waterbury, CT	Metro North Rail Road- Ducci	

11/18/2019	2021	Reconstruction of Interchange 33 on I-95 Stratford CT-Construction new on & off ramps at Exit 32, including new bridge off-ramp and widening of existing bridge including bearings, membrane waterproofing, asphaltic plug joints structural steel girder and concrete reinforced deck and parapet, installation of 3 Noise Barrier Walls, construction of cast-in-place and precast retaining walls with concrete formliner, storm water and sanitary sewer drainage installation, granite & concrete curb, sidewalk & ramps, handling of asbestos and Raymark Waste materials, milling, paving, linestriping, signage, electrical including fiber optic and new intersection signalization with video monitoring, F shape barrier installation, guiderail, overhead sign structures (4-chord truss) and drilled shaft sign foundations, landscaping, Bridge painting, Traffic control, Signing Delination, Fencing, Temporary traffic control.	Prime	$ 28,857,927.57	1-2-3-5-6-7-9-11-13-14-15-16-17-18-19-20-23-24	DOT 138-248	Stratford, CT	CT DOT	Patrick.canuto@ct.org
2/12/2020	In Progress	2015B-35 South Hartford Conveyance and Storage Tunnel, Arlington, Newington and New Britian MDC-Project scope includes the installation of over 5,700LF of storm and sewer pipe, 24 precast manholes 7 cast in place structures, 2 cast in place inlet control gate chambers and the associated odor control buildings. The project is located Hartford and West Hartford and constructed in the highly sensitive varved clays typical of this area. Microtunneling is being used for the installation of 1,130' of 57" HOBAS pipe and 2,690 of 42" RCP pilot tube guided boring the installation method for 1,240' of 30" HOBAS; and the remainder of the pipe installation is via excavation up to 28' in depth. Empire is responsible for the design of all of the support of excavation systems and the extensive geotechnical monitoring associated with the open excavations and trenches pipe installations. In addition to the pipe and manhole installations there is a significant amount of cast in place concrete work to build structures that will control and monitor the combined sanitary and storm water flows. This project will eventually connect into the larger 18' diameter tunnel project which is expected to be completed in 2025. The collective purpose for these projects is to drastically lower the amount of sewage material that overflows into the local waterways during large rain events.	Prime	$ 37,600,842.00	1-2-3-5-14-15-16-17-20-23-24-25A	2015B-35	W Hartford/Hartford, CT	MDC-	Khutchinson@themdc.com
3/1/2020	Feb. 2024	Intersection Improvements on Route 108 (Nichols Ave) At Silver Lane & Armory Road Trumbull and Stratford-Widening of Rt 108 to accommodate a climbing lane, reconstruction of concrete sidewalks & curbing, landscaping, chain link fence installation at St. John's Cemetery, storm water drainage installation, minor watermain repairs, landscaping, electrical upgrades including video monitoring, milling, paving, linestripings	Prime	$ 1,430,114.20	1, 2, 3, 5, 6, 13, 14, 15, 16, 17 20, 23	DOT 144-196	Trumbull/Stratford, CT	State of CT	P Chandra
4/1/2020	In Progress	Intersection and Safety Improvements on Newtown Road SR 806-The job consisted of widening approximately 1600 FT of Newtown Rd, installing four 11FT travel lanes and turn lanes, excavation and construction of a precast retaining wall replacement of existing drainage, milling & paving, linestriping, utility relocations, concrete and bituminous concrete curb, concrete sidewalks & ramps, new guiderail components, new fence, landscaping, electrical modifications and addition of vehicle monitoring to the area, watermain and sanitary sewer installations.	Prime	$ 9,189,529.05	1, 2, 3 5, 6, 7 13, 14, 15, 16, 17 18, 20, 23, 24	DOT 34-347	Danbury, CT	DOT Mark Sosnowski	John.dunham@ct.gov

4/23.2020	1/31/2021	Replacement of Bridge North Road Extension over Coles Brook (Bridge No 05939) Town of Cromwell Project consisted of replacing deteriorated twin 60' culvert pipes under No. Rd Ext while keeping the water flowing. The road was closed to traffic. Temporary piles were drilled down along side each of the existing culvert pipes, steel plates were driven behind the drilled piles to support the earth while the culvert pipes were removed. In addition to supporting the earth a 36' gas main and an 8' gas was supported that ran perpendicular to the existing culvert. Handling water by installing temporary bypass pipe during culvert removal and reconstruction. Install new 28 FT wide precast concrete 3-sided box culvert supported by micropile footings drilled into sound rock. The new box culvert was set in 13 pieces and slid under the supported gas mains. Cast-in-place wingwalls and headwalls installed along with concrete formliner & stain. New asphalt roadway installed over the new box culvert. Guiderail, concrete sidewalks installed. Roadway reopened to traffic in 3 months.	Prime	$ 1,956,422.00	1, 2, 3, 5, 6, 7,8, 13, 14, 15, 16, 17 18, 20, 23, 24	No 33-132	Cromwell, CT	Maria Hodge	[redacted]
4/30/2020	11/30/2020	Markham Airport B019-2S— Coordinate with Utility companies to relocate utility conflicts. Project consists of 7 stages of construction along with 9 separate baselines for construction. Construct new approaches and new roundabout on US Route 1 and Rout te 22 interchange. Clear and Grub project, install E & S controls using best management practices. Install cofferdam, water bypass, perform drainage installation. Build new temporary roadways to create room to construct new roundabout and approaches including splitter islands from all direction with special granite curbing. Roundabout and splitter islands contains galvanized reinforcement and specialized stamped concrete. Perform full depth reconstruction throughout the project Remove temporary roadways, install granite, concrete, and bituminous curbing. Install sidewalks, ramps, driveways and imprinted concrete. Fully restore, topsoil, seed, and landscape entire project.	Prime	$ 1,081,266.90	1-3-5-13-16-17-20-23	Meriden02	Meriden, CT	Meriden airport	pete.enzien@stantec.com
5/1/2020	./8/2021	City of Meriden Overflow Culvert at Amtrak Bridge Earth Work,Rail Sub grade, placing of ballast, Installation of overflow culverts. Install steel casing pipes by jacking, grouting, headwalls and reconstretion of parking lot.	Prime	$ 2,982,102.50	2, 21	B019-04/Harbor Brook	Meriden, CT	Peter Enzien	Pete.enzien@stantec.com
6/9/2020	1/31/2021	Town of Glastonbury Boulevard Pavement Rehabilitation. The job consisted of improvements along Glastonbury Blvd.Concrete Restoration,Paving, Road Construction,Traffic Control & Illumination,Signing DelinationPavement Markings,Landscaping: Work consisted of replacing all catch basin tops with new tops. New handicap ramps were installed at all intersection. along with new granite curb. 3 crosswalks were added to aid in pedestrian crossing. The crosswalks consisted of new signals with flashing beacons. The entire road was milled and paved and received new line striping. The job also consisted of adding 2 bus pads and bus shelters along Glastonbury Blvd. Finally all areas were restored with new topsoil and grass seed.	Prime	$ 1,823,382.30	3-5-6-13-14-16-23	L053-0003	Glastonbury, CT	Stephen Braun,	Stephen.braun@glastonbury-ct.gov

7/5 /2020	2022	Modern Roundabout at U.S. Route 1 and Route 22, Town of Guilford, Branford, & No. Branford— Coordinate with Utility companies to relocate utility conflicts. Project consists of 7 stages of construction along with 9 separate baselines for construction. Construct new approaches and new roundabout on US Route 1 and Route 22 interchange. Clear and Grub project, install E & S controls ing best management practices. Install cofferdam, water bypass, perform drainage installation. Build new temporary roadways to create room to construct new roundabout and approaches including splitter islands from all direction with special granite curbing. Roundabout and splitter islands contain galvanized reinforcement and specialized stamped concrete. Perform full depth reconstruction throughout the project. Remove temporary roadways, install granite, concrete, and bituminot curbing. Install sidewalks, ramps, driveways, and imprinted concrete. Fully restore, topsoil, seed, and landscape entire project.	Prime	$ 2,957,573.34	1-2-3-4-5-6-7-14-16-20-23	DOT 59-164	Tri-towns	State of CT	Matthew S. Cleary district 3
5/20/2021	In Progress	Resurfacing, Bridge and Safety Improvements on Route 2 From Hartford to Glastonbury. The project consists of lead & asbetos abatememnt, clearing & grubbing, earth ex. conc. Pvmt. Cutting, milling, cofferdam, catch basin. sedimentation control, milling and paving,joint crack repair,removal and replace bridge decking, remove & replace str. steel, jacking bridges, manholes, electrical work, high density polyethylene piping, membrane waterproofing, curbing, bridge rail, turf establishment, traffic signals, camera assembly.	Prime	$ 61,786,112.84	1,2,3,5,5C,7A,9,10,19A	DOT 42-317	District #1 East Hartford	John Gebhard/ Lukasz Obrebski PE District #1	
12/29/2021	In Progress	High Friction Surface Treatments on State Roads in Various towns. The project consists of clearing & gubbing, surface patching, high friction surface trentment, filling joint cracks, paving, catch basin. pavement markings	Prime	$ 2,210,876.43	5,	DOT 171-469	Hartford, Bristol, New Britain, New Haven, Waterbury, Meriden	Michael Capanna PE	
3/29/2022	In Progress	RFR#6040-Resurfacing of Main Street and Replacement of Bridge No 05354 over Amtrack and Southern Railroad. The Construction Project is to provide for the resurfacing of Main Street from Park Street northerly to Gold Street for a distance of approximately 2,600 feet, and for the rehabilitation of Bridge No 05354 carrying Boce Barlow Way over the Amtrak and Connecticut Southern Railroad facilities The resurfacing of Main Street includes, but is not limited to, pavemen milling and overlay, drainage improvements including replacement of catch basins, repair of concrete bud pads, installation of concrete sidewalks and ramps, granite stone curbing, delineation of dedicated bicycle lanes, and installation of pavement markings and signing. The rehabilitation of Bridge No 05354 includes, but is not limited to, deck and sidewalk patching, replacement of the existing membrane waterproofing and expansion joints, pavement overlay, reconstruction of concrete approach sidewalks including replacement of granite stone curbing, and installation of pavement markings	Prime	$2,356,540.27	1,2,3,5,5C,7A,9,10,19A,	City of Hartford RFE6040-Hartfo6040	City of Hartford Procurement Services 550 Main Street Room 100 Hartford CT 06103 860-757-9616	Frank Dellaripa PE City of Hartford	
7/1/2022	Feb. 2024	Pavement Preservation Progrm-Mill & Overlay in the Towns of Vernon, Tolland & Willington. The Project consists of milling & paving, rumble strips, catch basins, membrane waterproofing, bridge rail, video cameras.	Prime	$22,405,696.55		DOT 0146-0204	District #1 Rocky Hill	Mr. Joseph D'Agostino, Trans. Dist, Engr. 2	

7/1/2023	In Progress	Reconstruction of Brewer St. East Hartford, CT This bid includes reconstruction of approximately 3,230 feet of Brewer Street from Main Street (Route 517) to a point approximately 150 feet east of Jefferson Lane in the Town of East Hartford. The work includes a full-depth roadway reconstruction, replacement of the existing culvert at Pewterpot Brook, a new traffic signal at Brewer Street and Glenn Road, new roadway drainage systems, new granite curbing, new concrete sidewalks primarily on the south side of the roadway signing and pavement markings, and maintenance and protection of traffic.	Prime	$7 735,889.65		DOT 42-318	Town of East Hartford	Douglas Wilson, Town Engineer 860-291-7382	
6/" /2023	In Progres	Design-Bi ild/Resurfacing, Bridge Rehab. & Safety Imps. On Route 8, City of Shelton, City of Derby, City of Ansoi ia & Town of Seymour Consisting of pavement rehab. highway & traffic engineering, bridge rehab. roadway drainage and cross culvert, investigation and repairs, guardrail and median barrier upgrades, upgrade illumination, etc.	Prime	$77,321,325.00		DOT 0036-0203	District #4 Thomaston	Mr. Christopher Zukowski Resident Engineer Mr Joshua Bartkus Project Engr.	
3/1/2024	In Progress	Interstate 84 Intersection/Interchange 14 Improvements in the Town of South ry. The project consists of clearing & grubbing, handling controlled materials, excavation, cut bit. Conc. water pollu tion control, milling and temp pavement, catch basins, drainage, structural steel, pipe work, bidge work, metal beam rail, landscaping, lighting, cameras, li ie stripping.	Prime	$7,416,992.24		DOT 0130-0173	District #4 Thomaston	Mr John Lee, District Engineer Mr. Shawn Beaulieu, PE Trans Supervi ing Engineer 203-591-3563	
4/1/2024	In Progress	I-95 SB Safety Improvements in Groton, No. Stonington & Stonington. The project consists of clearing & grubbing, earth excavation, water pollution control, milling, temp. paving, rumble strips, plug joints, catch basins and tops, reconst. Bridge end block, metal beam rail, turf establishment, highway lighting, cameras.	Primer	$36,928,084.05		DOT 0058-0307	District 2 Norwich	Mr. Patrick McNamara, Transportation Engineer 3, 860-823-3226	
	Feb. 2024	New Haven Rail Yard East End Grading, Temporary Traffic control, Ballast,Fine milling, paving HMA.	Sub	$ 104,600.00	5,6,20,21	DOT 301-182	New Haven, CT	New Haven Rail East End	Anthony Rebeiro
	Feb. 2024	New Haven Rail Yard West End Grading,Fine Milling, Paving HMA Temporary Traffic Control,Ballast.	Sub	$ 912,980.00	5,6,20,21	Dot 300-138	New Haven, CT	New Haven Rail West End	Anthony Rebeiro

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General Contractors

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www.empirepaving com

School Paving Client References

East Hampton High School
15 N Maple Street East Hampton CT
Client: Colossale Concrete
Work Description Fine grading and paving of parking lots
Project Completed 2017

Chamberlain Elementary School
120 Newington Ave New Britain CT
Client Consolidated School District of New Britain
Work Description Reclaim existing fine grade and paving of parking lots
Project Completed 2018

Shelton High School
120 Meadow Street Shelton CT
Client Shelton Public Schools
Work Description Milling and paving of running track
Project Completed 2018

Cheshire High School
525 S Main Street Cheshire CT
Client J A Rosa Construction
Work Description Fine grading and paving of sidewalks
Project Completed 2018

Hopkins School
986 Forest Road New Haven CT
Client: DeRita Construction
Work Description Paving of running track
Project Completed 2019

New London High School
490 Jefferson Ave New London CT
Client: Gerber Construction
Work Description Fine grading and paving of parking lots
Project Completed Ongoing (2020- 2023)

East Hartford High School
869 Forbes Street East Hartford CT
Client: East Hartford Public Schools
Work Description Reclaim existing fine grade and paving of parking lots and sidewalks
Project Completed June 2021

Synergy Alternative High School
40 Butternut Street East Hartford CT
Client. East Hartford Public Schools
Work Description Reclaim existing fine grade and paving of parking lots and sidewalks
Project Completed July 2021

Cheshire Academy
10 Main Street Cheshire CT
Client: Cheshire Academy
Work Description Reclaim existing fine grade and paving of parking lots
Project Completed July 2021

Huckleberry Hill Elementary School
100 Candlewood Lake Road Brookfield CT
Client· Gerber Construction
Work Description Fine grading and paving of parking lots
Project Completed Ongoing (2022 2024)

East Hampton High School
15 N Maple Street East Hampton CT
Client. Mountain View Landscapes
Work Description Fine grading and paving of track and tennis courts
Project Completed November 2021

Windsor High School
50 Sage Park Road Windsor CT
Client. Astroturf
Work Description Milling and paving of running track
Project Completed June 2022

Ana Reynolds Elementary School
85 Reservoir Road Newington CT
Client: Gerber Construction
Work Description Fine grading and paving of parking lots and sidewalks
Project Completed Ongoing (2022 2024)

Farmington High School
10 Monteith Drive Farmington CT
Client Gerber Construction
Work Description Fine grading and paving of parking lots and sidewalks
Project Completed Completed August 2022

Pleasant Valley Elementary School
591 Ellington Road South Windsor CT
Client Colossale Siteworks
Work Description Fine grading and paving of parking lots and sidewalks
Project Completed Ongoing (2022 23)

North Haven High School
55 Bailey Road North Haven CT
Client: DeRita Construction
Work Description Paving of running track
Project Completed 2022

Watertown High School
324 French Street Watertown CT
Client Astroturf

Work Description Milling and paving of running track
Project Completed Ongoing

REQUEST FOR PROPOSAL #8742
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
Driggs Elementary Parking Lot Improvements

ATTACHMENT E
Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 5·19·26

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,

Empire Paving Inc
(Print or Type Company/Corporate Name)

30 Bernhard Road
(Print or Type Business Address)

North Haven, CT 06473

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:

[Proposal continued on following page(s)]

REQUEST FOR PROPOSAL #8742

Driggs Elementary Parking Lot Improvements		
Description	**Amount (In Words)**	**Amount (In $)**
Driggs Lot Improvements (per Attachment F. Scope of Work)	ONE HUNDRED Fifty Thousand Dollars and No Cents	$ 150,000.00
	GRAND TOTAL	$ 150,000.00

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:

06-0868298
Social Security Number or
Federal Identification Number
(Print or Type)

Empire Paving Inc
Company/Corporate Name (Print or Type)

Signature of Authorized Official

EARL W. TUCKER, III
Name of Authorized Official (Print or Type)

President

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

30 Bernhard Rd
Business Address: (Print or Type)

N/A
Business Fax Number: (Print or Type)

North Haven, CT 06473
City, State, Zip Code: (Print or Type)

Business Mobile Number: (Print or Type)

203-752-0002
Business Telephone Number: (Print or Type)

earl@empirepaving.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

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE		PAGE
1.	SPECIAL NOTE	SC-1
2.	PERMITS	SC-1
3.	CONSTRUCTION STAKE OUT	SC-1
4.	SITE RESTORATION	SC-1
5.	CITY NOTIFICATION – BACKFILLING	SC-1
6.	PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-1
7.	ACCESS TO PRIVATE & PUBLIC PROPERTY	SC-2
8.	WINTER SHUTDOWN	SC-2
9.	CHANGES TO THE WORK	SC-2
10.	LAYDOWN AREAS	SC-2
11.	ADDENDUM TO GENERAL CONDITION ARTICLES 11 & 95	SC-3
12.	ADDENDUM TO GENERAL CONDITION ARTICLE 1	SC-3
13.	CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS	SC-3
14.	ADDENDUM TO GENERAL CONDITION ARTICLE 2	SC-3
15.	ADDENDUM TO GENERAL CONDITION ARTICLE 8, 9, 10	SC-3
16.	MOBILIZATION AND DEMOBILIZATION	SC-3
17.	IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY	SC-3
18.	ADDENDUM TO GENERAL CONDITION ARTICLE 93	SC-3
19.	INTENT OF DRAWINGS	SC-3
20.	ADDENDUM TO GENERAL CONDITION ARTICLES 31	SC-4
21.	SUBSTANTIAL COMPLETION	SC-4
22.	OWNER CONTROLLED CONTINGENCY ALLOWANCE	SC-4

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project; and to all of the Contract Documents. All Contract Documents apply to this Section. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, and regardless if not expressly stated in each Article herein, the costs associated with all work and/or services required under the Special Conditions shall be considered as included in the overall cost of the Contract items. No separate or additional payment will be made for this work and/or services.

ARTICLE 2. PERMITS

The Contractor shall obtain all applicable Federal, State and local permits and registrations necessary to complete the project at no additional cost to the City. The cost of obtaining and maintaining the permits shall be included in the Contract Amount.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

ARTICLE 3. NOT USED

ARTICLE 4. SITE RESTORATION

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular do to construction and/or new installations.

ARTICLE 5. CITY NOTIFICATION - BACKFILLING

Before backfilling any excavated area and after an improvement has been installed the contractor shall notify the City when a backfill operation is to occur. A City representative will make one observation for each excavated area.

ARTICLE 6. PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. No equipment or construction activities are allowed on the existing public facilities, such as athletic fields without prior written approval by the City. No equipment or storage is allowed outside of the designated construction area without prior written approval by the City. The number and location(s) of storage containers shall be approved by the City.

ARTICLE 7. ACCESS TO PRIVATE & PUBLIC PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the project area. Particular attention is noted for funeral processions, wedding processions, and other similar activities.

Where required by the City, Contractor shall also conduct regular coordination meetings with Residents, Owners and Operators of businesses and other operations to coordinate active work periods.

Contractor shall also provide and place temporary ramps at driveways or other locations where, in the opinion of the City, there is a need to provide safe access until the permanent handwork is completed.

ARTICLE 8. WINTER SHUTDOWN

No 'winter shutdown' will be permitted for this Project.

Any 'winter shutdown' authorized under this Article shall not change the "Contract Time" for the project. Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

ARTICLE 9. CHANGES TO THE WORK

If the City authorizes changes to the work, the following shall apply:

The cost for changes to the work shall be either on a firm proposal agreed to by the City or based on a cost-plus-fee basis agreeable to the City. In the event the work is to be performed on a cost plus basis, the Contractor will perform, or cause to be performed by his subcontractors, such work at direct cost, plus the percentages set out below:

1. For work performed by the Contractor's own forces, direct cost plus Ten Percent (10 %).

2. For work performed by a subcontractor, the cost to the City shall be subcontractor cost to the Contractor, plus 5 %.

ARTICLE 10. LAYDOWN AREAS / MATERIAL STORAGE

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Lay down areas within the project's limits are allowed but require pre-approval from the City. In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be

carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

ARTICLE 11. ADDENDUM TO GENERAL CONDITIONS 11 and 95

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

ARTICLE 12. NOT USED

ARTICLE 13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS

The Contractor shall comply with all City design standards, specifications and details. To the extent that Technical Specification or Drawings conflict with City design standards, specifications, or details, City design standards, specifications and details shall control.

ARTICLE 14. NOT USED

ARTICLE 15. ADDENDUM TO GENERAL CONDITIONS 8, 9 and 10

Reference is made to General Condition Article 8 – Sedimentation and Erosion Control, Article 9 – Protection of Environmental Resources and Article 10 - Environmental Protection Plan. The requirements of Articles 8, 9 and 10 shall not apply to this project; however, the Contractor shall responsible for any such requirements to the extent set forth in the Technical Specifications, Scope of Work, or elsewhere in the Contract Documents.

ARTICLE 16. MOBILIZATION AND DEMOBILIZATION

The costs of Mobilization and Demobilization for the project shall be included in the contract bid amount. No separate payment shall be made for Mobilization and/or Demobilization.

ARTICLE 17. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY

Completion of an Improvement Location Survey is not required for this Project.

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS 93

In lieu of the daily reports required in Article 93 of the general conditions, the contractor shall provide said reports, if and when requested by the City.

ARTICLE 19. INTENT OF DRAWINGS

It is the intent of the Request for Proposal (the "RFP"), the RFP Documents and the Contract Documents, including but not limited to the Drawings and Specifications, to call for finished, completed work. Any material or work not shown on the Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects, even if not particularly specified, shall be furnished, delivered and installed without additional expense to the City. Where discrepancies or variances occur between the Drawings and Specifications or within either of the Documents, or with any of the Contract Documents, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Contract price. The City shall decide on the item(s) and the manner in which the item(s) and/or work shall be performed or installed.

ARTICLE 20. ADDENDUM TO GENERAL CONDITION 31

Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

ARTICLE 21. SUBSTANTIAL COMPLETION

There is no specified Substantial Completion date for this project. That term as used in the General Conditions, or elsewhere in the Contract Documents, shall not apply to this project.

ARTICLE 22. OWNER CONTROLLED CONTINGENCY ALLOWANCE

If an owner controlled contingency allowance (OCCA) has been provided in the Contract for this Project, it is to provide an account for certain expenditures found necessary by and ordered done by the City. This item shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions.

Use of the OCCA shall be authorized in writing in advance by the City. Determination of amounts to be paid for work under this item shall be agreed to in advance by the Contractor and City. In no instance shall payments made pursuant to this Article result in an increase in the amount of the Contract amount. Any increase above the contract amount must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

Any work authorized under this Article shall not change the “Contract Time” for the project.
Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

END OF SECTION

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
1.	PLANS AND SPECIFICATIONS AT THE SITE	GC-1
2.	CONSTRUCTION PROGRESS SCHEDULE	GC-1
3.	ESTIMATED QUANTITIES	GC-2
4.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	GC-2
5.	PARTIAL PAYMENTS	GC-2
6.	INSPECTION AND TESTS	GC-3
7.	UTILITIES	GC-3
8.	SEDIMENTATION AND EROSION CONTROL	GC-3
9.	PROTECTION OF ENVIRONMENTAL RESOURCES	GC-4
10.	ENVIRONMENTAL PROTECTION PLAN	GC-5
11.	TEMPORARY UTILITIES	GC-5
12.	ABBREVIATIONS	GC-5
13.	SUBSURFACE EXPLORATION	GC-7
14.	CONTRACT AND CONTRACT DOCUMENTS	GC-7
15.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	GC-7
16.	CONTRACTOR'S TITLE TO MATERIALS	GC-8
17.	“OR EQUAL" CLAUSES	GC-8
18.	REPRESENTATIONS OF THE CONTRACTOR	GC-8
19.	PROTECTION OF WORK AND PROPERTY (EMERGENCY)	GC-9
20.	WEATHER CONDITIONS	GC-9
21.	SUBLETTING	GC-9
22.	SUBSTITUTE BOND	GC-10
23.	RIGHT TO WITHHOLD PAYMENTS	GC-10
24.	PAYMENTS BY CONTRACTOR	GC-10
25.	NOTICE OF WARNING	GC-10
26.	PROGRESS MEETINGS.	GC-11
27.	PERMITS	GC-11
28.	RIGHT TO USE THE WORK	GC-11
29.	PROVISIONS REQUIRED BY LAW	GC-11
30.	WAIVER	GC-11
31.	USE OF PREMISES AND REMOVAL OF DEBRIS	GC-11
32.	RIGHT OF WAY AND SUSPENSION OF WORK	GC-12
33.	CONSTRUCTION EQUIPMENT AND MACHINERY	GC-12

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
34.	GENERAL GUARANTEE	GC-14
35.	PROCEDURE IN CONSTRUCTION	GC-13
36.	APPRENTICES	GC-13
37.	CONTROL OF WORK	GC-13
38.	CITY'S CONTROL NOT LIMITED	GC-13
39.	AUTHORITY AND DUTIES OF INSPECTORS	GC-14
40.	INSPECTION AND CORRECTION OF WORK	GC-14
41.	CONTRACTOR'S OBLIGATIONS	GC-14
42.	TOILET ACCOMMODATIONS AND DRINKING WATER	GC-15
43.	SAFETY AND HEALTH REGULATIONS	GC-15
44.	OWNERSHIP OF DRAWINGS AND SPECIFICATIONS	GC-15
45.	RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES	GC-15
46.	LISTING OF EMPLOYMENT OPENINGS	GC-16
47.	SERVICE OF PROCESS	GC-16
48.	CITY OF WATERBURY ORDINANCE CHAPTER 34	GC-16
49.	WAGE RATES	GC-16
50.	SCHEDULE AND POSTING OF MINIMUM WAGE RATES	GC-16
51.	COMPUTATION OF WAGES AND OVERTIME COMPENSATION	GC-17
52.	WAGE UNDERPAYMENTS AND ADJUSTMENTS	GC-17
53.	CONFORMANCE OF WORK	GC-17
54.	DIMENSIONS AND SCHEDULES	GC-17
55.	PROTECTION FROM STORM	GC-17
56.	PROTECTION OF WORK AND MATERIALS	GC-17
57.	FURTHER SAFEGUARDS	GC-18
58.	FIRST AID TO INJURED	GC-18
59.	CONFORMANCE WITH DIRECTIONS	GC-18
60.	COMPETENT HELP TO BE EMPLOYED	GC-18
61.	STREETS AND SIDEWALKS TO BE KEPT OPEN	GC-18
62.	LIGHTS, BARRIERS, FENCES, WATCHMEN & INDEMNITY	GC-18
63.	WORK OUTSIDE REGULAR HOURS	GC-19
64.	BUS LINE INERFERENCE	GC-19
65.	COLD WEATHER WORK	GC-19
66.	BLASTING AND EXPLOSIVES	GC-20

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
67.	TUNNELING	GC-20
68.	RESERVED MATERIALS/EXCAVATED MATERIALS	GC-20
69.	OBSTRUCTIONS AND CROSSOVERS	GC-20
70.	DIRECTIONAL SIGNS AND LIGHTS	GC-21
71.	MAINTENANCE OF WORKPLACE	GC-21
72.	OPERATIONS AT SEVERAL POINTS	GC-21
73.	INTERFERENCE WITH EXISTING STRUCTURES	GC-21
74.	TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS	GC-22
75.	MATERIALS	GC-22
76.	DEFECTIVE MATERIALS	GC-22
77.	INSPECTION AND TESTING OF FURNISHED MATERIALS.	GC-22
78.	SAMPLES AND ORDERING LISTS	GC-22
79.	SANITARY CONVENIENCES	GC-22
80.	FINISHING AND CLEANING UP	GC-22
81.	RIGHTS OF ACCESS	GC-23
82.	WORK BY OTHERS	GC-23
83.	WORK WITHIN THE LIMITS OF PRIVATE PROPERTY	GC-23
84.	LOADING	GC-24
85.	COMPLETION OF WORK	GC-24
86.	DUST AND SPILLAGE CONTROL	GC-24
87.	CARE OF THE WORK	GC-25
88.	EMERGENCY WORK	GC-25
89.	FIRE PREVENTION AND PROTECTION	GC-25
90.	PLANIMETER	GC-25
91.	SUPERINTENDENCE	GC-25
92.	CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS	GC-25
93.	DAILY REPORTS	GC-26
94.	MATERIAL AND WORKMANSHIP	GC-26
95.	TEMPORARY WATER SUPPLY	GC-26
96.	FITTING AND COORDINATION OF WORK	GC-26
97.	ARCHEOLOGICAL FINDS	GC-26
98.	EXCAVATIONS NEAR UNDERGROUND UTILITIES	GC-27
99.	WATER QUALITY OF WELLS.	GC-27

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
100.	WORK IN STATE HIGHWAYS	GC-27
101.	EXISTING INSPECTION REPORTS	GC-27
102.	TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS	GC-28
103.	CLEANING FINISHED WORK	GC-28
104.	COMPLIANCE TO ACTS AND EXECUTIVE ORDERS	GC-28
105.	SEMI-FINAL INSPECTION	GC-28
106.	CITY'S CERTIFICATE OF SUBSTANCIAL COMPLETION	GC-29
107.	FINAL INSPECTION	GC-29
108.	FINAL ESTIMATE	GC-30
109.	SEMI-FINAL PAYMENT	GC-30
110.	LIMITED ACCEPTANCE OF WORK	GC-30
111.	FINAL COMPLETION/ CITY'S CERTIFICATE OF FINAL COMPLETION	GC-30
112.	FINAL PAYMENT/PROJECT ACCEPTANCE	GC-30
113.	ACCEPTANCE OF FINAL PAYMENT	GC-30
114.	10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE	GC-31

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise in the Contract Documents, all costs associated with any work/services required or necessary under the General Conditions shall be considered as included in the Contract Amount (also referred to as Total Compensation). No separate or additional payment will be made for this work and/or services.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILT DRAWINGS

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).

2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.

2.03 The schedule shall indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.04 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.05 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall

arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

2.06 The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:

i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
iii. Reschedule work items to achieve concurrent accomplishment of work activities.

2.07 Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, ~~and~~ b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and actually performed, and/or materials furnished.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor’s periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.

6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall

control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.

H. Traffic control plan when necessary.

I. Methods of protecting surface and ground water during construction activities.

J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure

"Federal Specification" A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, and if provided by the City, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 Deleted.

14.02 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 priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any

and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality

and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind

subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

23.02 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.

7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD

34.01 The Contractor's General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and workmanship.

34.02 Within the Contractor's General Warranty Period, any portion of the Work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.03 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the Contractor's General Warranty Period.

34.04 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.

34.05 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by City in performing such correction.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or

determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided elsewhere in the Contract Documents.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall

observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished ~~ined~~ by the City. Such drawings and specifications are not to be used in other work.

ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

> Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:
>
> > "In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."

ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of all funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable section of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain

control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the

winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

66.06 Where blasting is required subsequent to commencement of construction, insurance, as required by the City's Risk Manager shall be obtained by the Contractor, and approved by the City's Risk Manager.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be

made for this work.

69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drain pipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor‘s Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City’s or Project Engineer’s directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted form any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City’s easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.

86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether or not the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capaCity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City
(2) Project Engineer or Inspector

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION

105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized “Contractor’s Affidavit of Substantial Completion” and request a Semi-Final Inspection of the work.

105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:

i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents.
ii. Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities.
iii. Where required, submit photographs, specific warranties, final certifications, and similar documents.
iv. Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.

105.3 Subsequent to City’s receipt of Contractor’s Affidavit of Substantial Completion, Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.

105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion, or advise Contractor of work that must be performed prior to issuance of said certificate, and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract

Documents.

105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompletion, and reasons for being incomplete.

ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION

106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.

106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.

106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.

106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

ARTICLE 107. FINAL INSPECTION

107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.

107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.

107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:

i. Supporting documentation required by the Contract Documents not previously submitted and accepted.
ii. Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements.
iii. Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required.
iv. Reports and forms required by Federal and/or State funding sources, as required thereby.
v. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Engineer.
vi. Any final documents requested by Project Engineer.
vii. If applicable, submit final liquidated damages settlement statement, acceptable to City.
viii. Photographs, specific warranties, final certifications, and similar documents.
ix. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified.
x. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
xi.

ARTICLE 108. FINAL ESTIMATE

108.01 If the Work is determined Finally Complete, a Final Estimate shall be prepared showing the total due Contractor under the Contract less the retainage held by the City. This Final Estimate shall show the final estimate of quantities. Should this estimate of quantities show a decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the Final Estimate by adding or deducting said amounts from the from the gross sum bid.

108.02 The Final Estimate shall reflect the final Contract Amount, all prior City payments to the Contractor, all adjusts to the Contract Amount, all retainage held by the City, any liquidated damage amounts, all unused amounts of any Owner Controlled Allowances and of all Cash Allowances, all adjustments for Alternates accepted/declined by the City and

final amount of any holdback(s) by the City.

108.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in this Final Estimate.

ARTICLE 109. SEMI-FINAL PAYMENT

109.01 Based upon the amounts and qualities set forth in the Final Estimate, the Contractor shall submit its Semi-Final Payment Application requesting the total due under the Contract, less all retainage held by the City.

109.02 This Semi-Final Payment Application shall be certified as to its correctness by the Project Engineer and will be processed in the same manner as the partial payment requests.

ARTICLE 110. LIMITED ACCEPTANCE OF WORK

110.01 Limited Acceptance of Portion(s) of the Work shall be at City's sole discretion and shall be subsequent to issuance of City's Certificate of Substantial Completion for such work and shall relieve Contractor of responsibility for the physical aspects of said portion of the work; however such termination of responsibility for the physical aspects of the work in no way affects or diminishes any other contractual requirements governing the work so accepted, or the acceptance of the Project as whole.

ARTICLE 111. FINAL COMPLETION / CITY'S CERTIFICATE OF FINAL COMPLETION

111.01 Final Completion of the Project by the City shall occur when:

a. All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed.
b. All Project work and services have been completed to the satisfaction of the City; and Semi-Final Payment has been made to the Contractor.
c. Contractor has submitted its Final Payment Application and Project Engineer has certified it as to correctness. Contractor's Final Payment Application shall be solely for release of all retainage held by the City.
d. Upon issuance to Contractor by City of City's Certificate of Final Completion.

111.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor and shall be a prerequisite to Project Acceptance and Final Payment by the City.

ARTICLE 112 FINAL PAYMENT / PROJECT ACCEPTANCE

112.01 Subsequent to issuance of the City's Certificate of Final Completion, the City shall process Contractor's Final Payment Application, which shall be solely for release of all retainage held by the City.

112.02 Contractor's Final Payment Application shall be certified as to its correctness by the Project Engineer and shall be based on City's Certification of Contractor's Final Payment Application.

112.03 If a Certificate of Compliance is required by the Contract Documents, Final Payment shall not be released until such certificate has been issued and delivered to the City.

112.04 Subsequent to issuance of Final Payment to the Contractor, the City shall issue its written notice of its Acceptance of the Project to the Contractor.

ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT

113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such statement shall specify the items claimed. Should the

Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

ARTICLE 114. 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

114.01 The Contractor, or any subcontractors working on the project, shall provide written proof that any and all employees working on the project jobsite have successfully completed the 10-Hour OSHA Construction Safety and Health Course.

END OF SECTION

REQUEST FOR PROPOSAL #8742
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Driggs Elementary Parking Lot Improvements

ATTACHMENT F.

Scope of Services

The successful respondent (also referred to as "Contractor") shall procure, install, and perform **Driggs Elementary Parking Lot Improvements**, as provided below:

A. Scope of Services

1. Scope of Work:

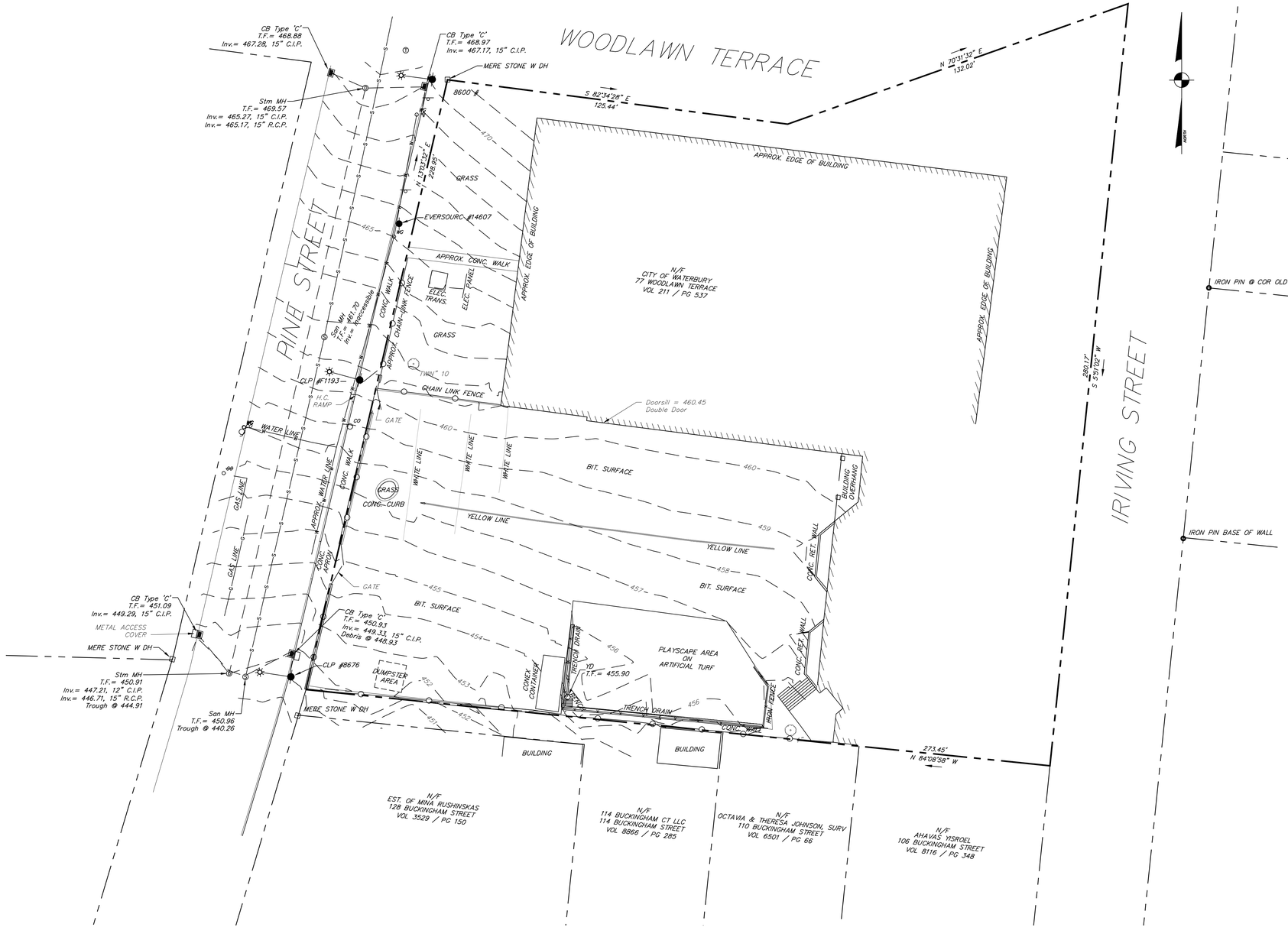
Site Preparation/Demolition

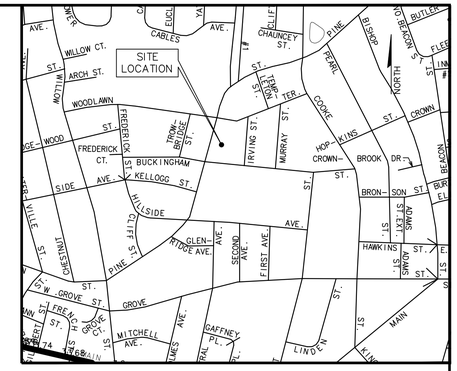
1. Work area to be established with coordination with any present school stage. Blocking of any pedestrian or emergency doors/exits shall be coordinated prior to initiation of work
2. Delineate and protect the existing play scape area and all other site features indicated to remain on site. Perimeter fencing to be protected during demolition. If moved or damaged, fence to be reset or replaced as required.
3. Install all soil erosion and sediment control features required for the Site. Install silt fence around down gradient perimeter and install antitracking pad prior to site work.
4. Remove all surficial features designated for removal and disposal. Items to be relocated within or outside of the parking area are to be removed and stored in areas designated by the Owner.
5. Buried concrete sidewalk material along building to be exposed and full extents to established prior to removal. Upon exposure and verification of the extents of the slab, material to be removed and disposed.
6. Existing pavement to be reclaimed to a depth of 12". 3" ± excess material to be removed to meet final pavement grades. Reclaimed areas to be reviewed for any materials deemed unsuitable for reuse (excessive silt or clay materials, areas susceptible to excessive settling when compacted.
7. Existing concrete driveway apron to be removed. Saw cut sidewalk at the nearest expansion joints.
8. Existing catch basins onsite to be removed and existing invert(s) to be verified for new structure installation. Existing pipe to be removed to nearest connection point to down gradient pipe segment. Protect any exposed pipes from damage or sedimentation.

Site Work

1. Reclaimed based to be compacted and fine grading to be completed for bituminous concrete pavement installation. Areas not meeting the required elevation to be augmented with new processed aggregate base material.
2. Install new drainage structure with 2' sump. Install new pipe segment for connections to new structure from existing pipe. Install silt sack until site work is completed.

3. Bituminous concrete pavement to be placed – binder course meeting HMA S0.5 DOT specification; wearing course HMA S0.375 specifications. Pave to edge of reclaimed areas meeting existing lines and grade of existing areas.
4. Install metal fencing along perimeter of new designated play area. New fencing to abut existing fencing at playscape area.
5. New driveway apron and restored sidewalk to be installed meeting City of Waterbury standards.
6. Restripe parking area as depicted in site plans. Relocate site features (i.e. dumpster) back on site in designated areas.
7. Install bollards along parking at existing building.
8. Parking area to be swept and cleaned prior to project close out. All drainage structures to be vacuumed and cleaned prior to final demobilization to remove any excess sediment or debris during construction.





LOCATION MAP

NOT TO SCALE

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- FENCE
- ELECTRIC LINE
- TELECOMMUNICATIONS LINE
- WATER LINE
- SANITARY LINE
- GAS LINE
- DRAINAGE PIPE
- STREET LIGHT/LAMP POST
- UTILITY POLE
- WG WATER GATE/VALVE
- FIRE HYDRANT
- GG GAS GATE/VALVE
- SIGN
- PROPERTY CORNER IRON PIN
- HAND HOLE
- CATCH BASIN
- DRAINAGE MANHOLE
- SANITARY MANHOLE
- MB MAILBOX
- BORING
- BUSH
- DECIDUOUS TREE
- BOLLARD

GENERAL NOTES

1. THIS SURVEY HAS BEEN PREPARED BY FREEMAN COMPANIES, LLC. IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THRU 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON AUGUST 29, 2019
   - 1.1. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS A-2 AND TOPOGRAPHIC ACCURACY CLASS T-2
   - 1.2. BOUNDARY DETERMINATION IS A RESURVEY
   - 1.3. THE TYPE OF SURVEY PERFORMED IS AN IMPROVEMENT LOCATION SURVEY
2. NORTH ARROW AND BEARINGS REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83, EPOCH2011) AND IS BASED UPON GPS OBSERVATIONS PERFORMED BY FREEMAN COMPANIES
3. ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON GPS OBSERVATIONS PERFORMED BY FREEMAN COMPANIES
4. THE UNDERGROUND FEATURES DEPICTED HEREON ARE THE RESULT OF COMPILATION OF EXISTING MAPPING AND LOCATION OF UTILITY PAINT, ACTUAL LOCATION OF UNDERGROUND UTILITIES IS TO BE CONSIDERED TO BE APPROXIMATE AT BEST. OTHER UTILITIES MAY EXIST WHICH FREEMAN COMPANIES ARE UNAWARE OF. VERIFY INFORMATION IN THE FIELD BEFORE ANY DIGGING OR SITE EXCAVATION CALL, "CALL BEFORE YOU DIG" 1-800-922-4455.

MAP REFERENCE(S)

1. "MAP OF LAND OF ESTATE OF CLARK M. PLATT, WATERBURY-CONN."; SCALE: 1 INCH = 50 FEET; DATED 1914; BY: THE A.J. PATTON CO. SURVEYOR

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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

PETER PARIZO L.S. #14653

NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE ABOVE NAMED LAND SURVEYOR.

NO.	DATE	DESCRIPTION
1		REVISIONS

FREEMAN COMPANIES
DBE | SBE | MBE | SBA (8)a CERTIFIED
LAND DEVELOPMENT
ENGINEERING DESIGN
CONSTRUCTION SERVICES

FREEMAN COMPANIES, LLC
35 JOHN STREET
HARTFORD, CT 06106
WWW.FREEMANCOS.COM
(860)251-9550
FAX:(860)986-7161

LAND OF CITY OF WATERBURY 77 WOODLAWN TERRACE WATERBURY, CONNECTICUT

SURVEYED:	Crew
DRAFTED:	CAD
APPROVED:	E.F.
SCALE:	1" = 20'
PROJECT NO.:	2025-0111
DATE:	06/02/2025
CAD FILE:	2025-0111

TITLE:
LIMITED TOPOGRAPHIC SURVEY

SHEET NUMBER:
E-1

THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC

SITE PLAN NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH PROJECT SPECIFICATION MANUAL; CITY OF WATERBURY STANDARDS AND CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS IN THE ABOVE REFERENCED INCREASING HIERARCHY. IF SPECIFICATIONS ARE IN CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE OSHA, FEDERAL, STATE AND LOCAL REGULATIONS.
2. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ZONING PERMITS REQUIRED BY GOVERNMENT AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL TOWN CONSTRUCTION PERMITS, INCLUDING CONNECTICUT DOT PERMITS AND SEWER AND WATER CONNECTION PERMITS. THE CONTRACTOR SHALL POST ALL BONDS, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.
3. REFER TO DETAILS AND PROJECT MANUAL FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS IN THE FIELD AND CONTACT THE ENGINEER IF THERE ARE ANY QUESTIONS OR CONFLICTS REGARDING THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS SO THAT APPROPRIATE REVISIONS CAN BE MADE PRIOR TO BIDDING/CONSTRUCTION. ANY CONFLICT BETWEEN THE DRAWINGS AND SPECIFICATIONS SHALL BE CONFIRMED WITH THE OWNER'S CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL PRODUCTS, MATERIALS PER PLANS AND SPECIFICATIONS TO THE OWNER AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR DELIVERY TO THE SITE. ALLOW A MINIMUM OF 14 WORKING DAYS FOR REVIEW.
5. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDED SEQUENCE OF CONSTRUCTION NOTES PROVIDED ON THE EROSION CONTROL AND SEDIMENT CONTROL NARRATIVE OR SUBMIT AN ALTERNATE PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION.
6. SHOULD ANY UNKNOWN OR INCORRECTLY LOCATED EXISTING PIPING OR OTHER UTILITY BE UNCOVERED DURING EXCAVATION, CONSULT THE ENGINEER IMMEDIATELY FOR DIRECTIONS BEFORE PROCEEDING FURTHER WITH WORK IN THIS AREA.
7. DO NOT INTERRUPT EXISTING UTILITIES SERVICING FACILITIES OCCUPIED AND USED BY THE OWNER OR OTHERS DURING OCCUPIED HOURS, EXCEPT WHEN SUCH INTERRUPTIONS HAVE BEEN AUTHORIZED IN WRITING BY THE OWNER AND THE CITY. INTERRUPTIONS SHALL ONLY OCCUR AFTER ACCEPTABLE TEMPORARY SERVICE HAS BEEN PROVIDED.
8. ALL SITE DIMENSIONS ARE REFERENCED TO THE FACE OF CURB OR EDGE OF PAVING AS APPLICABLE, UNLESS OTHERWISE NOTED. ALL BUILDING DIMENSIONS ARE REFERENCED TO THE OUTSIDE FACE OF THE STRUCTURE.
9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF VEHICLES AND PEDESTRIANS CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES, TRAFFICMEN AND UNIFORMED TRAFFIC OFFICERS AS REQUIRED OR AS ORDERED BY THE ENGINEER, AS REQUIRED BY THE LOCAL GOVERNING AUTHORITIES OR AS REQUIRED BY PERMIT STIPULATIONS.
10. REFER TO DETAIL SHEETS FOR PAVEMENT, CURBING, AND SIDEWALK INFORMATION.
11. TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO THE STATE DOT STANDARD DETAIL SHEETS AND THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. SIGNS SHALL BE INSTALLED PLUMB WITH THE EDGE OF THE SIGN 2' OFF THE FACE OF THE CURB, AND WITH 7' VERTICAL CLEARANCE UNLESS OTHERWISE DETAILED OR NOTED.
12. THE CONTRACT LIMIT IS THE PROPERTY LINE UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE CONTRACT DRAWINGS.
13. THE CONTRACTOR SHALL ABIDE BY ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS WHEN OPERATING CRANES, BOOMS, HOISTS, ETC. IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES. IF CONTRACTOR MUST OPERATE EQUIPMENT CLOSE TO ELECTRIC LINES, CONTACT POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS. ANY UTILITY COMPANY FEES SHALL BE PAID FOR BY THE CONTRACTOR.
14. THE CONTRACTOR SHALL SUBMIT A SHOP DRAWING OF THE PAVEMENT MARKING PAINT MIXTURE TO BE UTILIZED PRIOR TO STRIPING.
15. PARKING SPACES SHALL BE STRIPED WITH 4" SWL; HATCHED AREA SHALL BE STRIPED WITH 4" SWL AT A 45° ANGLE, 2' ON CENTER. HATCHING, SYMBOLS, AND STRIPING FOR RESERVED SPACES SHALL BE PAINTED WHITE. OTHER MARKINGS SHALL BE PAINTED WHITE OR AS NOTED.
16. THE CONTRACTOR SHALL RESTORE ANY DRAINAGE STRUCTURE, PIPE, CONDUIT, PAVEMENT, CURBING, SIDEWALKS, LANDSCAPED AREAS OR SIGNAGE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER, AS APPROVED BY THE ENGINEER.
17. THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER AT THE END OF CONSTRUCTION.
18. THE ENGINEER IS NOT RESPONSIBLE FOR SITE SAFETY MEASURES TO BE EMPLOYED DURING CONSTRUCTION. THE ARCHITECT AND ENGINEER HAVE NO CONTRACTUAL DUTY TO CONTROL THE SAFEST METHODS OR MEANS OF THE WORK, JOB SITE RESPONSIBILITIES, SUPERVISION OF PERSONNEL OR TO SUPERVISE SAFETY AND DO NOT VOLUNTARILY ASSUME ANY SUCH DUTY OR RESPONSIBILITY.
19. THE CONTRACTOR SHALL COMPLY WITH OSHA CFR 29 PART 1926 FOR EXCAVATION TRENCHING AND TRENCH PROTECTION REQUIREMENTS.
20. ALTERNATIVE METHODS AND PRODUCTS, OTHER THAN THOSE SPECIFIED, MAY BE USED IF REVIEWED AND APPROVED BY THE OWNER, ENGINEER, AND APPROPRIATE REGULATORY AGENCY PRIOR TO INSTALLATION DURING THE BIDDING/CONSTRUCTION PROCESS.
21. INFORMATION ON EXISTING UTILITIES AND STORM DRAINAGE SYSTEMS HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY PROVIDER AND TOWN RECORD MAPS AND/OR FIELD SURVEY AND IS NOT GUARANTEED CORRECT OR COMPLETE. UTILITIES AND STORM DRAINAGE SYSTEMS ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES AND STORM DRAINAGE SYSTEMS INCLUDING SERVICES. PRIOR TO DEMOLITION OR CONSTRUCTION, THE CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" 72 HOURS BEFORE COMMENCEMENT OF WORK AT "(800) 922-4455" AND VERIFY ALL UTILITY AND STORM DRAINAGE SYSTEM LOCATIONS.
22. NO CONSTRUCTION OR DEMOLITION SHALL BEGIN UNTIL APPROVAL OF THE FINAL PLANS IS GRANTED BY ALL GOVERNING AND REGULATORY AGENCIES.
23. THE SITE IS CURRENTLY SERVICED BY PUBLIC WATER.
24. FORM 819 IS THE LATEST CT DOT SPECIFICATION AT THIS TIME, ANY REFERENCE MADE TO OLDER VERSIONS SHALL REFER TO THE LATEST VERSION.
26. GRADE TO INSURE POSITIVE DRAINAGE AWAY FROM ALL SIDES OF BUILDING FOUNDATIONS. PREVENT PONDING OF WATER.
27. CONCRETE LANDINGS AND PATIOS SHALL PITCH AT 2% (MAX) SLOPE AWAY FROM BUILDINGS.
28. SIDEWALKS SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% AND MAXIMUM CROSS SLOPE OF 2%.
29. RESERVED PARKING SPACES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.
30. ACCESSIBLE RAMPS SHALL HAVE A MAX SLOPE OF 8%.

DEMOLITION NOTES

1. ALL STRUCTURES, LIGHT POLES, AND POSTS, INCLUDING FOUNDATIONS AND FOOTINGS SHOWN ON THIS PLAN ARE TO BE REMOVED FROM SITE, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL SECURE ANY PERMITS, PAY ALL FEES AND PERFORM CLEARING AND GRUBBING AND DEBRIS REMOVAL PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
2. SEDIMENT AND EROSION CONTROLS AS SHOWN ON THE SEDIMENT AND EROSION CONTROL PLAN SHALL BE INSTALLED PRIOR TO START OF DEMOLITION AND CLEARING AND GRUBBING OPERATIONS.
3. REMOVE AND DISPOSE OF ANY SIDEWALKS, FENCES, STAIRS, WALLS, DEBRIS AND RUBBISH REQUIRING REMOVAL FROM THE WORK AREA IN AN APPROVED OFF-SITE LANDFILL, BY AN APPROVED HAULER. HAULER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS.
4. THE CONTRACTOR SHALL SECURE ALL PERMITS FOR HIS DEMOLITION WORK AND DISPOSAL OF HIS DEMOLITION MATERIAL TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL POST BONDS AND PAY PERMIT FEES AS REQUIRED.
5. ASBESTOS OR HAZARDOUS MATERIAL, IF FOUND ON SITE, SHALL BE REMOVED BY A LICENSED HAZARDOUS MATERIAL CONTRACTOR.
6. THE CONTRACTOR SHALL PREPARE ALL MANIFEST DOCUMENTS AS REQUIRED PRIOR TO COMMENCEMENT OF DEMOLITION.
7. IF APPLICABLE, THE CONTRACTOR SHALL CUT AND PLUG, OR ARRANGE FOR THE APPROPRIATE UTILITY PROVIDER TO CUT AND PLUG, ALL SERVICE PIPING AT THE STREET LINE OR AT THE MAIN, AS REQUIRED BY THE UTILITY PROVIDER INCLUDING STORMWATER PIPING, OR AS OTHERWISE NOTED OR SHOWN ON THE CONTRACT DRAWINGS. ALL SERVICES MAY NOT BE SHOWN ON THIS PLAN. THE CONTRACTOR SHALL INVESTIGATE THE SITE PRIOR TO CONSTRUCTION TO DETERMINE THE EXTENT OF SERVICE PIPING TO BE REMOVED, CUT OR PLUGGED. THE CONTRACTOR SHALL PAY ALL UTILITY PROVIDER FEES FOR ABANDONMENTS AND REMOVALS INCLUDING STORMWATER PIPING.
8. THE CONTRACTOR SHALL PROTECT ALL IRON PINS, MONUMENTS AND PROPERTY CORNERS DURING DEMOLITION ACTIVITIES. ANY CONTRACTOR DISTURBED PINS, MONUMENTS, AND OR PROPERTY CORNERS, ETC. SHALL BE RESET BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL STABILIZE THE SITE AND KEEP EROSION AND SEDIMENT CONTROL MEASURES IN PLACE UNTIL THE COMPLETION OF HIS WORK OR UNTIL THE COMMENCEMENT OF WORK BY THE SITE CONTRACTOR, WHICHEVER OCCURS FIRST, AS REQUIRED OR DEEMED NECESSARY BY THE ENGINEER OR OWNER'S REPRESENTATIVE. THE SITE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE MAINTENANCE OF EXISTING EROSION AND SEDIMENTATION CONTROLS AND FOR INSTALLATION OF ANY NEW EROSION AND SEDIMENTATION CONTROLS, AS PER THE SEDIMENT AND EROSION CONTROL PLAN, AT THAT TIME.
10. THE CONTRACTOR SHALL PUMP OUT FUEL AND WASTE OIL TANKS (IF ANY ARE ENCOUNTERED) AND REMOVE FUEL TO AN APPROVED DISPOSAL AREA BY A LICENSED WASTE OIL HANDLING CONTRACTOR IN STRICT ACCORDANCE WITH STATE DEEP REQUIREMENTS.
11. IF IMPACTED OR CONTAMINATED SOIL IS ENCOUNTERED BY THE CONTRACTOR, THE CONTRACTOR SHALL SUSPEND EXCAVATION WORK OF IMPACTED SOIL AND NOTIFY THE OWNER AND/OR OWNER'S ENVIRONMENTAL CONSULTANT PRIOR TO PROCEEDING WITH FURTHER WORK IN THE IMPACTED SOIL LOCATION UNTIL FURTHER INSTRUCTED BY THE OWNER AND/OR OWNER'S ENVIRONMENTAL CONSULTANT.
12. THE CONTRACTOR SHALL ADHERE TO ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS WHEN OPERATING CRANES, BOOMS, HOISTS, ETC. IN PROXIMITY OF OVERHEAD ELECTRIC LINES. IF CONTRACTOR MUST OPERATE EQUIPMENT CLOSE TO ELECTRIC LINES CONTACT POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS. ANY UTILITY PROVIDER FEES SHALL BE PAID BY THE CONTRACTOR.
13. THE OWNER SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF VEHICLES AND PEDESTRIANS CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES AND UNIFORMED TRAFFICMEN/OFFICERS AS REQUIRED OR AS ORDERED BY THE ENGINEER, OR AS REQUIRED BY THE LOCAL GOVERNING AUTHORITIES OR AS REQUIRED BY PERMIT STIPULATIONS. CONTRACTOR SHALL MAINTAIN ALL TRAFFIC LANES AND PEDESTRIAN WALKWAYS AT ALL TIMES UNLESS WRITTEN APPROVAL FROM THE APPROPRIATE GOVERNING AGENCY IS GRANTED.
14. BACKFILL DEPRESSIONS, FOUNDATION HOLES AND REMOVED DRIVEWAY AREAS IN LOCATIONS NOT SUBJECT TO FURTHER EXCAVATION WITH SOIL MATERIAL APPROVED BY THE OWNER'S GEOTECHNICAL ENGINEER AND COMPACT, FERTILIZE, SEED AND MULCH DISTURBED AREAS NOT SUBJECT TO FURTHER SITE CONSTRUCTION. EMPLOY WATERING EQUIPMENT FOR DUST CONTROL.
15. THE CONTRACTOR SHALL REPAIR PAVEMENTS BY INSTALLING TEMPORARY AND PERMANENT PAVEMENTS IN PUBLIC RIGHTS-OF-WAY AS REQUIRED BY LOCAL GOVERNING AUTHORITIES AND THE CONNECTICUT DOT AND PER PERMIT REQUIREMENTS DUE TO DEMOLITION AND PIPE REMOVAL ACTIVITIES.
16. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPE, CONDUIT, PAVEMENT, CURBING, SIDEWALKS, DRAINAGE STRUCTURE, SWALE OR LANDSCAPED AREAS DISTURBED DURING DEMOLITION TO THEIR ORIGINAL CONDITION OR BETTER TO THE SATISFACTION OF THE OWNER, CITY OF WATERBURY.
17. NO WORK ON THIS SITE SHALL BE INITIATED BY THE CONTRACTOR UNTIL A PRE-CONSTRUCTION MEETING WITH THE OWNER AND THE ENGINEER IS PERFORMED. THE CONTRACTOR SHOULD BE AWARE OF ANY SITE INFORMATION AVAILABLE SUCH AS GEOTECHNICAL AND ENVIRONMENTAL REPORTS. THE CONTRACTOR SHALL HAVE CALL BEFORE YOU DIG MARK OUTS OF EXISTING UTILITIES COMPLETED PRIOR TO MEETING.
18. THE CONTRACTOR SHALL ARRANGE FOR AND INSTALL TEMPORARY OR PERMANENT UTILITY CONNECTIONS WHERE INDICATED ON PLAN OR AS REQUIRED. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDERS FOR INSTALLATION AND PAY UTILITY PROVIDER FEES.
19. IF REQUIRED, THE CONTRACTOR SHALL NOT COMMENCE DEMOLITION OR UTILITY DISCONNECTIONS UNTIL AUTHORIZED TO DO SO BY THE OWNER AND/OR ENGINEER.
20. IF REQUIRED, THE CONTRACTOR OR DEMOLITION CONTRACTOR SHALL INSTALL TEMPORARY SHEETING OR SHORING AS NECESSARY TO PROTECT EXISTING AND NEW BUILDINGS AND UTILITIES DURING CONSTRUCTION AND DEMOLITION. SHEETING OR SHORING SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, LICENSED IN THIS STATE AND EVIDENCE OF SUCH SUBMITTED TO THE OWNER PRIOR TO INSTALLATION.
21. NO SALVAGE SHALL BE PERMITTED UNLESS PAID TO THE OWNER AS A CREDIT.
22. THE CONTRACTOR SHALL COMPLY WITH OSHA CFR29 PART 1926 FOR EXCAVATION, TRENCHING, AND TRENCH PROTECTION REQUIREMENTS.
23. ALL TREE STUMPS WITHIN THE LIMITS OF DISTURBANCE SHALL BE REMOVED.

GRADING AND DRAINAGE NOTES

1. THE CONTRACTOR SHALL PRESERVE EXISTING VEGETATION WHERE POSSIBLE AND/OR AS NOTED ON THE DRAWINGS. REFER TO EROSION CONTROL PLAN FOR LIMIT OF DISTURBANCE AND EROSION CONTROL NOTES.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY CONSTRUCTION PERMITS FROM THE STATE AND CITY OF WATERBURY REQUIRED TO PERFORM ALL REQUIRED WORK, INCLUDING STREET CUTS AND CONNECTIONS TO EXISTING UTILITIES. THE CONTRACTOR SHALL POST ALL BONDS, EXCEPT CONNECTICUT DOT ENCROACHMENT PERMIT BOND, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF VEHICLES AND PEDESTRIANS CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES AND UNIFORMED TRAFFICMEN/OFFICERS AS REQUIRED, ORDERED BY THE ENGINEER OR REQUIRED BY THE STATE AND CITY OF WATERBURY.
4. SUBGRADE SHALL BE FORMED WITH REMOVAL AND REPLACEMENT OF FILL AND REMOVAL AND REPLACEMENT OF SOFT SUBGRADE MATERIAL AS ORDERED BY THE ENGINEER.
5. THE CONTRACTOR SHALL COMPACT FILL PER THE SPECIFICATIONS AND DETAILS. MAXIMUM LIFTS UNDER ALL PARKING AND DRIVE AREAS TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR TEST), OR AS DIRECTED BY THE ENGINEER.
6. ALL SITE WORK, MATERIALS OF CONSTRUCTION, AND CONSTRUCTION METHODS FOR EARTHWORK AND STORM DRAINAGE WORK, SHALL CONFORM TO THE SPECIFICATIONS AND DETAILS AND APPLICABLE SECTIONS OF THE PROJECT SPECIFICATIONS MANUAL. ALL FILL MATERIAL UNDER STRUCTURES AND PAVED AREAS SHALL BE PER THE ABOVE STATED APPLICABLE SPECIFICATIONS, AND/OR PROJECT GEOTECHNICAL REPORT, AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL ENGINEER. MATERIAL SHALL BE COMPACTED IN LIFTS TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557.
7. ALL DISTURBANCE INCURRED TO PUBLIC, MUNICIPAL, COUNTY, STATE PROPERTY DUE TO CONSTRUCTION SHALL BE RESTORED TO ITS PREVIOUS CONDITION OR BETTER, TO THE SATISFACTION OF THE CITY OF WATERBURY AND STATE OF CONNECTICUT.
8. ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT SPECIFICATIONS AND THE LOCAL MUNICIPALITY'S STANDARDS AND STATE DOT SPECIFICATIONS AS APPLICABLE FOR THE LOCATION OF THE WORK. WHERE SPECIFICATIONS OR STANDARDS ARE IN CONFLICT, THE MORE STRINGENT SPECIFICATION OR STANDARD SHALL BE SUPERIOR.
9. IF REQUIRED, ALL EXISTING AND PROPOSED FRAMES, RIMS, AND COVERS TO BE RAISED OR LOWERED FLUSH WITH FINAL GRADE AS NECESSARY.
10. SHOP DRAWINGS: THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR DESIGNATED MATERIALS AND STRUCTURES FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO THE SITE. ALLOW 14 WORKING DAYS FOR REVIEW.

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL CONSTRUCT ALL SEDIMENT AND EROSION CONTROLS IN ACCORDANCE WITH THE 2024 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, LATEST EDITION, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND AS DIRECTED BY CITY OF WATERBURY. THE CONTRACTOR SHALL KEEP A COPY OF THE CURRENT GUIDELINES ON-SITE FOR REFERENCE DURING CONSTRUCTION. ALL SEDIMENTATION AND EROSION CONTROL MEASURES, INCLUDING THE CONSTRUCTION OF TEMPORARY SEDIMENTATION TRAPS/BASINS, TEMPORARY DIVERSION SWALES AND ANTI-TRACKING PADS, SHALL BE INSTALLED PRIOR TO THE START OF CLEARING AND GRUBBING AND DEMOLITION OPERATIONS.
2. THE DRAWINGS ARE ONLY INTENDED TO DESCRIBE THE SEDIMENT AND EROSION CONTROL MEASURES FOR THIS SITE. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE EROSION & SEDIMENT CONTROL PLAN ARE SHOWN IN A GENERAL SIZE AND LOCATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL EROSION CONTROL MEASURES ARE CONFIGURED AND CONSTRUCTED IN A MANNER THAT WILL MINIMIZE EROSION OF SOILS AND PREVENT THE TRANSPORT OF SEDIMENTS AND OTHER POLLUTANTS TO STORM DRAINAGE SYSTEMS AND/OR WATERCOURSES. ACTUAL SITE CONDITIONS OR SEASONAL AND CLIMATIC CONDITIONS MAY WARRANT ADDITIONAL CONTROLS OR CONFIGURATIONS WHEN DIRECTED BY THE ENGINEER.SEE SEDIMENT AND EROSION CONTROL DETAILS AND SUGGESTED CONSTRUCTION SEQUENCE FOR MORE INFORMATION. REFER TO SITE PLAN FOR GENERAL INFORMATION AND OTHER CONTRACT PLANS FOR APPROPRIATE INFORMATION.
3. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE SEDIMENT AND EROSION CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE PROPER INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED WITH CONSTRUCTION ON THE SITE OF THE REQUIREMENTS AND OBJECTIVES OF THIS PLAN, INFORMING THE GOVERNING AUTHORITY OR INLAND WETLANDS AGENCY OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR CONVEYING A COPY OF THE SEDIMENT & EROSION CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED. COMPLY WITH REQUIREMENTS OF CGS SECTION 22A, 430B FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND WITH DEEP RECORD KEEPING AND INSPECTION REQUIREMENTS.
4. A BOND MAY BE REQUIRED TO BE POSTED WITH THE GOVERNING AUTHORITY FOR THE EROSION CONTROL INSTALLATION AND MAINTENANCE.
5. THE CONTRACTOR SHALL APPLY THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES SHOWN ON THE PLAN IN CONJUNCTION WITH CONSTRUCTION SEQUENCING, SUCH THAT ALL ACTIVE WORK ZONES ARE PROTECTED. ADDITIONAL AND/OR ALTERNATIVE SEDIMENT AND EROSION CONTROL MEASURES MAY BE INSTALLED DURING THE CONSTRUCTION PERIOD IF FOUND NECESSARY BY THE CONTRACTOR, OWNER, SITE ENGINEER, MUNICIPAL OFFICIALS, OR ANY GOVERNING AGENCY. THE CONTRACTOR SHALL CONTACT THE OWNER AND APPROPRIATE GOVERNING AGENCIES FOR APPROVAL IF ALTERNATIVE CONTROLS OTHER THAN THOSE SHOWN ON THE PLANS ARE PROPOSED BY THE CONTRACTOR.
6. THE CONTRACTOR SHALL TAKE EXTREME CARE DURING CONSTRUCTION SO AS NOT TO DISTURB SEDIMENTATION AND EROSION CONTROL MEASURES. THE CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROLS WEEKLY AND WITHIN 24 HOURS OF A STORM THAT CREATES A DISCHARGE TO VERIFY THAT THE CONTROLS ARE OPERATING PROPERLY AND MAKE REPAIRS WHERE NECESSARY.
7. THE CONTRACTOR SHALL KEEP A SUPPLY OF EROSION CONTROL MATERIAL (HAY BALES, SILT FENCE, EROSION CONTROL BLANKET, ETC.) ON-SITE FOR PERIODIC MAINTENANCE AND EMERGENCY REPAIRS.
8. PROTECT EXISTING TREES THAT ARE TO BE SAVED BY FENCING AT THE DRIP LINE, OR AS DETAILED, WITH SNOW FENCE, ORANGE SAFETY FENCE, OR EQUIVALENT FENCING. ANY LIMB TRIMMING SHOULD BE DONE AFTER CONSULTATION WITH AN ARBORIST AND BEFORE CONSTRUCTION BEGINS IN THAT AREA; FENCING SHALL BE MAINTAINED AND REPAIRED DURING CONSTRUCTION.
9. CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR CONSTRUCTION ACTIVITY AND SHALL BE MAINTAINED THROUGHOUT THE DURATION OF ALL CONSTRUCTION.
10. ALL CONSTRUCTION SHALL BE CONTAINED WITHIN THE LIMIT OF DISTURBANCE, WHICH SHALL BE MARKED WITH SILT FENCE, SAFETY FENCE, RIBBONS, OR OTHER MEANS PRIOR TO CLEARING. CONSTRUCTION ACTIVITY SHALL REMAIN ON THE UPHILL SIDE OF THE SEDIMENT BARRIER UNLESS WORK IS SPECIFICALLY CALLED FOR ON THE DOWNHILL SIDE OF THE BARRIER. STAKED HAY BALES OR SILT FENCES SHALL ALSO BE INSTALLED AT THE DOWNHILL SIDES OF BUILDING EXCAVATIONS, DEWATERING PUMP DISCHARGES, AND MATERIAL STOCKPILES.
11. INSTALL DEWATERING PITS AS NECESSARY DURING VARIOUS PHASES OF CONSTRUCTION TO CONTROL RUNOFF UNTIL UPHILL AREAS ARE STABILIZED. DEWATERING SETTLING TRAPS SHALL BE USED IF GROUND WATER IS ENCOUNTERED. NO RUNOFF SHALL BE ALLOWED TO EXIT THE SITE PRIOR TO TREATMENT FOR SEDIMENT REMOVAL.
12. PERIODICALLY CHECK ACCUMULATED SEDIMENT LEVELS IN SEDIMENT SILT SACKS DURING CONSTRUCTION AND CLEAN ACCUMULATED SILT WHEN NECESSARY OR WHEN ONE FOOT OF SEDIMENT HAS ACCUMULATED. CLEAN ACCUMULATED SEDIMENT FROM CATCH BASIN SUMPS AS NECESSARY.
13. TOPSOIL SHALL BE STRIPPED AND STOCKPILED FOR USE IN FINAL LANDSCAPING. ALL EARTH STOCKPILES SHALL HAVE HAY BALES OR SILT FENCE AROUND THE LIMIT OF PILE. PILES SHALL BE TEMPORARILY SEEDED IF PILE IS TO REMAIN IN PLACE AND UNDISTURBED FOR MORE THAN 14 DAYS.
14. NO CUT OR FILL SLOPES SHALL EXCEED 2:1 EXCEPT WHERE STABILIZED BY ROCK FACED EMBANKMENTS OR EROSION CONTROL BLANKETS, AND VEGETATION. ALL SLOPES SHALL BE SEEDED.
15. DIRECT ALL DEWATERING PUMP DISCHARGE TO A SEDIMENT CONTROL DEVICE SUCH AS TEMPORARY SEDIMENT TRAPS OR GRASS FILTERS WITHIN THE APPROVED LIMIT OF DISTURBANCE. DISCHARGE TO STORM DRAINS OR SURFACE WATERS FROM SEDIMENT CONTROLS SHALL BE CLEAR AND APPROVED BY THE ENGINEER.
16. THE CONTRACTOR SHALL MAINTAIN A CLEAN CONSTRUCTION SITE AND SHALL NOT ALLOW THE ACCUMULATION OF RUBBISH OR CONSTRUCTION DEBRIS ON THE SITE. PROPER SANITARY DEVICES SHALL BE MAINTAINED ON-SITE AT ALL TIMES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID THE SPILLAGE OF FUEL OR OTHER POLLUTANTS ON THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL APPLICABLE POLICIES AND REGULATIONS RELATED TO SPILL PREVENTION AND RESPONSE/CONTAINMENT.
17. COVERED METAL WASTE CONTAINERS SHALL BE PROVIDED AT THE SITE TO FACILITATE THE COLLECTION OF REFUSE MATERIAL GENERATED FROM CONSTRUCTION ACTIVITIES. SUCH MATERIAL SHALL NOT BE BURIED OR BURNED AT THE SITE.
18. MINIMIZE LAND DISTURBANCES. SEED AND MULCH DISTURBED AREAS WITH TEMPORARY MIX AS SOON AS PRACTICABLE (2 WEEK MAXIMUM UNSTABILIZED PERIOD) USING PERENNIAL RYEGRASS AT 40 LBS PER ACRE. MULCH ALL CUT AND FILL SLOPES AND SWALES WITH LOOSE HAY AT A RATE OF 2 TONS PER ACRE. IF NECESSARY, REPLACE LOOSE HAY ON SLOPES WITH EROSION CONTROL BLANKETS OR JUTE CLOTH. MODERATELY GRADED AREAS, ISLANDS, AND TEMPORARY CONSTRUCTION STAGING AREAS MAY BE HYDROSEEDED WITH TACKIFIER.
19. MAINTAIN EXISTING PAVED AREAS FOR CONSTRUCTION STAGING FOR AS LONG AS POSSIBLE. UPON REMOVAL OF ALL PAVEMENT, THE CONTRACTOR SHALL PLACE STONE OVER DISTURBED AREAS TO SERVE AS STAGING AREAS TO THE SATISFACTION OF THE ENGINEER.
20. SWEEP AFFECTED PORTIONS OF OFF SITE ROADS ONE OR MORE TIMES A DAY (OR LESS FREQUENTLY IF TRACKING IS NOT A PROBLEM) DURING CONSTRUCTION. FOR DUST CONTROL, PERIODICALLY MOISTEN EXPOSED SOIL SURFACES WITH WATER ON UNPAVED TRAVEL WAYS TO KEEP THE TRAVEL WAYS DAMP. DUMP TRUCK LOADS EXITING THE SITE SHALL BE COVERED.
21. TURF ESTABLISHMENT SHALL BE PERFORMED OVER ALL DISTURBED SOIL, UNLESS THE AREA IS UNDER ACTIVE CONSTRUCTION, IT IS COVERED IN STONE OR SCHEDULED FOR PAVING WITHIN 14 DAYS. TEMPORARY SEEDING OR NON-LIVING SOIL PROTECTION OF ALL EXPOSED SOILS AND SLOPES SHALL BE INITIATED WITHIN THE FIRST 7 DAYS OF SUSPENDING WORK IN AREAS TO BE LEFT LONGER THAN 14 DAYS.
22. MAINTAIN ALL PERMANENT AND TEMPORARY SEDIMENT CONTROL DEVICES IN EFFECTIVE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD. UPON COMPLETION OF WORK SWEEP PARKING LOTS, CLEAN THE STORM DRAINAGE SYSTEMS AND REMOVE ALL TEMPORARY SEDIMENT CONTROLS ONCE THE SITE IS FULLY STABILIZED AND APPROVAL HAS BEEN RECEIVED FROM CITY OF WATERBURY AND/OR ENGINEER.
23. REFER TO SHEET C-700 FOR SEDIMENT AND EROSION CONTROL NARRATIVE AND DETAILS.

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
		REVISIONS

FREEMAN COMPANIES
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WWW.FREEMANCOS.COM
(860)251-9550
FAX:(860)986-7161
ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERR

DEMOLITION LEGEND

- SAW CUT PAVEMENT
- REMOVE & DISPOSE (R&D) CURB OR FENCE
- REMOVE & DISPOSE (R&D) UTILITIES
- REMOVE & DISPOSE (R&D) PAVEMENT
- REMOVE & DISPOSE (R&D) STRUCTURE & FOUNDATION/BASE
- REMOVE & STOCKPILE (R&S) FEATURE, R&D FOUNDATION/BASE
- MILL PAVEMENT
- REMOVE & DISPOSE (R&D)

PINE STREET

N/F
CITY OF WATERBURY
77 WOODLAWN TERRACE
VOL 211 / PG 537

FENCE GATE TO REMAIN

APPROXIMATE LOCATION OF BURIED CONCRETE SIDEWALK. SIDEWALK TO BE EXPOSED AND REMOVED

Doorsill = 460.45
Double Door

FORMER TREE WELL TO BE REMOVED

SAWCUT (TYP)

CONC. APRON TO BE REMOVEDS

CONC. APRON

EXISTING PAVEMENT TO RECLAIMED
EXCESS MATERIAL TO BE REMOVED
TO MEET EXISTING GRADE AFTER
PAVING

PLAYSCAPE TO BE PROTECTED

EXISTING CATCH BASINS
TO BE REMOVED

EXISTING DUMPSTER TO BE RELOCATED

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

GRAPHIC SCALE
10 5 0 10
SCALE IN FEET

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
REVISIONS		

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DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	1" = 10'
PROJECT NO.:	2025-0111
DATE:	05/25/2025
CAD FILE:	2025-0111 DEMO

TITLE:
SITE DEMOLITION PLAN

SHEET NUMBER:
C-2.01

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SITE LAYOUT LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- LOD — LOD — LIMIT OF DISTURBANCE
- SETBACK LINE
- PROPOSED CURB
- DECORATIVE FENCE
- METAL FENCE
- SAWCUT
- BIT. CONC PAVEMENT

PINE STREET

N/F
CITY OF WATERBURY
77 WOODLAWN TERRACE
VOL 211 / PG 537

TWN" 10

CLP #F1193

BOLLARD (TYP OF 8)

FENCE GATES

DOOR LOCATION

61±

18' (TYP.)

9' (TYP.)

8

LIMIT OF MILL AND OVERLAY

PROPOSED FENCE
(INSTALL FENCE
FOLLOWING OVERLAY)

24'

NEW BITUMINOUS
CONCRETE OVER
RECLAIMED BASE

RECONSTRUCT DRIVEWAY APRON
(APRON TO CONFORM WITH CITY
STANDARDS)

SAWCUT SIDEWALK AT CLOSEST JOINT.
MATCH LINE AND GRADE OF EXISTING
PARKING, ROADWAY AND SIDEWALKS

4

16'

NEW BITUMINOUS
CONCRETE OVER
RECLAIMED BASE

AREA WITHIN FENCE TO BE
DESIGNATED AS OUTSIDE
PLAY AREA

EXISTING PLANTERS

SAWCUT LINE (TYP.)

25'

8' COMPACT SPACE

8' COMPACT SPACE

EXISTING
PLAYSCAPE
AREA

EXISTING PLANTERS

8

MERE STONE W DH

NEW CATCH BASIN

EXISTING
DUMPSTER
LOCATION

RESTRIPE PARKING

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

GRAPHIC SCALE
10 5 0 10
SCALE IN FEET

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
		REVISIONS

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ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	1" = 10'
PROJECT NO.:	2025-0111
DATE:	05/25/2025
CAD FILE:	2025-0111 SITE LAYOUT

TITLE:
SITE LAYOUT PLAN

SHEET NUMBER:
C-3.01

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GRADING AND EROSION LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE LINE
- EXISTING DRAINAGE LINE
- YARD DRAIN
- AREA DRAIN
- CATCH BASIN TYPE CL
- CATCH BASIN TYPE C
- CATCH BASIN TYPE CL - DOUBLE
- DIRECTION OF SURFACE FLOW
- ACCESSIBLE ENTRANCE/FLUSH
- SILT FENCE
- SILT SACK
- ANTI-TRACKING PAD

PINE STREET

EXISTING DOOR
SILL EL = 460.45

MEET LINE AND GRADE OF EXISTING
ROADWAY AND SIDEWALK

ANTI TRACKING PAD
DURING INITIAL PHASES
OF WORK

REPLACING EXISTING DRAINS W/ NEW DRAIN
STRUCTURE WITH SUMP

CONTRACTOR TO VERIFY AND MATCH EXISTING INVERT

SILT FENCE

MEET LINE AND GRADE OF CONCRETE
AT BUILDING ENTRANCE AND STAIRS

PAVE FLUSH AGAINST EDGE
OF PLAYSCAPE AREA

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

GRAPHIC SCALE
10 5 0 10
SCALE IN FEET

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	REVISIONS DESCRIPTION

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DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

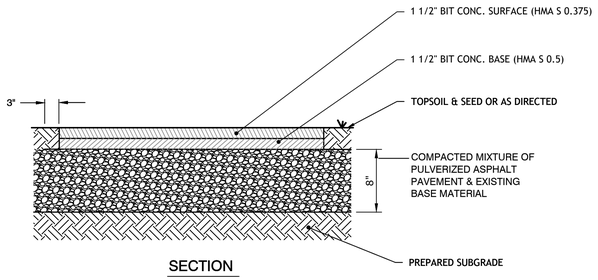
DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	1" = 10'
PROJECT NO.:	2025-0111
DATE:	05/25/2025
CAD FILE:	2025-0111 GRADING AND EI

TITLE:
SITE GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C-4.01

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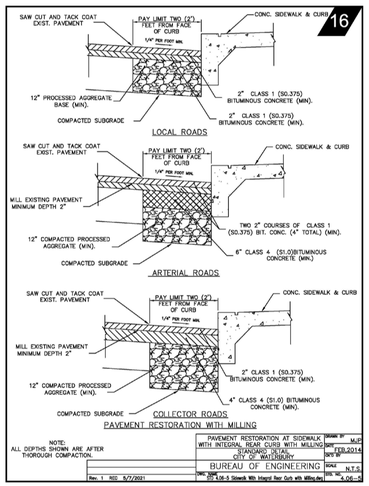
SECTION

NOTES:

1. THE CONTRACTOR SHALL REVIEW RECLAIMED MATERIAL AND NOTIFY THE ENGINEER IF THERE ARE ANY ISSUES OR DISCREPANCIES IN EXISTING MATERIAL.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE EXISTING PAVEMENT LAYER HAS INSUFFICIENT DEPTH AND/OR UNSUITABLE SOILS ARE PRESENT.
3. NOTIFY THE ENGINEER IF OBSTRUCTIONS OR UNIDENTIFIED OBJECTS ARE ENCOUNTERED DURING RECLAMATION.
4. RECLAMATION SHALL BE COMPLETED DURING DRY WEATHER CONDITIONS.

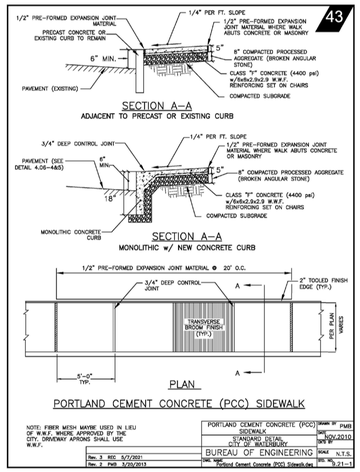
BITUMINOUS PAVEMENT RECLAMATION

N.T.S.



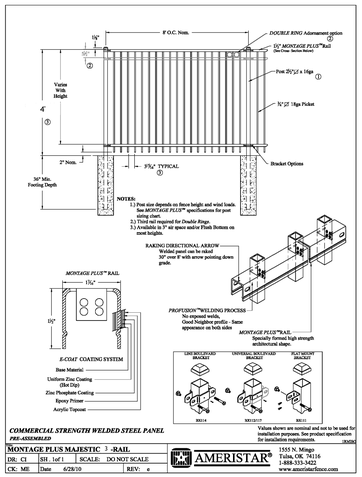
PAVEMENT RESTORATION WITH MILLING

N.T.S.



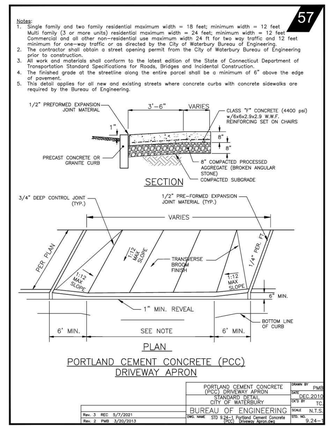
PORTLAND CEMENT CONCRETE SIDEWALK

N.T.S.



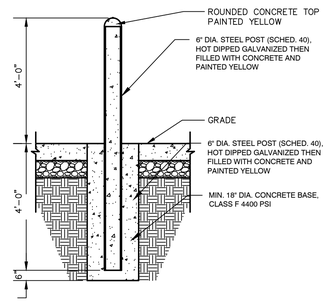
4' METAL FENCE

N.T.S.



PORTLAND CEMENT CONCRETE DRIVEWAY APRON

N.T.S.



BOLLARD DETAIL

N.T.S.

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
		REVISIONS

FREEMAN COMPANIES
LAND DEVELOPMENT · ENGINEERING DESIGN · CONSTRUCTION SERVICES
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ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	NTS
PROJECT NO.:	2025-0111
DATE:	06/18/2025
CAD FILE:	2025-0111 DETAILS

TITLE:
SITE DETAILS

SHEET NUMBER:
C-5.01

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EROSION AND SEDIMENT CONTROL NARRATIVE FOR:
DRIGGS ELEMENTARY SCHOOL PAVEMENT RESTORATION
WATERBURY, CONNECTICUT

I. INTRODUCTION

THE EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED AS PART OF THE CONSTRUCTION PLANS FOR THE PROPOSED DRIGGS AND WASHINGTON SCHOOLS PAVEMENT RESTORATION LOCATED AT 77 WOODLAWN TERRACE, WATERBURY, CONNECTICUT. INFORMATION RELATING TO SEDIMENTATION AND EROSION CONTROL IS INCLUDED IN THESE DRAWINGS. ALL SEDIMENTATION AND EROSION CONTROL ACTIVITIES SHALL BE IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN PREPARED FOR THIS PROJECT.

II. NARRATIVE

A. DESCRIPTION OF DEVELOPMENT

THE PROJECT SITE IS BOUND BY PINE STREET, IRVING STREET, WOODLAWN TERRACE, AND A RESIDENTIAL DISTRICT. THE PROJECT PROPOSES THE MINOR RECONFIGURATION OF THE EXISTING PARKING LOT WHILE PRESERVING THE DRAINAGE CONFIGURATION AND PLAYGROUND AREAS.

B. CONSTRUCTION AND GRADING SCHEDULE

1. GENERAL

A. THE FOLLOWING SCHEDULE IS TO SERVE AS A GENERAL GUIDE TO THE SEQUENCE OF CONSTRUCTION ACTIVITIES FOR SEDIMENT AND EROSION CONTROL MEASURES. IT IS NOT INTENDED TO TAKE THE PLACE OF THE CONTRACTOR'S RESPONSIBILITY FOR DETAILED SCHEDULING OF ALL CONSTRUCTION ACTIVITIES. HOWEVER, THE SCHEDULE WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS AND NO SUBSTANTIAL DEVIATION FROM THIS SCHEDULE SHALL OCCUR WITHOUT PRIOR APPROVAL OF THE CONSTRUCTION MANAGER.

2. CONSTRUCTION SEQUENCE

THERE ARE THREE MAJOR PHASES OF CONSTRUCTION. EACH PHASE WILL INCLUDE THE INSTALLATION OF EROSION AND SEDIMENT (E&S) CONTROLS WHICH WILL NEED TO BE ADJUSTED AS THE PHASE EVOLVES AND AS DIRECTED BY THE ENGINEER. THE E&S CONTROLS WILL NEED TO BE INSPECTED DURING THE START OF EACH PHASE AND ADJUSTED OR REPLACED AS NEEDED. THE FOLLOWING ARE THE PROJECT PHASES;
1. DEMOLITION (SITE PREP)
2. MAJOR EARTHWORK AND UTILITY PHASE
3. SITE IMPROVEMENTS PHASE

A. EROSION AND SEDIMENT CONTROL

(1.) SILT FENCE AND SILT SACKS AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER.
(2.) INSTALL TEMPORARY SEDIMENT TRAPS AS NEEDED TO CONTROL STORMWATER BEFORE DISCHARGING TO EXISTING OR PROPOSED DRAINAGE STRUCTURES.

B. SITE EXCAVATION AND GRADING

(1.)STRIP AND STOCK TOPSOIL. INSTALL HAY BALES AND SILT FENCE AROUND STOCKPILE AS REQUIRED.
(2.)RELOCATE OR INSTALL ADDITIONAL SILT FENCE OR HAY BALES TO FULLY ENCLOSE AND CONTROL ALL WORK AREAS AS DIRECTED BY THE ENGINEER.
(3.)AS EXCAVATION PROGRESSES, PROVIDE TEMPORARY CHANNELS OR BERMS AS NECESSARY TO DIRECT SITE RUNOFF TO THE PROPOSED OR EXISTING DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER AND/OR OWNER.
(4.)THE CONTRACTOR SHALL STOCKPILE ALL EXCESS EXCAVATED MATERIAL AT LOCATIONS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER. SILT FENCE SHALL BE PLACED AROUND THE PERIMETER OF ALL STOCKPILES. EXCESS MATERIAL WHICH WILL NOT BE REUSED SHALL BE TAKEN OFFSITE IMMEDIATELY.
(5.)REPLACE CLOGGED SEDIMENTATION CONTROL BALES AS REQUIRED AND CLEAN SEDIMENT FROM BASINS WHEN ACCUMULATION SEDIMENT EXCEEDS 8" IN DEPTH.

C. STORM DRAINAGE STRUCTURES
(1.)AS SOON AS POSSIBLE CONSTRUCT STORM DRAINAGE SYSTEMS ON-SITE AND/OR SILT FENCE AROUND ALL INLETS TO PREVENT SEDIMENT FROM ENTERING NEWLY CONSTRUCTED OR EXISTING DRAINAGE SYSTEMS.
(2.)FOLLOWING CONSTRUCTION OF CATCH BASINS AND OTHER INLETS, PROVIDE HAY BALES AND SILT SACKS.

D. ROUGH GRADING AND PAVING

SEDIMENT AND EROSION CONTROLS WITHIN THE PAVED AREAS SHALL BE LEFT IN PLACE UNTIL IMMEDIATELY BEFORE PAVING. MEASURES OUTSIDE OF THE PAVED AREA SHALL REMAIN UNTIL A STABLE VEGETATIVE GROWTH HAS BEEN ESTABLISHED ON ALL SLOPES OR UNTIL DIRECTED BY THE ENGINEER.

E. FINAL ITEMS

CLEAN ALL CATCH BASINS AND STORM MANHOLES OF ALL ACCUMULATED SEDIMENT AS DIRECTED BY THE ENGINEER.

3. CONTINGENCY PLANS FOR FAILED EROSION AND SEDIMENTATION CONTROL MEASURES

FAILED EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE EVALUATED ON A CASE BY CASE BASIS BY THE ENGINEER AND APPROPRIATE MEASURES TAKEN. THESE MEASURES MAY INCLUDE CLEANING AND/OR REPLACEMENT OF DEFECTIVE FACILITIES OR INSTALLATION OF NEW OR SUPPLEMENTAL FACILITIES.

C. DESIGN CRITERIA

THE FOLLOWING DESIGN REFERENCES WERE FOLLOWED FOR THE PREPARATION OF STORM DRAINAGE DESIGN AND EROSION AND SEDIMENT CONTROL PLANS:

1. CONNECTICUT DOT DRAINAGE MANUAL
2. SCS GUIDELINE FOR SOIL EROSION AND SEDIMENT CONTROL

SEDIMENTATION CONTROL BALES HAVE BEEN DESIGNED IN ACCORDANCE WITH CHAPTER 7, SECTION F OF THE CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL

D. CONSTRUCTION DETAILS

CONSTRUCTION DETAILS FOR THE PROPOSED PROJECT ARE PRESENTED ON THE DETAIL SHEETS.

E. INSTALLATION PROCEDURES

THE INSTALLATION PROCEDURES FOR STORMWATER MANAGEMENT FACILITIES AND EROSION AND SEDIMENTATION CONTROL MEASURES ARE PRESENTED IN THE PROJECTS TECHNICAL SPECIFICATIONS FOR DRAINAGE; EXCAVATION, FILLING AND GRADING; AND SEDIMENTATION AND EROSION CONTROL. ADDITIONAL INSTALLATION PROCEDURES ARE SHOWN ON THE CONSTRUCTION DETAILS BOTH VISUALLY AND BY USE OF CONSTRUCTION NOTES.

F. OPERATION AND MAINTENANCE

1. DURING CONSTRUCTION

BEST MANAGEMENT PRACTICES, SHALL BE UTILIZED TO CONTROL STORM WATER DISCHARGES AND TO PREVENT EROSION AND SEDIMENTATION AND TO OTHERWISE PREVENT POLLUTION OF WETLANDS OR WATERCOURSES. FOR INFORMATION AND TECHNICAL ASSISTANCE, CONTACT THE CITY ENGINEER. THE PERMITTEE SHALL IMMEDIATELY INFORM THE ENGINEERING DEPARTMENT OF ANY PROBLEMS INVOLVING WETLANDS OR WATERCOURSES WHICH HAVE DEVELOPED IN THE COURSE OF, OR WHICH ARE CAUSED BY, THE AUTHORIZED WORK.

NO EQUIPMENT OR MATERIAL INCLUDING WITHOUT LIMITATION, FILL, CONSTRUCTION MATERIALS, OR DEBRIS, SHALL BE DEPOSITED, PLACED, OR STORED IN ANY WETLAND OR WATERCOURSE ON OR OFF SITE. TIMELY IMPLEMENTATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES ARE REQUIRED. ALL SEDIMENT AND EROSION CONTROL MEASURES MUST BE MAINTAINED UNTIL ALL DISTURBED AREAS ARE STABILIZED.

A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES ON THE SITE WITH THE CONTRACTOR, AND CITY STAFF.

AS CONTAINED IN THE SEDIMENTATION AND EROSION CONTROL SPECIFICATIONS, OPERATIONS AND MAINTENANCE DURING CONSTRUCTION WILL CONSIST OF PERIODIC REPLACEMENT AND/OR CLEANING OF CLOGGED HAY BALES, SILT FENCE AND CONSTRUCTION ENTRANCE AT NO ADDITIONAL COST TO THE OWNER. ANY TEMPORARY SEDIMENTATION BASINS WILL BE CLEANED OF ACCUMULATED SEDIMENT WHEN THE DEPTH OF ACCUMULATED SEDIMENT EXCEEDS 8". ALL DRAINAGE STRUCTURES SHALL BE INSPECTED ON DAILY BASIS AND ANY NECESSARY CORRECTIVE ACTION TAKEN.

EROSION AND SEDIMENT CONTROL NARRATIVE

N.T.S.

NOTES

1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.

2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER.

LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAINS, OR OTHER SENSITIVE RESOURCE. THE FLOOD CONTINGENCY PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.

SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.

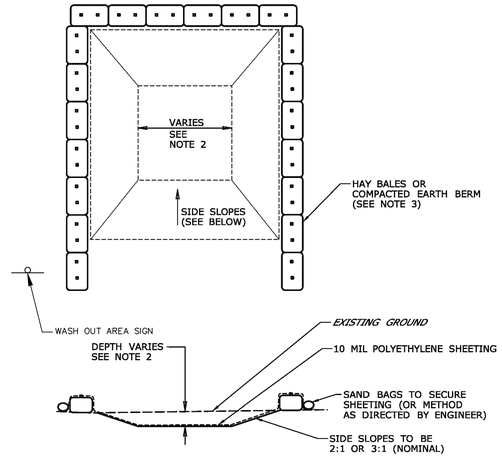
3. SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, HAY BALES OR OTHER CONTROL MEASURES, AS APPROVED BY THE ENGINEER, SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT.

4. SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREA(S) AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS. WASHOUT AREA(S) SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.

5. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TEARS, OR OVERFLOWS. (AS REQUIRED BY THE CONSTRUCTION SITE ENVIRONMENTAL INSPECTION REPORT) WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAINS.

6. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. THE WASTE CAN BE STORED AT AN UPLAND LOCATION, AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND GUIDELINES.

7. PAYMENT FOR THIS ITEM IS TO BE INCLUDED UNDER THE GENERAL COST OF THE WORK FOR THE PROJECT, INCLUDING SITE RESTORATION.

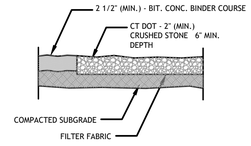


CONCRETE WASHOUT AREA

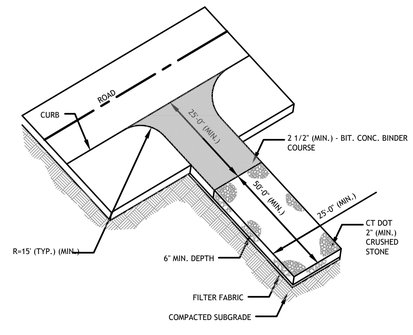
NOT TO SCALE
(SEE NOTE 2)

CONCRETE WASHOUT

N.T.S.



SECTION

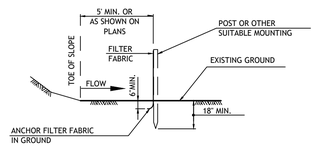


NOTE: LOCATION TO BE DETERMINED IN THE FIELD BY THE CONSTRUCTION MANAGER

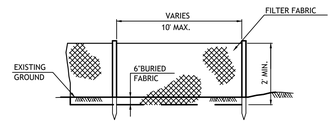
PLAN

CONSTRUCTION ENTRANCE

N.T.S.



SECTION

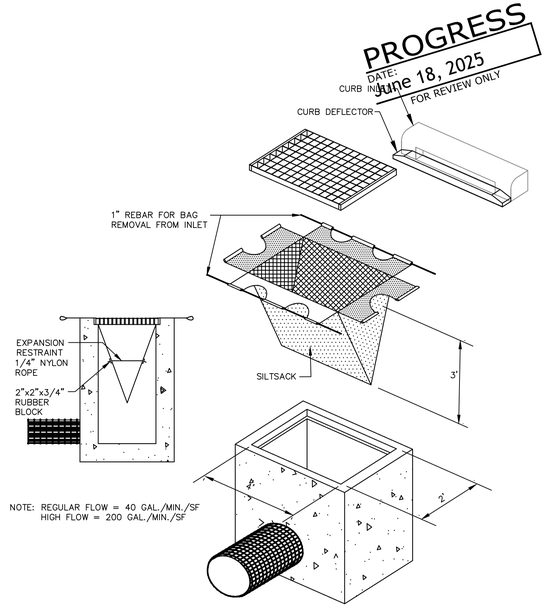


ELEVATION

SILT FENCE

N.T.S.

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY



SILT SACK

N.T.S.

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
		REVISIONS

FREEMAN COMPANIES
LAND DEVELOPMENT · ENGINEERING DESIGN · CONSTRUCTION SERVICES
36 JOHN STREET, HARTFORD, CT 06106
WWW.FREEMANCOS.COM
(860)525-9550
FAX:(860)986-7161

ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS
77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	NTS
PROJECT NO.:	2025-0111
DATE:	06/18/2025
CAD FILE:	2025-0111 DETAILS

TITLE:
SOIL EROSION & SEDIMENT CONTROL DETAILS

SHEET NUMBER:
C-5.02

Freeman Companies, LLC. R:\2025\2025-0111 Driggs and Washington Schools\DWG\2025-0111 DETAILS.dwg September 9, 2021 8:39 PM Plotter.ctb Plotted By: twallace

THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-3459

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number:
Project Town: Waterbury
State#:
FAP#:
Project: Driggs Elementary School: Paving

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
2b) Divers Effluent	67.52	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
03b) Carpenter-Welder	42.53	29.19
03c) Carpenter: Working with creosote lumber or acid	43.03	29.19

As of: April 15, 2026

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	59.7	26.65
4a) Painters: Brush and Roller	39.57	26.50
4b) Painters: Spray	42.57	26.50
4bc) Painters: Spray Helper	40.57	26.50
4c) Painters: Steel Only	41.57	26.50
4d) Painters: Blast	44.57	26.50
4de) Painter: Blast Helper	40.57	26.50
4e) Painters: Tanks, Tower and Swingstage etc.	41.57	26.50
4f) Elevated Tanks (60 feet and above)	48.57	26.50
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	47.4	35.32+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	50.58	36.30
----LABORERS---- -		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

As of: April 15, 2026

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

As of: April 15, 2026

----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
15) Form Erectors	38.59	30.47 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
18) Miners	39.23	30.47 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	45.72	30.47 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
----TRUCK DRIVERS----(*see note below)		
Block Truck	39.98	33.00 + a

2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	51.89	30.95 + a

As of: April 15, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

As of: April 15, 2026

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

As of: April 15, 2026

27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85
----COMMUNICATION----		
Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
----DREDGING----		
Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

As of: April 15, 2026

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

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

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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

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

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

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

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

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

As of: April 15, 2026

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of Amendment One (1) to the Professional Services Agreement with Math Concepts, Inc., to provide Math Teacher Training.

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

To: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

From: Nicholas J. Albini, Chief Operating Officer

Date: June 1, 2026

Re: Amendment #1 to the Professional Services Agreement for Math Teacher Training with Math Concepts, Incorporated

---

The Department of Education has a fully executed agreement with Math Concepts, Incorporated (Math Concepts) which provided consulting and coaching for teachers and administrators in support of math instruction at Crosby and Wilby High Schools, in the total amount of $143,100 for the 2025-2026 school year. This agreement was initiated under a sole source proposal from Math Concepts dated September 16, 2025. Both schools have previously worked with the provider for the past three years with notable success.

Math Concepts has provided expert consulting and coaching for high school math teachers, administrators and coaches, to support the ongoing work with the Commissioner's Network and related school-based initiatives. Professional learning will focus on:

- Developing math teachers' daily instructional practice aligned with District goals and goals developed between teachers, administrator and consultant;
- Curricular design, development, planning, and implementation; and
- Supporting school leaders in strategies and protocols around improving instructional practice.

Original contract funding is provided through the Crosby and Wilby Commissioner's Network allocations.

For Amendment #1, the Education Department respectfully requests to extend the existing contract for one additional year terminating on June 30, 2027 and to provide for an additional $110,000 in compensation for Crosby High School only. Contract funding is provided through the Crosby Commissioner's Network allocations. All other contract terms remain unchanged.

The Education Department will have a representative available at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

c: Chief Financial Officer, Chief Academic Officer

AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
for
Math Teacher Training
between
The City of Waterbury, Connecticut
and
Math Concepts, Inc.

THIS AMENDMENT ("Amendment No. 1"), 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 **MATH CONCEPTS, INC.** a duly registered foreign corporation, with a principal place of business located at 24 N Manheim Blvd, New Paltz, NY, 12561 (the "Consultant").

WHEREAS, the parties entered into an agreement, effective October 22, 2025, which provides for a term of one year and compensation in the amount of $143,100, for the provision of math coaching and consultation services for math teachers at Crosby and Wilby High Schools (the "Agreement"); and

WHEREAS, the parties, pursuant to Paragraph 21 of the Agreement wish to extend the Agreement to June 30, 2027, thereby extending the Contract by one (1) year, and to provide for an additional $143,100 in compensation;

NOW THEREFORE, in consideration of the mutual promises and covenants and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

5. Contract Time. The term of this Agreement shall commence upon execution by the Mayor and terminate on June 30, 2027.

2. **Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:**

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **TWO HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($253,100.00)** for the entire term of this Agreement. The parties agree that the fee payable to Consultant for the period of October 22, 2025 – June 30, 2026 shall be in accordance with Consultant's cost proposal dated September 16, 2025. The parties further agree that the fee payable to Consultant for the period of July 1, 2026 – June 30, 2027 will be in accordance with Consultant's revised cost proposal dated April 9, 2026, attached hereto and as follows:

6.1.1. 2025-2026 School Year.....$143,100.00

6.1.2. 2026-2027 School Year.....$110,000.00

6.1.3. Total.....$253,100.00

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated October 22, 2025, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS:

CITY OF WATERBURY

_____

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

_____

Date: _____

WITNESS:

MATH CONCEPTS, INC.

_____

By: _____
Name:
Its:

_____

Date: _____

Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

April 9, 2026
Attn: Michael Veronneau, Principal, Crosby High School
Waterbury CT Public Schools

Description of Services & Fees

Services	Fees
Mike Stevens (Math Concepts Inc.) will provide expert consulting and coaching for High School math teachers, administrators, and coaches, to support the ongoing work with the Commissioner's Network and ongoing school-based initiatives. Professional learning will focus on: • Developing math teachers' daily instructional practice as defined by district goals and goals developed between teachers, administrators, and consultant • Developing classroom discourse in math classrooms and implementing teaching strategies and student practices aligned with *Building Thinking Classrooms* • Curricular design, development, planning, and implementation • Supporting school leaders in strategies and protocols around improving instructional practice Day rate for 2026/27 school year (includes all travel and material expenses)	$2,750
Math Concepts Inc. will deliver 40 days of in-person consulting at Crosby HS during the 2026-27 school year. (Dates TBD)	
Total Fees:	**$110,000**

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Memorandum of Understanding, at no cost and for a three-year period, with New Opportunities Foster Grandparent Program, to provide volunteer service to Waterbury Public Schools.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

Sandra Romero
Family Community Engagement Manager
(203) 346-3520
sandra.romero@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Aldermen

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: May 28 2026

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests approval to enter into an agreement with New Opportunities – AmeriCorps Seniors Foster Grandparent Program.

The AmeriCorps Seniors Foster Grandparent Program provides volunteer opportunities for eligible older adults to serve as role models, mentors, and friends to children with special or exceptional needs, as well as children facing circumstances that may limit their academic, social, or emotional development.

Through this partnership, Foster Grandparent volunteers will support students by providing individualized attention, encouragement, and positive relationships that contribute to student success and overall well-being.

These services provide meaningful support to students and schools while strengthening community engagement throughout the district.

With your approval, Waterbury Public Schools would like to move forward with finalizing the agreement with New Opportunities – AmeriCorps Seniors Foster Grandparent Program.

Sincerely,
Sandra Romero, MSW
Family and Community Engagement Manager

NEW OPPORTUNITIES, INC.

Building Relationships to End Poverty

FOSTER GRANDPARENT PROGRAM

232 N. Elm Street, 3rd Floor, Waterbury, CT 06702

Tel: 203-575-4220 Fax: 203-575-4318

AmeriCorps Seniors

MEMORANDUM OF UNDERSTANDING

New Opportunities Foster Grandparent Program
&
Waterbury Public Schools
236 Grand Street, Waterbury, CT 06702

It is agreed that the attached Basic Provisions of this Memorandum of Understanding will guide the working relationship between both parties stated above, and that:

The **New Opportunities FGP** representative who will serve as liaison with **Waterbury Public Schools** is:

Name: Nelson Villanueva Martinez *Title:* FGP Director *Telephone:* 203-575-4220 *Email: nvillanueva-martinez@NewOppInc.org*

The **Waterbury Public Schools** representative who will serve as liaison with **New Opportunities FGP** is:

Name: Sandra Romero *Title: Family and Community Engagement Manager Telephone: 203 346-3511 Email: Sandra.Romero@waterbury.k12.ct.us*

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed at least every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

Signatures. By signing this MOU, the City of Waterbury ("City or Volunteer Station") certifies that it is a Governmental Agency and meets the requirements necessary to be an AmeriCorps Seniors Foster Grandparent Station. This MOU will be in effect from the date of execution by the Mayor of Waterbury through **July 31, 2029.**

	Paul K. Pernerewski, Jr, Mayor	
City of Waterbury	Printed Name	*Date*
	Omar Andujar Acting P*resident/CEO*	
New Opportunities, Inc.	*Printed Name*	*Date*

Please complete information for each school on Page 5

MEMORANDUM OF UNDERSTANDING BASIC PROVISIONS

Since 1965, the AmeriCorps Seniors Foster Grandparent Program has offered volunteer opportunities for eligible adults to serve as role models, mentors, and friends to children with special and exceptional needs, or who are in circumstances that limit their academic, social, or emotional development.

AmeriCorps Senior FGP volunteers must be age 55 or older, be available to serve from 5 to 40 hours a week, and meet established income eligibility guidelines in order to receive an hourly stipend. Potential volunteers must also submit to criminal record investigations, fingerprinting, and other background checks and/or medical releases as applicable.

FGP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.

New Opportunities, Inc. Foster Grandparent Program will:

1. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
2. Conduct and document a criminal history check for all volunteers in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
3. Refer volunteers to the Station. Permit and encourage the Volunteer Station to screen volunteers pursuant to established criteria of Volunteer Station.
4. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
6. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
7. In cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
    - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors FGP.
    - Cooperate in a review of FGP services if requested.
8. Arrange for an annual FGP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
9. Reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors FGP policies and availability of funds.
10. Arrange with the Station for meals and/or snacks, whenever possible, for volunteers on assignment.
11. Provide photo identification for volunteers if not provided by the Station.
12. Arrange for physical exams or completion of medical release forms if applicable.
13. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
14. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.

The Volunteer Station will:

1. Assign children with designated special or exceptional needs to each volunteer.
2. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
3. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
4. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.

5. Furnish volunteers with materials required for assignment. These materials may include a station uniform and/or photo I.D. Please note that FGP volunteers are issued a red "Foster Grandparent" vest.
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving FGP volunteers immediately to New Opportunities, Inc. Foster Grandparent Program. All reports shall be submitted in writing within 48 hours of the incident.
8. Specify, either by written information or verbally, that FGP volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Plans and Reports:**
   - Child Assignment Plan: The Station staff will complete a Child Assignment Plan (template provided by the sponsor) for each volunteer and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served (an anonymous identifier is acceptable), the need(s) of each identified child, and the role and activities of the volunteer. This plan is to be developed for use by and for the benefit of the volunteer, and to show the impact of the assignment.
   - Timesheets**:** Report volunteer hours on a monthly basis on or before 5th of the following month (Insurance coverage is only effective with verified records of hours served.)
   - Progress Reports: Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FGP documenting the impacts of services provided by volunteers.
   - Volunteer Performance Evaluations: For each assigned volunteer, Stations are required to complete an annual performance evaluation using the template provided by the sponsor.
10. AmeriCorps Seniors FGP must meet a local match of 10% through in-kind and/or cash contributions. Please complete the Pledge amounts below and ensure that the value of the meals, other in-kind donations, and/or cash contributions are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

In-Kind Donations (per volunteer):

Value of a daily meal: $ 5.75

Value of a daily snack: $ 2.10

Other Provisions

1. **Separation from Volunteer Service**: The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the FGP at any time. The FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities**: While the AmeriCorps Seniors volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the station nor FGP will request or receive compensation from the beneficiaries of FGP volunteers. Volunteers will not receive a fee for service from beneficiaries, family members or their legal guardian.
5. **Accessibility and Reasonable Accommodation**: The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.

7. **Termination of MOU**: This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three years by the Parties.

8. **City of Waterbury Required Provisions**:

City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU 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"].

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

- 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.
- 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.
- 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.

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this MOU 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.

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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 MOU.

Insurance: RSVP agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. RSVP shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below 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."

1.1. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and $2,000,000.00 Products and completed operations aggregate.

1.2. Automobile Liability Insurance in the amount of $1,000,000.00 combined single limit each accident for any auto, all owned and hired autos.

1.3. Worker's Compensation Insurance at statutory limits for 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 limits.

1.4. Excess/Umbrella Liability Insurance in the amount of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

1.5 Abuse/Molestation Liability Insurance in the amount of $1,000,000.00 each occurrence, and $1,000,000.00 aggregate.

Please complete for each school:

School Information / Volunteer Supervisor authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

Authorized Volunteer Supervisor Signature/Title	*School Name / Address*

Email	*Telephone*	*Date*

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\New Opportunities, Inc. - MOU Foster Grandparent Program CRT21-453\Final Documents\Final for Submission to BOE.docx

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Memorandum of Understanding, at no cost and for a three-year period, with New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP), to provide volunteer service to Waterbury Public Schools.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

Sandra Romero
Family Community Engagement Manager
(203) 346-3520
sandra.romero@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Aldermen

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: May 28 2026

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests approval to enter into an agreement with New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP).

AmeriCorps Seniors is an independent federal grant-making agency whose mission is to engage Americans age 55 and older in volunteer service to address critical community needs.

Through the Retired & Senior Volunteer Program, eligible older adults provide valuable volunteer services that support schools, students, and the broader community. Volunteers contribute their time, experience, and skills in ways that strengthen student support and enhance community engagement throughout the district.

These services provide meaningful support to Waterbury Public Schools at no cost to the district.

With your approval, Waterbury Public Schools would like to move forward with finalizing the agreement with New Opportunities, Inc. Retired & Senior Volunteer Program.

Sincerely,
Sandra Romero, MSW
Family and Community Engagement Manager

NEW OPPORTUNITIES, INC.

Building Relationships to End Poverty

New Opportunities RSVP Offices:
232 North Elm Street, Waterbury, CT 06702
203.575.4245 ~ 203.575.4318 (fax)
62 Commercial Blvd., Torrington, CT 06790
860.482.9749 Ext. 617

MEMORANDUM OF UNDERSTANDING

New Opportunities Inc. Retired & Senior Volunteer Program (RSVP)
&
City of Waterbury, Waterbury Public Schools
236 Grand St, Waterbury, CT 06702.

This Memorandum of Understanding (MOU) contains Basic Provisions which will guide the working relationship between both parties stated above, and that.

The **New Opportunities RSVP** representative who will serve as liaison with **Waterbury Public Schools** is**:** Natlee Griffiths, Director of Retired & Senior Volunteer Program. 203-575-4245: ngriffiths@newoppinc.org and Karen Stevens, America Reads with RSVP Volunteer Coordinator: 860-482-9749 Ext. 617 kstevens@newoppinc.org.

The **Waterbury Public School** representative who will serve as liaison with **New Opportunities RSVP** is: Name: Sandra Romero Title: Family and Community Engagement Manager
Telephone: 203-346-3511 Email: Sandra.Romero@waterbury.k12.ct.us

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

Signatures. By signing this MOU, the Volunteer Station, through its authorized representative, self-certifies that it is a Public or Private Non-Profit, Proprietary Health Care Agency, or Governmental Agency, and meets the requirements necessary to be an AmeriCorps Seniors RSVP Station. This MOU will be in effect, upon dated signatures of the Station's Representative and the New Opportunities Inc. RSVP representative,
from August 1, 2026 through June 30, 2029.

Paul K. Pernerewski, Jr, Mayor		
City of Waterbury Signature	*Signature*	*Date*
Omar Andujar		
Acting President/CEO	*Signature*	*Date*

*** Please complete information for each school on page 6 ***

MEMORANDOM OF UNDERSTANDING BASIC PROVISIONS

AmeriCorps Seniors is an independent, federal grant-making government agency whose mission is to engage Americans 55 years and older in volunteer service to meet critical community needs. RSVP volunteers submit to a background check. RSVP is sponsored locally by New Opportunities, Inc.

RSVP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.

New Opportunities, Inc. RSVP will:

1. Recruit, interview, select, and enroll volunteers age 55 or older in the program who meet the criteria in the AmeriCorps Seniors RSVP Federal Regulations.
2. Conduct and document a Criminal History check and National Sex Offender Registry check for all volunteers.
3. Refer volunteers to the station for orientation and on-site training. Permit and encourage the volunteer station to screen volunteers pursuant to established criteria of volunteer station.
4. Conduct pre-service RSVP orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of timesheets and the AmeriCorps Seniors RSVP procedures.
6. Furnish the volunteer station with all forms necessary to provide RSVP with documentation of monthly volunteer activities and hours served. The monthly volunteer report form will be updated as necessary to reflect the addition or deletion of individual volunteers.
7. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors RSVP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
8. If necessary, and in cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
    - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors RSVP.
    - Cooperate in a review of RSVP services if requested.
9. Arrange for an annual RSVP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
10. If applicable, reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors RSVP policies and availability of funds.
11. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
12. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.
13. Provide IDs for volunteers if not provided by the stations.

The Volunteer Station will:

1. Volunteers recruited by the station for RSVP assignments will be referred to RSVP staff for enrollment and RSVP policy training.
2. If required, perform and pay for additional background checks or other security screening.
3. Implement orientation, in-service instruction and/or site specific or special training (i.e. confidentiality training) to the volunteers as needed. Each volunteer will receive a schedule and detailed job description.
4. Furnish volunteers with material required for assignment. These materials may include station uniform and/or station photo ID.
5. Provide supervision of volunteer on assignment. If applicable, assure that America Reads RSVP volunteers are designated an appropriate tutoring space so they are not left alone with children (i.e. in library, classroom, hallway, etc.).
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving AmeriCorps Senior Volunteer in RSVP immediately to New Opportunities, Inc. RSVP Director. All reports shall be submitted in writing within 48 hours.
8. Specify, either by written information or verbally, that RSVP volunteers are participants in your station during publicity opportunities featuring such volunteers.
   - Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Assist with Plans and Reports:**
   - Outcome Measures: Assess volunteer impact on community needs through relevant information and/or documentation on the outcome of volunteer service hours in the volunteer stations' specific area of expertise.
   - Timesheets**:** Validate and send volunteer hours on a monthly basis on or the last day of the month (insurance coverage for volunteers is only effective with verified records of hours served).
   - In-Kind Donations: Provide documentation of in-kind contributions (meals, training expenses, supplies, etc.) that will benefit RSVP volunteers in their service at the station.

   Please note: Financial support is not a pre-condition for obtaining volunteer services.

Other Provisions:

1. **Separation from Volunteer Service**: The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the RSVP at any time. The RSVP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.

2. **Religious/Political Activities**: While the AmeriCorps Seniors Volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that RSVP volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role.
4. **Compensation:** Neither the station nor RSVP will request or receive compensation from the beneficiaries of RSVP volunteers. Volunteers will not receive a fee for service from beneficiaries or their family members/legal guardians.
5. **Accessibility and Reasonable Accommodation**: The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, age, religion, sexual orientation, disability, political affiliation, marital or parental status, or military service.
7. **Union Activities:** RSVP and its volunteers are prohibited from participating in any labor or anti-labor activities.
8. Insurance: RSVP agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. RSVP shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below 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."

    1.1. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and $2,000,000.00 Products and completed operations aggregate.

    1.2. Automobile Liability Insurance in the amount of $1,000,000.00 combined single limit each accident for any auto, all owned and hired autos.

    1.3. Worker's Compensation Insurance at statutory limits for 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 limits.

    1.4. Excess/Umbrella Liability Insurance in the amount of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

    1.5. Abuse/Molestation Liability Insurance in the amount of $1,000,000.00 each occurrence, and $1,000,000.00 aggregate.

9. City of Waterbury Required Provisions:

City of Waterburvs Ethics Code Ordinance. The Signatories to this MOU 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

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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 Ill: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

Prohibition Against Gratuities and Kickbacks (539.042 of City's Code of Ordinances)

- 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.
- 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.
- 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.

Prohibition Against Contingency Fees (539.47 of CitVs Code of Ordinances). The Signatories to this MOU 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.

Force Maieure. 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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 MOU.

Please complete School Information on next page. Thank you.

Please complete for each school:

School Information / Volunteer Supervisor authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports /evaluations:

Authorized Volunteer Supervisor Name/Title	School Name /Address	
Email	Telephone	Date

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations.

Signature	*Printed Name & Title*	*Date*
Email	*Telephone*	

Signature	*Printed Name & Title*	*Date*
Email	*Telephone*	

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of Amendment Two (2) to the Professional Services Agreement (RFP 6571) with Catapult Learning, LLC, for Waterbury Non-public Schools (Title I) Tutoring Services.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Doreen Biolo
Chief Financial Officer
Office (203) 574-8280
dbiolo@waterbury.k12.ct.us

EXECUTIVE SUMMARY

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Doreen Biolo, Chief Financial Officer

DATE: June 1, 2026

SUBJECT: Amendment #2 to the Professional Services Agreement with Catapult Learning for Waterbury Non-Public Schools (Title I) Tutoring Services with Catholic Academy of Waterbury

The Education Department has a fully executed professional services agreement with Catapult Learning on behalf of Catholic Academy of Waterbury, a non-public school, for tutoring services in core academic subjects, including science, technology, reading and writing, engineering, arts and mathematics for students in Kindergarten through Grade 12 attending Waterbury Non-Public Schools for the 2021-2026 school years. Catapult Learning was deemed the most responsible proposer to RFP #6571. Catapult Learning provides experienced, certified teachers to serve as tutors for the Waterbury Non-Public Schools as required under Title I, Part A of the Elementary and Secondary Education Act. Funding is provided through the Title I Non-Public Grants with a total amount not-to-exceed $276,024 over the 5-year contract. Waterbury Non-Public Schools have been consulted regarding tutorial services for Title I students, and contracts are established per school to cover these requests as they arise.

Amendment #1 was issued in 2024 to expand services through a STREAM Enrichment Program in the amount of $11,000. Catholic Academy operates a STREAM Academy with an instructional model emphasizing Science, Technology, Reading and writing, Engineering, Arts and Mathematics. This program has proven highly beneficial for participating students.

For Amendment #2, we respectfully request that the Catapult/Catholic Academy agreement be amended to include the attached price proposals totaling $57,169.70. These services are for the 2026-2027 school year and include:

- Summer intervention tutoring services during school for $7,868
- Intervention tutoring services during the upcoming school year during regular school hours for $22,372.20
- Intervention tutoring services during the upcoming school year during after-school hours for $26,929.50

These services are in accordance with the original scope of services, as it incorporates multiple core academic subjects as outlined in the original RFP. We are also requesting that the contract end date be extended through June 30, 2027, to include the 2026-2027 school year.

In light of the program's continued success and the availability of the Title I funds, it is in the best interest of the students to expand Catapult Learning's services for their educational benefit. Past interactions with Catapult Learning and the tutoring services provided have been met with great enthusiasm and positive feedback.

Thank you for your consideration of this request.

Amendment 2
to
Professional Services Agreement RFP No. 6571
For
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Catapult Learning, LLC ("Catapult" or the "Consultant"), a State of Connecticut duly registered foreign limited liability company.

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6571 for Tutoring Services for Waterbury Non-Public Schools (Title I), executed by the Mayor of the City of Waterbury on September 21, 2022 ("Agreement") and thereafter amended said Agreement by executing Amendment Number 1, executed by the Mayor of the City of Waterbury on March 20, 2024; and

WHEREAS, the parties wish to amend said Agreement, as amended, in order to add tutoring and intervention services, and extend the term of the Agreement for one (1) year pursuant to Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages and attached to this Amendment 2, providing additional compensation consistent therewith, on the same terms and conditions as the Agreement, as further set forth in **Attachment A** to this Amendment 2.

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Section 1.1 "Services to be Provided" shall be amended to add the following provision:

1.1.7. Catapult Learning Intervention Services. Catapult shall provide a 27-week tutoring program during school hours for 30 K-8 students at Waterbury Catholic Academy, a 30-week tutoring program during after school hours for 30 K-8 students at Waterbury Catholic Academy, and a 10-week intervention tutoring program during school hours as further set forth in **Attachment A** to Amendment 2.

2. Section 1.2 "Attachment A" shall be deleted and amended as follows:

1.2. Attachment A is hereby made a material provision of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by Catapult as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.2.1. City of Waterbury RFP No. 6571 consisting of 10 pages, excluding attachments, attached hereto;
1.2.2. Addendum #1 to RFP No. 6571, dated February 11, 2020, consisting of 2 pages, attached hereto;
1.2.3. Catapult's Revised Cost Proposal to RFP No. 6571, submitted September 17, 2020, consisting of 1 page, and as modified by Consultant's "Catapult Pricing Approval" letter, dated June 18, 2021, consisting of 1 page, both attached hereto;
1.2.4. Catapult's Response to RFP No. 6571 (excluding required contract compliance documents), dated February 19, 2020, consisting of 26 pages, attached hereto;
1.2.5. State of Connecticut Department of Education "Grant Award Notification" Revision, Grant No. 151-000 12060-20679-2021-82070-170002, "Title I Part A," dated October 22, 2020, consisting of 1 page, attached hereto;
1.2.6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
1.2.7. Certificates of Insurance (incorporated by reference);
1.2.8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
1.2.9. All licenses (incorporated by reference).
1.2.10. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, **Attachment A** to Amendment 1.
1.2.11. Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages, **Attachment A** to Amendment 2.

1.3. 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.

1.3.1. This Contract
1.3.2. Addendum #1
1.3.3. City of Waterbury RFP No. 6571
1.3.4. Catapult's Revised Cost Schedule to RFP No. 6571 as modified by Consultant's "Catapult Pricing Approval" letter dated June 18, 2021

1.3.5. Catapult's Response to RFP No. 6571
1.3.6. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, **Attachment A** to Amendment 1
1.3.7. Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages, **Attachment A** to Amendment 2

3. Section 6 "Contract Term" shall be deleted and amended as follows:

6. Contract Term. Catapult shall provide all work, services, products, and licenses as required under this Agreement commencing upon execution of this Agreement by the Mayor of the City of Waterbury through June 30, 2027 ("Contract Term").

6.1. Time is and shall be of the essence for the provision of all training and other services provided herein. Catapult further agrees that the services shall be provided 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 Catapult and City, that the time for providing said services is reasonable. Catapult shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

4. Section 7.1 "Fee Schedule" shall be deleted and amended as follows:

7.1 Fee Schedule. The total compensation payable to the Consultant for services provided through June 30, 2026 of this contract shall not exceed Two Hundred Eighty-Seven Thousand, Twenty-Four Dollars ($287,024.00); said fees shall be based on: (i) the hourly rates as set forth in Consultant's "Pricing Approval" letter dated June 18, 2021, attached to the Agreement as Attachment A; and (ii) Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, attached to Amendment 1 as **Attachment A**. The total compensation payable to the Consultant for the services provided after June 30, 2026 and through June 30, 2027 shall not exceed Fifty-Seven Thousand One Hundred Sixty-Nine and 70/100 Dollars ($57,169.70); said fees shall be based on Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages, attached to Amendment 2 as **Attachment A**.

5. All other terms, conditions and provisions of the Agreement remain in full force and effect and binding upon the parties.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 2 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

CATAPULT LEARNING, LLC

By:_____

Its _____

Date: _____

ATTACHMENT A

To Amendment 2
Professional Services Agreement RFP No. 6571
for
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

1. Catapult's Proposal for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 1 page, attached hereto

Price Quote for Catholic Academy of Waterbury

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive:

- **Implementation of Services** – Planning, coordination, staffing, and all activities required to begin delivering services
- **Direct Services for Students** –intervention services, delivered to students by a qualified staff member
- **Program Management** – Ongoing supervision, training, reporting and coordination required to ensure a successful engagement

We include our proposed pricing below.

Intervention Tutoring Services During School	
Number of Students:	30
Program Hours per Week:	12
Number of Weeks:	10
Hourly Rate:	$65.57
Cost of Service:	**$7,868.00**

The quoted prices will be honored for 90 days from the date of this proposal (February 23, 2026).

All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.

The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.

Hourly Rate is per scheduled program hour. Program hours include all hours required to operate the program including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings.

Standard payment terms are Net 30.

Prepared by Catapult Learning:
Jessica King, Regional Director
781-718-1405 | jessica.king@catapultlearning.com

Price Quote for Catholic Academy of Waterbury

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive:

- **Implementation of Services** – Planning, coordination, staffing, and all activities required to begin delivering services
- **Direct Services for Students** –intervention services, delivered to students by a qualified staff member
- **Program Management** – Ongoing supervision, training, reporting and coordination required to ensure a successful engagement

We include our proposed pricing below.

Intervention Tutoring Services During School	
Number of Students:	30
Program Hours per Week:	12
Number of Weeks:	27
Cost of Service:	**$22,372.20**
Intervention Tutoring Services After School	
Number of Students:	30
Program Hours per Week:	13
Number of Weeks:	30
Cost of Service:	**$26,929.50**

The quoted prices will be honored for 90 days from the date of this proposal (February 23, 2026).

All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.

The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.

Standard payment terms are Net 30.

Prepared by Catapult Learning:
Jessica King, Regional Director
781-718-1405 | jessica.king@catapultlearning.com

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Construction Contract with Glass Plus (RFP 8487), in the not to exceed amount of $72,600.00, to provide Front Entry Door Replacements at Driggs and Woodrow Wilson Elementary Schools.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albini, Chief Operating Officer

DATE: June 5, 2026

RE: Contraction Contract for Front Door Replacements at Driggs and Wilson Elementary Schools (RFP #8487) with Glass Plus

The Education Department respectfully requests your review and approval of a construction contract for front door replacements at Driggs and Wilson Elementary Schools in the total amount of $72,600. This project addresses critical entrance safety and security needs at Wilson Elementary School and Driggs Elementary School and will be funded through the Education Department's FY27 Capital budget.

At Wilson Elementary School, recent changes to student arrival and traffic patterns have increased the need for enhanced access control. The current entrance lacks a secure man trap vestibule, limiting the school's ability to properly screen visitors and prevent unauthorized access. Installation of a man trap entry system will strengthen visitor management procedures and improve the overall safety and security of students, staff, and visitors.

At Driggs Elementary School, the existing main entrance doors and wooden arch assembly have reached the end of their useful life. The structure contains lead-based paint, and the obsolete hardware is the source of frequent work orders due to recurring operational failures. These conditions create security concerns, impact reliable building access, and increase maintenance costs. Replacing the entrance system will improve safety, reliability, code compliance, and compatibility with modern security technologies.

This project was bid twice previously. RFP#8405 didn't receive any vendor responses and RFP#8267 received one vendor response, which their pricing was deemed too high ($94,000). For the current RFP, we received two bids with Glass Plus being the lowest qualified bidder consisting of $23,000 for Wilson Elementary School and $43,000 for Driggs Elementary School.

A 10% construction contingency ($6,600) is requested to address unforeseen conditions that may arise during construction, bringing the total contract amount to $72,600. This amount does not include any costs associated with lead abatement, which may be required at Driggs Elementary School pending further evaluation.

Both projects address important school security needs and will help provide safer, more secure learning environments while reducing long-term maintenance and operational concerns.

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 assistance on this matter.

FINAL CONTRACT (V2) for Glass Plus
RFP 8487
JPY 5.12.26

Construction Contract
for
RFP No. 8487
Front Entry Door Replacements
at the
Driggs and Woodrow Wilson Elementary Schools
between
City of Waterbury
and
Glass Plus

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 **GLASS PLUS** located at 576 Rubber Avenue, Naugatuck, Connecticut 06770, a sole proprietorship owned and operated by Christopher Boncal (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8487** for certain improvements related to the removal and replacement of front entry doors at the Driggs and Woodrow Wilson Elementary Schools located in Waterbury, Connecticut (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 8487**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

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 the "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. The Project consists of the removal and replacement of front entry doors at the Driggs and Woodrow Wilson Elementary Schools located at 77 Woodlawn Terrace and 235 Birch Street, respectively, in Waterbury, Connecticut, all of which is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachments A** and **B** (**see Section 5.1**) 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. 8487** (incorporated by reference);
1.1.2 Addendum _ to **RFP No. 8487** (incorporated by reference);
1.1.3 Contractor's Price Proposal, dated May 27, 2025, consisting of 3 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8487** from May 27, 2025, consisting of 21 pages, (incorporated by reference);
1.1.5 "City of Waterbury, **RFP No. 8487**, "Scope of Services" (also referred to as "Technical Specifications"), which were listed in the **RFP**;
1.1.6 "Site Map" with List of Drawings prepared by TDB;
1.1.7 State of Connecticut Prevailing Wage Schedule dated _____, 2025, and related information, consisting of _ pages (**NOT APPLICABLE**);
1.1.8 Contractor's Certificate of Insurance (incorporated by reference);
1.1.9 Contractor's Performance Bond (incorporated by reference);
1.1.10 Contractor's Payment Bond (incorporated by reference);
1.1.11 All amendments 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 (including **Attachment B**) 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 conflicts with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern 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 Contract Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP No. 8487**;
1.2.5 **RFP No. 8487** including "City of Waterbury, **RFP No. 8487**, "Scope of Services" ("Technical "Specifications") contained in the body of the **RFP**;
1.2.6 Drawings, if any;
1.2.7 Contractor's Price Proposal; 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 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 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 submitting 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. 8487** (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 it 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 conditions 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. 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 each one.

3.16. 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.

3.17. 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; initially, the Department of Education's 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 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 **one hundred fifty (150) consecutive days** and shall reach Final Completion within **one hundred eighty (180) consecutive days** of the City's issuance of a written Notice to Proceed with the Project ("Contract Time").

5.1. Attachment B, if any, is the Project's 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 damage 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 satisfactory provision of all 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 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 **SEVENTY-TWO THOUSAND SIX HUNDRED DOLLARS ($72,600)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Pricing Proposal set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. Wilson Elementary School -- $23,000;
ii. Driggs Elementary School -- $43,000; and

iii. Owner Controlled Contingency - $6,600 as governed by **Section 6.1.1** below.

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(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.

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 Contractor'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 bid for **RFP No. 8487** shall be borne solely 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. Additionally, during the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

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 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. The City's 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 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 or any of its 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, its 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 **-- $1,000,000.00** each occurrence and **$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: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City 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 by 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 Boards 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 ensure 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, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

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. Place Holder.

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. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2**.

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.

17.3. 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. 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. 8487** and **(ii)** the Contractor's Bid response to **RFP No. 8487**, dated May 27, 2025. 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 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:	Glass Plus Christopher Boncal 576 Rubber Avenue Naugatuck, CT 06770
City:	City of Waterbury

Corporation Counsel's Office
Third 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 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 the City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has

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

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 another City duly authorized person.

35.6. Contract Time: The number of days as stated in the Contract to: **(i)** achieve Substantial Completion and **(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: Waterbury Department of Education

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: **GLASS PLUS**

_____ By:_____
Christopher Boncal, Owner

_____ Date: _____

ATTACHMENT A

ATTACHMENT B

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting June 18, 2026, of a Professional Service Agreement with IXL Learning, Inc., for a two-year period and in the not to exceed amount of $49,500.00, to provide Data Hub Setup, Configuration and Implementation.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

DATE: June 1, 2026

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Professional Services Agreement for Data Hub Setup, Configuration and Implementation at Kennedy High School with IXL Learning, Incorporated

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The Department of Education respectfully requests your review and approval of a professional services agreement with IXL Learning, Incorporated (IXL) to provide data hub setup, configuration, and implementation services at Kennedy High School. This agreement includes comprehensive, school-wide access to personalized learning, individualized skill guidance, and real-time analytics for high school students in grades 9–12 at Kennedy High School.

The term of the agreement is for two (2) years, terminating on June 30, 2028, in the total amount of $49,500, allocated as follows:

- Installment #1 = $36,000 due July 1, 2026
- Installment #2 = $13,500 due July 1, 2027

These services from IXL Learning are a sole and exclusive source.

Under this agreement, IXL will provide IXL All-Access for Kennedy High School, including Vocabulary.com for students in grades 9–12, auto-rostering services, Google single sign-on integration, and IXL's School Success package for FY27 and FY28. Funding for these services will be provided through Commissioner's Network.

A representative from the Department of Education will be available at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your time and consideration.

c: Janet Frenis, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
For
Data Hub Setup, Configuration and Implementation
between
The City of Waterbury, Connecticut
and
IXL Learning, 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 IXL LEARNING, INC., a Delaware corporation located at 777 Mariners Island Blvd., Suite 600, San Mateo, California 94404 (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide comprehensive, schoolwide access to personalized learning, individualized skill guidance, and real-time analytics for high school students grades 9-12; and

WHEREAS, the City selected the Contractor to provide such services; and

WHEREAS, the City desires to obtain the Contractor'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 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. The Contractor 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 the Contractor shall provide IXL All-Access for High School + Vocabulary.com for high school students grades 9-12, auto-rostering services, and Google single sign-on services, together with Contractor's School Success Package for fiscal years 2026-2027 and 2027-2028, 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 Contractor's Quote dated May 4, 2026 (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
1.1.6 The IXL Terms of Service dated October 8, 2025
1.1.7 The City of Waterbury Student Data Privacy Terms of Service Addendum

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 Contractor's Quote dated May 4, 2026 (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
1.2.5 The IXL Terms of Service dated October 8, 2025
1.2.6 The City of Waterbury Student Data Privacy Terms of Service Addendum

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.

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 two (2) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating June 30, 2028 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

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 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.

Compensation for the Contractor's services shall not exceed Forty-Nine Thousand Five Hundred dollars ($49,500.00), as follows:

First Installment (invoice date July 1, 2026):	$ 36,000.00
Second Installment (invoice date July 1, 2027):	$ 13,500.00
TOTAL:	$ 49,500.00

The compensation shall be paid in conformity with the Contractor's Partnership Proposal, 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. Reserved.

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.

8. Indemnification.

8.1. 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 reasonable 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; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or

officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. 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 as provided in this Contract.

8.4. 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.

8.5. 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.

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 Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. 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 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 General Liability and Workers Compensation 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. 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 the Waterbury Board of Education are included as additional insured (General Liability and**

Auto Liability) per the attached. Insurance is primary and non contributory. General Liability and Workers Compensation Waivers of Subrogation apply per the attached. 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. Intentional 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.

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

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: Connecticut Rise Network, Inc.
700 State Street, 3rd Floor Suite 301
New Haven, CT 06511

City: IXL Learning, Inc.
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

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 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.

(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: Anya Katunski

Sign:_____

Print name: Ivy Carroll

IXL LEARNING, INC.

By:_____

Its: CEO

Date: 5/14/2026

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Contractor's Quote dated May 4, 2026 (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)
6. IXL Terms of Service dated October 8, 2025
7. City of Waterbury Student Data Privacy Terms of Service

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Karlyn Fitzpatrick, Assistant Principal – Kennedy High School

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for IXL Learning

Date: December 3, 2025

After review of your letter dated December 2, 2025 along with the Sole Source letter from IXL Learning it is clear they are the only source that provides the specialized services designed to deliver personalized learning with real-time analytics and is uniquely aligned with your instructional goals. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

John F. Kennedy High School
422 Highland Avenue Waterbury, CT 06708 (203) 574-8150 FAX (203) 574-8154

Robert A. Johnston
Principal

Karlyn Fitzpatrick ♦ Matthew Gwiazdoski ♦ George Smalley
Assistant Principals

December 2, 2025

To Whom it May Concern ,

I am writing to formally request approval to proceed with a sole source procurement for **IXL**. This vendor provides specialized services that are uniquely aligned with our instructional goals and are not available through other providers.

Respectfully,

Karlyn Fitzpatrick

Karlyn Fitzpatrick

John F. Kennedy High School
422 Highland Avenue Waterbury, CT 06708 (203) 574-8150 FAX (203) 574-8154

Robert A. Johnston
Principal

Karlyn Fitzpatrick ♦ Matthew Gwiazdoski ♦ George Smalley
Assistant Principals

December 2, 2025

Good Afternoon Kevin,

This letter serves as a formal request to designate **IXL Learning** as a sole source provider under Section **38.026** for the services proposed for Kennedy High School.

We are seeking to enter into a contract with IXL Learning to provide comprehensive, schoolwide access for all students across all subject areas. After careful review, we were unable to identify any other organization that offers the same level of individualized, data-driven support that IXL provides.

IXL's platform is uniquely designed to deliver truly personalized learning. Its comprehensive K–12 curriculum, individualized skill guidance, and real-time analytics meet the diverse and evolving needs of every learner. These features, taken together, constitute a one-of-a-kind solution not replicated by any other provider we evaluated.

With your approval, we would like to move forward with finalizing the contract with IXL Learning.

Thank you for your time and consideration.

Respectfully,

Karlyn Fitzpatrick

Karlyn Fitzpatrick

777 Mariners Island Blvd., Suite 600 | San Mateo, CA
Toll free 1-855-255-7700 | Phone 1-650-372-4040 | Fax 1-650-372-4072

June 18, 2025

To Whom It May Concern:

This letter is to confirm that the IXL Service (offered through https://www.ixl.com) is a sole source product, sold by IXL Learning, Inc. ("IXL") of San Mateo, California. The IXL Service was created by and is owned by IXL. The IXL Service has legal protections that prevent others from providing the IXL Servicewithout IXL's permission (including copyright and trade secret). Educational institutions must purchase the IXL Service directly from IXL Learning. There are no agents or dealers authorized to sell the IXL Service to educational institutions.

IXL provides a leading online program for mathematics, language arts, science, social studies, and Spanish. The IXL Service features unlimited, algorithmically generated questions in thousands of topics, as well as insightful reporting and data analysis through IXL Analytics. IXL also offers on-site, virtual, and on-demand professional development for effective IXL implementation.

If you desire additional information, please contact IXL at 855-255-8800 or visit our website at https://www.ixl.com.

Thank you for your interest in IXL.

Sincerely,

Paul Mishkin

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LEARNING

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 1476534-2
DATE: AUGUST 14, 2025

TO:
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Gallucci		3 years	September 13, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL All-Access for High School + Vocabulary.com (Grades 9-12) *Auto-rostering services included* *Google single sign-on services included*	1500	$45.00	$67,500.00
		Total Price	$67,500.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
School Success Package	1	$4,500.00	$4,500.00
		Total Price	$4,500.00

TOTALS	
Total Subscriptions List Price	$67,500.00
Total Services List Price	$4,500.00
Grand Total	$72,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1476534-2. For international accounts, we can accept wire transfers for an additional fee.

LEARNING

SALES CONTRACT

CONTRACT #1476534-2
August 14, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
John Gallucci	**1476534-2**	**3 years**

PAYMENT PLAN

	Amount	Invoice date
First installment with Professional Learning Services	**$33,750 (50%) + $4,500 = $38,250**	**August 28, 2025**
Installment 2	**$16,875 (25%)**	**August 28, 2026**
Installment 3	**$16,875 (25%)**	**August 28, 2027**
TOTAL	**$72,000**	

Price valid until September 13, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1612739-1
DATE: MAY 4, 2026

TO:
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Gallucci		Through April 30, 2028	June 3, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL All-Access for High School + Vocabulary.com (Grades 9-12) *Auto-rostering services included* *Google single sign-on services included*	1500	$30.00	$45,000.00
		Total Price	$45,000.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
School Success Package	1	$4,500.00	$4,500.00
		Total Price	$4,500.00

TOTALS	
Total Subscriptions List Price	$45,000.00
Total Services List Price	$4,500.00
Grand Total	$49,500.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1612739-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1612739-1
May 4, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
John Gallucci	**1612739-1**	**Through April 30, 2028**

PAYMENT PLAN

	Amount	Invoice date
First installment with Professional Learning Services	**$31,500 (70%) + $4,500 = $36,000**	**May 18, 2026**
Installment 2	**$13,500 (30%)**	**May 18, 2027**
TOTAL	**$49,500**	

Price valid until June 3, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of an Agreement with Prism Academy, LLC, for a three-year period and in the not to exceed amount of $588,871.00, to provide educational services in accordance with students' Individual Education Program (IEP).

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Tracy-Ann Menzies
Assistant Director of Pupil Services
(203) 346-3505
Tracyann.Menzies@waterbury.k12.ct.us

EXECUTIVE SUMMARY

Date: June 8, 2026

TO: Board of Education
Board of Aldermen

FROM: Tracy-Ann Menzies, Assistant Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Prism Academy – Out-of-District Special Education Placement**

The Special Education Department requests approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Prism Academy for an Out-of-District (OOD) Special Education Placement.** The purpose of this agreement is to provide a specialized educational program, including instruction and related services, in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (IDEA), all applicable regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

This contract is being brought forward on an expedited basis to ensure continuity of services and the timely implementation of IEPs for students requiring an Out-of-District placement. **Prism Academy** offers a highly structured, therapeutic program designed to meet the intensive learning, behavioral, and clinical needs identified by the Planning and Placement Team (PPT). Approval of this contract would ensure placement availability and prevent any interruption in mandated services for eligible students.

The agreement will commence on July 1, 2026, and will terminate on June 30, 2029. The total cost of the three-year agreement is $588,871.00, funded through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
PRISM ACADEMY LLC

THIS AGREEMENT, effective on the date signed by the Mayor (the "Effective Date") is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and **PRISM ACADEMY LLC**, a duly registered State of Connecticut domestic limited liability company with a principal place of business located at 80 Washington Street, Ste P55, Norwell, MA, 02061-1742 hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (I.E.P.), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, Contractor is desirous of performing said services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual students I.E.P. as developed by the City and the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child.

1.2 Contractor agrees to provide the education component, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a

representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of services rendered. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days' notice to the City.

1.6 The Superintendent or his agent shall have the right to visit and observe the program at any time.

1.7 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term

2.1 The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2026 and terminating on June 30, 2029 ("Contract Term"). The City shall have the option, at its sole discretion, to extend this Agreement for two (2) additional one-year options, upon the same terms and conditions as set forth herein, by giving notice to the School at least thirty (30) days prior to the end of the contract term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment

3.1 The City shall pay Contractor the amount up to **FIVE HUNDRED EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED SEVENTY-ONE AND 00/100 DOLLARS ($588,871.00)** for the entire three (3) year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services for shall be as set forth in **Attachment A** entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year agreement, in accordance with all requirements of Conn. Gen. Stat. 10-76a – 10-76i, for all services that may be rendered by Contractor under this Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each students I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor

facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

5. **Student Data Requirements**

5.1 Contractor shall comply with all relevant provisions of Connecticut General Statutes ("C.G.S."). §10-234 bb regarding Student Data, including, but not limited to the following:

5.2 Contractor agrees that student records, student information, and student-generated content (collectively "Student Data") as defined by C.G.S. §10-234aa are not the property of, or under the control of the Contractor.

5.3 Contractor agrees that the City may at any time upon prior written notice to the Contractor, request deletion, within a reasonable time, of Student Data in the possession of the Contractor that is not (a) otherwise prohibited from deletion or required to be retained under state or federal law, or (b) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, however, the City may request the deletion of any such Student Data if such copy has been used by the operator to repopulate accessible data following a disaster recovery.

5.4 Contractor agrees that it will not use Student Data for any purposes other than those specifically allowed under the terms of this Agreement.

5.5 Contractor agrees that students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies.

5.6 The Contractor shall take all necessary actions designed and required by applicable State, Federal, and local law, to ensure the confidentiality of all Student Data.

5.7 The Contractor agrees that it shall not retain Student Data and that Student Data shall not be available to the Contractor upon the expiration of this Agreement unless the student, parent, or legal guardian of the student has independently established or maintained an electronic account with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content.

5.8 All Student Data is the property of the student or the parent or legal guardian of the student.

5.9 Contractor shall not use (a) student information, student records or student–generated content for any purposes other than those authorized pursuant to the contract,

or (b) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

5.10 Contractor shall comply with the provisions of C.G.S. §10-234dd as amended with regard to unauthorized release, disclosure or acquisition of student data.

6. Confidentiality/FERPA.

6.1 Contractor 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 of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor 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 established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

6.2 Any and all materials contained in City of Waterbury student files that are entrusted to Contractor or gathered by the Contractor 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 Contractor shall be used solely for the purposes of providing services under this agreement.

6.3 Contractor 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) Contractor shall comply with the requirements of said statute and regulations, and 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, Contractor has no authority to make disclosures of any information from education records.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with

the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualification

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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 Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

8.3.2 The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment** 9.1 Contractor hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Orders 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar 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. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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 Consultant or subcontractor or anyone for whose acts 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.

11.3.1 **Comprehensive General Liability Insurance** coverage with limits of $1,000,000 per Occurrence/ $2,000,000 Aggregate/ $2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance** coverage with limits of $1,000,000 Combined Single Limit (Any Auto, All Owned and Hired Autos)

11.3.3 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least $1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

11.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The limits should be $1,000,000 per Occurrence and $1,000,000 Aggregate limit.

11.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "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 and Professional Liability. All policies shall include a waiver of subrogation except Professional Liability."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

11.3.7 **Failure to Maintain Insurance** In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

11.3.8 **Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices

12.1 In performing this Agreement, 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 Agreement. 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination

13.1 **Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor 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 Contractor 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 Contractor under this Agreement shall, at the option of the City, become its property.

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

13.3 **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 Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this agreement.

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable

manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** 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 Contractor.

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, 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. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

15.2 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 Contractor.

16. **Assignability.**

16.1 The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Contractor from the City under this Agreement 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.

17. **Audit.**

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

18. **Interest of City Officials.**

18.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

19. **Prohibition against Gratuities and Kickbacks**

19.1 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.

19.2 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.

19.3 Upon 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 thereunder, 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.

19.4 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.

19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). 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. Upon 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

20. Prohibition Against Contingency Fees

20.1 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.

21. City of Waterbury's Ethics Code Ordinance

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 This Agreement 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 Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

24. Severability.

24.1 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.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

27. Binding Agreement.

27.1 The City and Contractor each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

28. Waiver.

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

29. Governing Laws.

29.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

_____

_____
Print name

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

Date: _____

WITNESSES:

Alyssa Pagone
Alyssa Pagone
Print name

PRISM ACADEMY, LLC

By: Gary S. Mala
Gary S. Mala, Director of Education
Print Name and Title

Date: 06/04/2026

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Prism Academy - OOD SPED Placement CRT26-166\Drafts\Board of Ed OOD Placement.doc

Attachment "A"
Yearly Rate Schedule

1. Prism Academy Tuition and Fees, consisting of one (1) page, attached hereto

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: June 4th, 2026

From: Delinquent Tax Office

To: Tracyann Menzies
Assistant Director of Public Services

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.

Prism Academy
80 Washington Street
Suite P55
Norwell, MA 02061

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

Very truly yours,

Heidi Barbieri
Deputy Tax Collector
City of Waterbury

HB/adw

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Prism Academy LLC &
Prism Autism Education & Consultation LLC

Requesting Department: BOE

Department Contact: Wendy Johns wendy.johns@waterbury.k12.ct.us
Tracyann Menzies Tracyann.menzies@waterbury.k12.ct.us

Description of work to be performed: Out of District Placement

Estimated Contract Duration and End Date: multi

Date Reviewed: 06/01/2026

Insurance Certificate Term: 11/15/2025 – 11/15/2026

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

6/2/26

Risk Manager or Authorized Designee

PRISM
ACADEMY™

APPENDIX A

Prism Academy Tuition and Fees

2026 - 2027

School Year (days)	**188**
Daily Rate (Includes 1:1 adult/student support)	**$675**
Est. Yearly Tuition	**$127,575**
2:1 Staff (Daily)	**$394**
Speech/ Hour	**$182**
OT/ Hour	**$182**
PT/ Hour	**$182**

ESY (days)	**40**
Daily Rate (Includes 1:1 adult/student support)	**$675**
Est. ESY Tuition	**$27,000**
2:1 Staff (Daily)	**$394**
Speech/ Hour	**$182**
OT/ Hour	**$182**
PT/ Hour	**$182**

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

June 11, 2026

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 regular meeting of June 18, 2026, of a Professional Services Agreement with Connecticut Junior Republic Association, Inc., for a two-year period and at no cost, to provide the SAFE Program and School-Based Clinic Program to Waterbury Public School students.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY PUBLIC SCHOOLS

Wendy Johns & Jaclyn Davis
Director of Pupil Services/ Director of Climate and Student Supports
(203) 574-8000
wendy.johns@waterbury.k12.ct.us; Jaclyn.Davis@waterbury.k12.ct.us

Date: June 1, 2026

To: Board of Education
Board of Alderman

From: Wendy Johns, Director of Pupil Services
Jaclyn Davis, Director of Climate and Student Supports

Subject: **Approval for a Memorandum of Understanding (MOU) between The City of Waterbury (Waterbury Public Schools) and Connecticut Junior Republic (CJR)**

The Pupil Services Department and the Department of Climate and Student Supports jointly request your approval of a Memorandum of Understanding (MOU) between The City of Waterbury (WPS) and Connecticut Junior Republic (CJR).

Purpose

The Pupil Services Department and the Department of Climate and Student Supports jointly request your approval of a Contract between the **City of Waterbury** (the "City") and **Connecticut Junior Republic Association, Inc.** (the "Contractor" or "CJR"), a private institution specializing and licensed in providing mental health services to children.

Project Overview

The Project consists of the provision of the **Waterbury Success Always Follows Education ("SAFE")** program and the **School-Based Clinic Program** for Waterbury Public School students exhibiting at-risk behaviors. Under the terms of the agreement, services will be provided at the sole discretion of the City and include, but are not limited to, the following core components:

- **Continuous Wrap-Around Services:** Program coordinators will collaborate with school staff to progress monitor students, provide support, and deliver wrap-around services to identified students and their families until the student graduates from high school.
- **Academic Support & Enrichment:** Student participants will attend an after-school academic support and enrichment program five days per week, as well as participate in a summer service-learning program.
- **Program Transportation:** Within its capacity, CJR agrees to provide transportation for students participating in the SAFE program from their district school to the after-school program, and back home after the program concludes. *The district will not provide and is under no obligation to provide transportation for student participants.*
- **Behavioral Health Clinicians:** The School-Based Clinician program will assign six (6) behavioral health clinicians to designated Waterbury Public Schools to provide individual,

WATERBURY PUBLIC SCHOOLS

Wendy Johns & Jaclyn Davis
Director of Pupil Services/ Director of Climate and Student Supports
(203) 574-8000
wendy.johns@waterbury.k12.ct.us; Jaclyn.Davis@waterbury.k12.ct.us

group, and family counseling to students identified in need by school personnel. Clinicians will support the following Waterbury Public schools: West Side Middle School, Kennedy High School, Wallace Middle School, Crosby High School, North End Middle School, and Wilby High School. Students are referred for clinician support by school personnel or on the request of the parent. Services are only provided after the intake process is completed, which requires the full participation of the parents/ guardians.

- **Program Space:** Dedicated program space will be utilized at 80 Prospect Street, Waterbury, for the SAFE Program.
- **Administrative Oversight:** A minimum of quarterly meetings will occur between the CJR Clinic Director, the CJR Director of Community Programs, and Waterbury Public Schools personnel.
- **Data-Driven Benchmarks:** Outcome data will track performance benchmarks, specifically focusing on achieving a direct line of decrease in behavioral referrals and an increase in student attendance measures.

Contract Parameters

- **Effective Date:** This agreement will become effective on the date signed by the Mayor.
- **Terms:** This is a no-cost agreement with The City of Waterbury for 2 years, with a termination date of June 30, 2028. There is an option, pending the continuation of funding, to extend the contract for an additional two years.

PROFESSIONAL SERVICES AGREEMENT
For
SAFE Program and School-Based Clinic Program
Between
The City of Waterbury, Connecticut
and
Connecticut Junior Republic Association, 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 Connecticut Junior Republic Association, Inc. a duly registered Connecticut domestic corporation with a principal place of business located at 550 Goshen Road, Litchfield, Connecticut (the "Contractor" or "CJR").

WHEREAS, Contractor is a private institution specializing and licensed in providing mental health services to children;

WHEREAS, the Contractor submitted a proposal to the City to provide a School-Based Clinic program and its Success Always Follows Education ("SAFE") program to Waterbury Public School students;

WHEREAS, the City desires to obtain the Contractor'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 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, statues, ordinances and regulations and with generally accepted professional standards. The Contractor 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 the Contractor shall provide, at the sole discretion of the City, of the Waterbury Success Always Follows Education ("SAFE") program and School Based Clinic Program for Waterbury Public School students exhibiting at-risk behaviors, including but not limited to the following:

1.1.1 Program coordinators will collaborate with school staff to progress monitor students, provide support, and wrap around services to the identified students and their families until the student graduates from high school

1.1.2 Student participants will attend an after school academic support and enrichment program, five days per week and participate in a summer service-learning

1.1.3 Within its capacity, CJR agrees to provide transportation for students participating in the SAFE program from the district school to the after-school program and home after the program concludes. The district will not provide and shall not be under any obligation to provide transportation for student participants in relation to their participation in the SAFE program.

1.1.4 School-based clinician program will assign six (6) behavioral health clinicians to designated Waterbury Public Schools to provide individual, group and family counseling to students identified in need by school personnel

1.1.5 Program space at 80 Prospect Street, Waterbury for the SAFE Program.

1.1.6 Minimum of quarterly meetings between CJR Clinic Director and CJR Director of Community Programs and Waterbury Public Schools Personnel

1.1.7 Data of program outcomes and benchmarks to include a direct line of a decrease in behavioral referrals and an increase in attendance measures

1.2. 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:

1.2.1. Contractor's Scope of Services, entitled "Scope of Services, Waterbury Public Schools & Connecticut Junior Republic (CJR)," consisting of two (2) pages, attached hereto;

1.2.2. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.2.3. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Resolution, Non-Collusion Affidavit, as executed and provided by Consultant, incorporated herein by reference;

1.2.4. Certificate of Insurance, incorporated herein by reference;

1.2.5. Licenses, incorporated by reference.

1.3. 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:

1.3.1. All applicable Federal, State, and local laws, regulations, charter and ordinances.
1.3.2. Any Amendments to this Contract
1.3.3. This Contract, consisting of 29 pages
1.3.4. Contractor's Scope of Services, consisting of 2 pages

2. Contractor Representations Regarding Qualification, Accreditation and Personal Services. 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. The services provided by the Contractor are deemed to be personal services. The Contractor shall assign to leadership positions those persons listed in Attachment A. The Contractor shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Contractor result in changes to this team, the Contractor shall submit the credentials of the Contractor's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provide for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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. As 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 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.

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 as authorized by the appropriate Department/personnel in Education, or the designated person.

2.4 Student Data Requirements. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Provider.

2.4.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Provider. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Provider within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

2.4.2. The Provider shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.4.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Provider receives a request to review Student Data in the Provider's possession directly from a student, parent, or guardian, the Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Provider agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Provider, and correct any erroneous information therein.

2.4.4. The Provider shall take actions designed to ensure the security and confidentiality of student data.

2.4.5. The Provider will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the Provider of a breach of Student Data, the Provider shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

2.4.6. Student Data shall not be retained or available to the Provider upon expiration of the Agreement between the Provider and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Provider after the expiration of such Agreement for the purpose of storing student- generated content.

2.4.7. The Provider and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

2.4.8. The Provider acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

2.4.9. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

2.5. **Confidentiality/FERPA/HIPAA.** Provider 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. Provider 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.

2.5.1. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

2.5.2. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

2.5.3. The Provider shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Provider shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Provider's Administrator. The Provider's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

2.5.4. Each Party shall comply with all applicable federal, state and local laws and regulations pertaining to the confidentiality and privacy related to any protected health information (PHI) and any services or activities performed in relation to this Contract. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103) and agrees that it is subject to, and shall comply with provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

2.6. 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 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 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 direct 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.

2.7. 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 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 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. The Contractor agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by the City or otherwise develop during the Project that would require the Contractor to perform with a lesser standard of care to meet the schedule, it is solely the responsibility of the Contractor to notify the City in advance in writing that such deviation will be required and to provide to the City the specific basis for that opinion. The Contractor shall not deviate to a lesser standard of care in the absence of an express written authorization by the City. This paragraph shall not be construed to authorize performance by the Contractor at a standard of care that is less than that which is required by law, or which is expected of Contractors practicing under similar circumstances and conditions.

3.6. Contractor's Employees. The Contractor shall always 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 written reports bi-weekly to the City's designated representative 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, **(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 3.8(iii) above, **(vi)** 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 **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by Contractor's designated representative..

The Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract and 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 commence upon execution by the Mayor and shall terminate on June 30, 2028, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services, required under the Contract have been fully and completely provided. (Contract Time").

5.1 Option Period. The City reserves the right, upon confirmation that Consultant obtained the necessary funding to perform its responsibilities under this Agreement, and upon reasonable notice to the Consultant, to extend this Agreement, upon the same terms and conditions for one (1) two-year period:

5.1.1 Option Period One: July 1, 2028 – June 30, 2030

5.1. No Damage for Delay. 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 a 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 and 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 of the Consultant breaches the foregoing dates.

6. Compensation. The Contractor shall provide all of the goods and services set forth in this Contract at no cost to the City and as follows in this Section 6.

6.1. 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 determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.2. 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.

8. Indemnification.

8.1. 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 Contractor, 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 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 Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. 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 as provided in this Contract.

8.4. 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.

8.5. 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.

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 Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. 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, always 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

$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: WC Statutory Limits
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**

Contractor 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 and Workers Compensation insurances.

9.4.5 Professional Liability Insurance:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

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

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 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, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Department 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 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 the Waterbury Board of Education is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Workers Compensation and Professional Liability as their interests may appear 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. Upon execution of this Agreement, t, 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 Contractor 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 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 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.

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 Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Contractor, 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 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 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, but less any damages or costs incurred by the City because of such for cause termination.

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. To the degree that the Contractor's negligent conduct, failure to perform, or omissions results in damages to the City, the Contractor will be liable for those damages. Nothing in this Agreement shall relieve the Contractor of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

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 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.

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. provided 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 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. (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 Contractor hereby assigns to the City, without reservation, all copyrights to all project related documents, models, photographs, and other expression created by the Contractor. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City's obligation to pay the Contractor is expressly conditioned upon the Contractor's obtaining a valid written comprehensive assignment of copyrights from his Contractors in terms identical to those that obligate the Contractor to the City as expressed in this subparagraph, which copyrights the Contractor, in turn, hereby assigns to the City. The City, in return, hereby grants the Contractor a nonexclusive license to reproduce the document for purposes relating directly to the Contractor's performance of this Project, for the Contractor's archival records, and for the Contractor's reproduction of drawings and photographs in the Contractor's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project related documents may be reproduced for any other purpose without the express written permission of the

City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Contractor. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Contractor or the commission by the Contractor of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Contractor alone and shall not be assigned by the Contractor to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Contractor's assignment of this nonexclusive license to another or his attempt to do so.

15. 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:

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, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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. 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 may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City without cause. The City reserves the right, upon notice to the Contractor, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement.

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. 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.

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, F.I.C.A.

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. If the Contractor determines that services beyond the Project's scope are required, it shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Contractor believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Contractor or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, 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 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 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 changes 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 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 document shall be used as a historical document. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical document is (i) Consultant's Scope of Services

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 because the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. 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. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Contractor hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Contractor also agrees to prepare or modify all project related documents used or prepared by the Contractor, including, but not limited to, Agreements between Contractor and his Contractors, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Contractor and his Contractors to conform with this paragraph. The Contractor waives all objections to joinder of the Contractor as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Contractor's conduct or his performance of professional services is in any way relevant to the subject of a dispute.

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. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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 be 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: Connecticut Junior Republic Association, Inc.
550 Goshen Road
Litchfield, CT 06759

City: The City of Waterbury
Attn: Education Department
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 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 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.

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/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury 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 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.

(Signature Page to Follow)

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

WITNESSES:

_____

_____

CITY OF WATERBURY

_____

By: Paul K. Pernerewski, Jr.
Its Mayor

Date: _____

WITNESSES:

Rachel Gillett

Caroline Skinner

CONNECTICUT JUNIOR REPUBLIC ASSOCIATION, INC.

By: Patricia Shishkov
Patricia Shishkov
Its CFO

Date: 6/1/26

ATTACHMENT A

1. Consultant's Scope of Services, entitled "Scope of Services: Waterbury Public Schools & Connecticut Junior Republic (CJR)," consisting of two (2) pages.

Scope of Services: Waterbury Public Schools & Connecticut Junior Republic (CJR)

1. Program Overview

The Connecticut Junior Republic (CJR) shall provide comprehensive mental health and youth development services to the Waterbury Public Schools (WPS) district. The primary objective is to sustain and expand critical support systems for students, ensuring co ntinuity of care and fostering academic success through integrated clinical and after -school programming.

2. Term of Service

- **Duration:** Two (2) Year Agreement.
- **Cost:** All services described herein shall be provided at no cost to the City of Waterbury and Waterbury Public Schools.

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3. Core Service Areas

A. School-Based Clinic Program

CJR will provide professional mental health services to address the psychological and emotional needs of the student body.

- **Target Locations:** *Middle Schools: Wallace, North End, and Westside.
    - **High Schools:** Wilby, Kennedy, and Crosby.
- **Staffing Requirements:** CJR will maintain a minimum of six (6) qualified mental health clinicians dedicated to the district to ensure continuity of care.
- **Clinical Services Include:**
    - Individual and group counseling sessions.
    - Crisis intervention and mental health assessments.
    - Collaboration with school administration and the Pupil Services Department.
    - Case management and referrals to external specialized care where necessary.

B. S.A.F.E.Program (Specialized After -School Initiative)

CJR will implement the S.A.F.E. program to support adolescent development outside of standard instructional hours.

- **Capacity:** Support for up to ~~sixty (60)~~ (40) Fourty adolescent students.
- **Program Objectives:**
    - Provide a structured and supportive environment for at-risk youth.
    - Foster student resilience through life-skills coaching and mentorship.
    - Improve academic success through supervised activities and social-emotional learning (SEL).

- Reduction of behavioral in cidents through proactive engagement.

---

4. Responsibilities of the Parties

Connecticut Junior Republic (CJR) shall:

- Maintain all necessary licensing and insurance for clinical staff.
- Provide regular progress reports to the Director of Pupil Services.
- Adhere to all district policies regarding student privacy (FERPA) and safety.

Waterbury Public Schools (WPS) shall:

- Provide adequate office/confidential space within the designated schools for clinical sessions.
- Facilitate integration between CJR staff and school-based support teams.
- Designate a point of contact within the Pupil Services Department for program oversight.
- Provide access to PowerSchool for attendance and scheduling purposes through a datashare agreement.

---

5. Justification for Sole Source

This partnership is established under the Procurement Ordinance (Section 38.026 (B) (4)) due to:

- **Continuity of Care:** CJR's existing integration and the established relationships between the six current clinicians and the student body.
- **Regional Market Conditio ns:** The extreme regional shortage of mental health clinicians makes CJR's established staffing levels a unique and vital asset.
- **Fiscal Responsibility:** The ability of CJR to provide these high-level services at no cost to the city prevents further financial burden on the district.

WATERBURY
DEVELOPMENT CORPORATION

Date: June 9, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul Pernerewski

From: Robert Dowd RJD
Project Manager

Subject: Project Authorization Letter for the Fire Station #6 Project

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Fire Station #6 Roof replacement, Repointing, Abatement, and Window Renovations Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

This Project involves the management and administration of Roof replacement, Repointing, Abatement and Window Renovations to Fire Station #6 (built in 1905) located at 431 Willow Street. The project consists of all work including design and build services, and equipment and materials required for the building renovations. This work will address aging building envelope components, prevent further structural deterioration, and ensure long-term functionality of this active Fire Station. At this time, the estimated costs for this project are as follows: Up to $250,000.00.

The funding for the project will be provided through Local City Bond Funds.

Attached please find the Project Authorization Letter.

Tel: (203) 346-2607 • Fax: (203) 346-3910 • 83 Bank Street, 3rd Floor • Waterbury, CT 06702
www.wdconline.org

WATERBURY
DEVELOPMENT CORPORATION

Date: June 9, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul Pernerewski

From: Robert Dowd RD
Project Manager

Subject: Project Authorization Letter for the Fire Station #4 Kitchen Renovation Project

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Fire Station #4 Kitchen Renovation Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

This Project involves the management and administration of Kitchen Renovations to Fire Station #4 located at 823 Baldwin Street. The project consists of all work including design and build services, and equipment and materials required for renovations of the kitchen area. The scope of work includes demolition of existing kitchen components, reconfiguration of kitchen layout, installation of new cabinetry and countertops, and replacement of existing appliances. Fire Station #4, circa 1908, contains outdated cabinets and appliances and the walls are in poor/aged condition. At this time, the estimated costs for this project are as follows: Up to $150,000.00.

The funding for the project will be provided through Local City Bond Funds.

Attached please find the Project Authorization Letter.

Tel: (203) 346-2607 • Fax: (203) 346-3910 • 83 Bank Street, 3rd Floor • Waterbury, CT 06702
www.wdconline.org

WATERBURY
DEVELOPMENT CORPORATION

Date: June 11, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul Pernerewski

From: Robert Dowd RD
Project Manager

Subject: Project Authorization Letter for the Silas Bronson Library Improvement Project

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Silas Bronson Library Improvement Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014.

This Project consists of evaluating the existing roof and roof replacement. It also consists of replacing VCT floor tiles, replacing water-stained ceilings, creating a conference room, adding a glass wall at the teens room, and upgrading the four reference desks, installing new study desks throughout the main reading room and exterior paneling. Further, the existing bathrooms will be evaluated and upgraded if possible.

At this time, the estimated cost for the construction is $1,067,097.90 to be funded by CDBG and the architectural services estimated cost of $120,000 will be provided through local capital funding.

Attached please find the Project Authorization Letter.

Tel: (203) 346-2607 • Fax: (203) 346-3910 • 83 Bank Street, 3rd Floor • Waterbury, CT 06702
www.wdconline.org

#24

OFFICE OF COMMUNTIY DEVELOPMENT
THE CITY OF WATERBURY
CONNECTICUT

WATERBURY CITY CLERK
RECEIVED
2026 JUN 11 P 2:33

MEMORANDUM

DATE: June 11, 2026

TO: Board of Aldermen, City of Waterbury

FROM: John Goggin
Director of Community Development
City of Waterbury

Approval of the 2026 CT Neighborhood Assistance Act Applications (NAA)

Kindly give favorable consideration by approving the 2026 Connecticut Neighborhood Assistance Act (NAA) applications. In total, there are one (1) application;

Shekinah Church – (1) one application

- Name of the program: The Crown

Please note that the required public hearing was noticed in the Republican American on Monday, April 06, 2026, and held on Wednesday, April 29, 2026, at 2:30 p.m., at the Office of Community Development, 188 Bank Street. Copies of the legal notice, agenda, and minutes from the public hearing have been attached for your reference.

By way of background, the Connecticut NAA Tax Credit Program extends a corporate business tax credit to businesses that provide funding for municipal and/or tax-exempt organizations conducting programs that assist with energy conservation projects. Targeted properties are required to have at least 75% of occupants at an income level not exceeding 150% of the poverty level. In addition, the Connecticut NAA is also available to organizations that have community focused programs, neighborhood assistance initiatives, job training, educational programs, child care, construction or rehabilitation of dwellings of low- and moderate-income, and open spaced acquisition.

Should you have any questions, please contact Steve Colon, the City's NAA Liaison, at (203) 346-3810 ext. 7282; or via email at scolon@waterburyct.org.

Thank you in advance for your consideration and approval of the 2026 Connecticut NAA Applications.

Neighborhood Assistance Act 2026
April 29, 2026
2:30 PM
188 Bank Street
Waterbury, CT 06702

AGENDA

Attending:

Steve Colon, Community Outreach Coordinator Mliason

Karina Figueroa. M.

1. Introduction of Neighborhood Assistance Act (NAA) 2026

   Application Process:

2. Discussion:

   Donor list- can I share?

   program. Student loan forgiveness, would it qualify.

3. Adjournment: 2:55 pm

WATERBURY CITY CLERK
RECEIVED
2026 APR 27 P 2:32

Classified

ctinsider.com/Waterbury • 203-333-4151 • classifieds@hearstmediact.com • Hours: Monday - Friday 8 am - 3:30 pm

GENERAL HELP WANTED

Thai Kitchen Cook wanted at Thai Boat Restaurant Watertown, CT. Competitive pay, great benefits and guaranteed hours. Apply in person 515 Main St., email: pongtoyota@hotmail.com or call (860) 274-0044.

WANTED TO BUY

ALWAYS BUYING: all musical instruments, guitars, amps, saxophones, horns, vintage electronics, amps, receivers, radios, audio eq, ham radio eq, all antiques, watches, military signs, video games, cameras, toys, sports, jewelry, art, plus more. One item or entire estate, call 860.707.9350

ALWAYS BUYING MACHINISTS TOOLS and tooling, contents of machine shops and home workshops, small lathes 860-966-5760

VEHICLES WANTED

BIG CASH for junk cars/trucks **FREE PICKUP** Johnny's Auto Parts 860-283-5470

Declutter



Have a tag sale and advertise it here.

203-333-4151

PUBLIC NOTICES

INVITATION TO BID

SEALED BIDS ON THE FOLLOWING WILL BE RECEIVED BY THE DIRECTOR OF PURCHASES IN HIS OFFICE IN THE CITY HALL BUILDING 235 GRAND STREET, WATERBURY, CT. UNTIL THE DATE AND TIME SPECIFIED WHEN THEY WILL BE PUBLICLY OPENED AND READ. NO BID SHALL BE ACCEPTED FROM OR CONTRACT AWARDED TO, ANY PERSON WHO IS IN ARREARS TO THE CITY UPON DEBT OR CONTRACT OR A DEFAULTER AS SURETY OR OTHERWISE UPON ANY OBLIGATION TO THE CITY.

City of Waterbury on Behalf of Next & La Rosa Building Group

Opening Date: April 23, 2026 at 1:00 P.M.
Redevelopment Group 1 – Adams, Bishop & Beacon St. – A non-mandatory pre-bid will be held a 8 Adams St. Wtby, CT at 10 A.M. on April 10, 2026 – Bid # 8774

Opening Date: April 23,2026 at 2:00 P.M.
Redevelopment – Group 2 – Adams, Bishop & Beacon St. – A non-mandatory pre-bid will be held at 8 Adams St. Wtby, CT at 10:00 A.M. on April 10, 2026 – Bid # 8774

Opening Date: April 23, 2026 at 3:00 P.M.
Redevelopment – Group 3 – Adams, Bishop & Beacon St. – A non-mandatory pre-bid will be held at 8 Adams St. Wtby, CT. at 10:00 A.M. on April 10, 2026 – Bid # 8774

Education

Opening Date: April 27, 2026 at 11:30 A.M.
RFP – Professional Design Svcs. – Football Field Reconstruction – Wtby H.S. – A mandatory pre-bid will be held at 360 Bucks Hill Rd. Wtby, CT. at 1:00 P.M. on April 14, 2026 – RFP # 8744

Opening Date: April 23, 2026 at 11:30 A.M.
NAES VHAB Ventless Hoods – Bid # 8775

Finance

Opening Date: April 30, 2026 at 10:30 A.M.
RFP – Three Vacant Parcels – 180 Cherry St. 192 Cherry St. & 12 Camp St. Wtby CT. – RFP # 8711

Finance - Pension & Benefits Dept

Opening Date: April 22, 2026 at 11:30 A.M.
RFP - Disability Pension/Disabled Dependents – Case Review - RFP # 8731

Health Dept

Opening Date: April 21, 2026 at 10:30 A.M.
Lead Hazard Reduction – 132 Clinton St. – A mandatory pre-bid will be held at 132 Clinton St. Wtby, CT. at 10:00 A.M. on April 13, 2026 - Bid # 8721

Opening Date: April 21, 2026 at 10:45 A.M.
Lead Hazard Reduction – 319 Cooke St. – A mandatory pre-bid will be held at 319 Cooke St. Wtby, CT at 10:45 A.M. on April 13, 2026 - Bid # 8781

City of Waterbury on Behalf of Land Bank Authority

Opening Date: April 28, 2026 at 11:30 A.M.
W.O.W Neighborhood Revitalization Project – A Non-Mandatory pre-bid will be held via Zoom at 12:00 P.M. on April 14, 2026 – RFP # 8632

Specifications may be obtained by potential bidders by going online to www.waterburyct.org/purchasing. Follow the instructions under the Waterbury bids link. Please register your business on our new PlanetWare Site.

THE CITY OF WATERBURY
DIRECTOR OF PURCHASES
KEVIN MCCAFFERY
235 GRAND STREET
WATERBURY, CT 06702

At Your Service Directory

MASONRY / PAVING

BELLILI MASON Complete masonry work. Call Mike for free estimate. 203-693-8177. Lic #366123

N MASONARY - All mason work. Stonewall, walkway, patio & more. free estimates- 860-417-9959

ROOFING / SIDING / GUTTERS

PEET SEAMLESS GUTTERS Installs, cleanings, guards, repairs 860-283-2292 #628534

PUBLIC NOTICES

PROPERTY AUCTION

The tax collector of the Town of Woodbury has levied upon the following properties in Woodbury and stated them for public auction to satisfy delinquent taxes and charges under C.G.S. § 12-157. Volume and page numbers refer to the Town's land records. Unless paid, these properties will be auctioned in "as is" condition at 1:00 p.m. on June 18, 2026 at the Old Town Hall at 5 Mountain Road.

39 Woodbury Hill (Volume 432 Page 1074) owned by Jane Buttrick, owing $17,201.73. Call the Bee Heating, Cooling, Plumbing & Electrical LLC and Woodbury Hill Condominium Association, Inc. may have interests which will be extinguished by the sale.

137 Main Street South (Volume 284 Page 320) owned by the Estate of Rex K. Collum, owing $30,461.73. Jaknie Collum; Samantha Collum; Estate of George E. Merritt; Dorothy Merritt; Dorothy McCauley a/k/a Dorothy M. McCauley and John J. McCauley, Trustees of the Dorothy M. McCauley Revocable Trust, dated 2/26/91 or their Successor Trustees; the Connecticut Office of the Probate Court Administrator; the Connecticut Department of Revenue Services; the United States Internal Revenue Service; and the surviving spouse and heirs of Rex K. Collum may have interests which will be extinguished by the sale.

54 Mountain Road (Volume 452 Page 23) owned by Brayan Lopez Crespo, owing $12,121.51. Lisbeth Castillo may have interests which will be extinguished by the sale.

8 Shagbark Lane (Volume 445 Page 637) owned by Kristin Miller, owing $7,159.17. Woodlake Condominium Association No. 3, Inc. may have interests which will be extinguished by the sale.

360 Old Sherman Hill Road (Volume 473 Page 75) owned by Queen Equities, LLC, owing $8,451.51.

The dollar amounts listed are through the end of last month. Additional taxes, interest, fees, and other charges authorized by law accruing after the last day of the month immediately preceding this notice are owed in addition to the amount indicated as due and owing in this notice.

Bidders must present $5,000 per property by certified check payable to "Pullman & Comley, Trustee" on the day of the sale, and the winning bidder must pay the balance of the sale price within 5 days or forfeit that deposit and the property. Unless redeemed, the purchaser will take title "free and clear" six months after the auction except for certain encumbrances. Details at www.ctlaxsales.com.

PUBLIC NOTICES

CITY OF WATERBURY
FIRST BUDGET PUBLIC HEARING

At a Special Meeting of the Board of Aldermen held on Wednesday, April 1, 2026, the Board voted unanimously to set the First Budget Public Hearing on Monday, April 13, 2026, at 6:00 p.m. in the Aldermanic Chambers, 2nd Floor, 235 Grand Street, Waterbury, CT for the purpose of soliciting public input with respect to the Mayor's Proposed 2026-2027 Budget.

ATTEST:
Michael J. Dalton
City Clerk

PROPERTY AUCTION

The tax collector of the Town of Watertown has levied upon the following properties in Watertown and stated them for public auction to satisfy delinquent taxes and charges under C.G.S. § 12-157. Volume and page numbers refer to the Town's land records. Unless paid, these properties will be auctioned in "as is" condition at 10:00 a.m. on June 18, 2026 at the Watertown Town Hall at 61 Echo Lake Road.

222 Bidwell Hill Road (Volume 1712 Page 358) owned by Marilee F. Cecilicola, owing $12,434.87.

26 Cummings Avenue (Volume 759 Page 208) owner by Gary L. Jones, owing $13,745.44. Robert P. Henderson, MD, PC may have interests which will be extinguished by the sale.

35 Hubbell Avenue (First Parcel at Volume 2299 Page 290) owned by Gary Lamoureux, owing $17,186.53.

427 Riverside Street (Second Parcel at Volume 2299 Page 292) owned by Gary Lamoureux, owing $16,406.66.

75 Black Rock Road (Volume 110 Page 340) owned by Estate of Sally M. Harris; Melita H. Lucas, Jane A. Hill, and Robert W. K. Harris, owing $12,609.71. The Connecticut Office of the Probate Court Administrator; the Connecticut Department of Revenue Services; the United States Internal Revenue Service; and the surviving spouse and heirs of Sally M. Harris may have interests which will be extinguished by the sale.

57 Belden Street (Volume 1054 Page 28) owned by Frank E. Melvin IV and Leida Melvin, owing $14,507.56. FD Community Federal Credit Union may have interests which will be extinguished by the sale.

33 Hillcrest Avenue (Volume 2311 Page 119) owned by MJS Property Enterprise LLC, owing $13,396.26. Mortgage Electronic Registration Systems, Inc. and Loan Funder LLC, Series 63200 may have interests which will be extinguished by the sale.

150 Litchfield Road (Volume 2305 Page 98) owned by MJS Property Enterprise LLC, owing $7,944.57. Mortgage Electronic Registration Systems, Inc. and Loan Funder LLC, Series 62703 may have interests which will be extinguished by the sale.

120 Falls Avenue (Volume 1784 Page 286) owned by NFG LLC, owing $22,382.74.

163 Hollow Road (Volume 2161 Page 341) owned by Edson Reynolds or his Estate, owing $13,206.73. Edson Reynolds II or his Estate; Elizabeth Reynolds; Ann Sapienza; John Martin; Joseph Battaglia; Webster Bank, N.A.; the Connecticut Office of the Probate Court Administrator; the Connecticut Department of Revenue Services; the United States Internal Revenue Service; and the surviving spouse and heirs of Edson Reynolds may have interests which will be extinguished by the sale.

13 Rockdale Avenue (Volume 1928 Page 116) owned by Elizabeth Rodriguez, owing $10,516.40.

The dollar amounts listed are through the end of last month. Additional taxes, interest, fees, and other charges authorized by law accruing after the last day of the month immediately preceding this notice are owed in addition to the amount indicated as due and owing in this notice.

Bidders must present $5,000 per property by certified check payable to "Pullman & Comley, Trustee" on the day of the sale, and the winning bidder must pay the balance of the sale price within 5 days or forfeit that deposit and the property. Unless redeemed, the purchaser will take title "free and clear" six months after the auction except for certain encumbrances. Details at www.ctlaxsales.com.

PROPERTY AUCTION

The tax collector of the Lakeridge Tax District has levied upon 233 Ledge Drive in Torrington owned by Julie Crawford-Morrow and stated it for public auction to satisfy delinquent taxes and charges under C.G.S. § 12-157. The property is described at Volume 1440 Page 1037 of the Torrington land records and owes $9,810.37 through the end of last month. Additional taxes, interest, fees, and other charges authorized by law accruing after the last day of the month immediately preceding this notice are owed in addition to the amount indicated as due and owing in this notice.

Mortgage Research Center, LLC d/b/a Veterans United Home Loans and Mortgage Electronic Registration Systems, Inc. may claim interests which will be extinguished by the sale.

Unless paid, this property will be auctioned as "as is" condition at 1:00 p.m. on June 18, 2026 at the Lakeridge West Lodge at 811 Bury Mountain Road in Torrington. Bidders must present $5,000 in certified funds payable to "Pullman & Comley, Trustee" on the day of the sale, and the winning bidder must pay the balance of the sale price within 5 days or forfeit that deposit. Unless redeemed, the purchaser will take title "free and clear" six months after the auction except for certain encumbrances. Details at www.ctlaxsales.com.

PUBLIC NOTICE

Notice is hereby given that the Chesapeake Health District will hold a public hearing on its proposed Fiscal Year July 2026– June 2027 budget on Wednesday, April 22, 2026, at 5:00 p.m. at the Chesapeake Health District office, 1162 Highland Avenue, Suite 210, Cheshire, Connecticut. This hearing is being held in accordance with Section 19a-243 of the Connecticut General Statutes.

PUBLIC NOTICES

REQUEST FOR PROPOSAL

Sealed proposals will be received at the Office of the Purchasing Agent, City Hall, 140 Main Street, Room 208, Torrington, CT until 11:00 AM, May 8, 2026 for the following:

RFQ-RFP MTI-013-050626 MUNICIPAL TREE INVENTORY AND MANAGEMENT PLAN

Bidders must register on the City's website at www.torringtonct.gov to download the specification under "BIDS & RFPS". Those without internet access may call (860) 489-2225 to request the bid documents.

The City reserves the right to accept or reject any or all bids, or any portion thereof, to waive technicalities, to award the bid to a bidder other than the lowest bid, and to award the bid as will best serve the public interest.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER MBE's, WBE's, and SBE's ARE ENCOURAGED TO APPLY

Pennie Zucco
Purchasing Agent
4/6/2026

STATE OF CONNECTICUT SUPERIOR COURT JUVENILE MATTERS ORDER OF NOTICE

NOTICE TO: Justin Byers, DOB: 5/12/1994. Father of minor child born on 7/10/2011 in Waterbury, CT, to Dajaleana P. of Waterbury, CT.

The petition, whereby the court a decision can affect your parental rights, if any, regarding minor child(ren) will be heard on: 4/21/2026 at 3:00 PM at SCJM, 7 Kendrick Ave. 3rd Fl. Waterbury, CT, 06702.

Therefore, ORDERED, that notice of the hearing of this petition be given by publishing this Order of Notice once, immediately upon receipt, in the Republican American, a newspaper having a circulation in Waterbury, CT.

Hon. , Judge

Signed: , Admin Asst.

Signed:

RIGHT TO COUNSEL: Upon proof of inability to pay for the lawyer, the court will make sure that an attorney is provided to you by the Chief Public Defender. Requests for an attorney should be made immediately in person, by mail, or by fax at the court office where your hearing is to be held.

Tax Notice
Town of Sharon, CT

The Taxpayers of the Town of Sharon are hereby notified that the fourth installment of the Real Estate and Personal Property Tax on the Grand List of October 1, 2024 with a levy of 11.15 Mills is due and payable on April 1, 2026.

If the said installment is not paid on or before May 1, 2026, interest at a rate of one and one half percent (eighteen percent per year) for each month or fraction thereof with a minimum interest charge of $2.00 will be applied.

If payment of the first, second or third installments have not been made, then July 1, 2025, October 1, 2025, and January 1, 2026, interest at a rate of one and one half percent (eighteen percent per year) will be added for each month or fraction thereof, with a minimum interest charge of $2.00.

Taxes may be addressed to:

Tax Collector/PO Box 66/Sharon, CT 06069 OR:
In person or placed in the Town Hall Drop Box at 63 Main St OR:
Paid online at www.sharonct.gov.

Dated at Sharon, Connecticut this 23rd day of March 2026.
Donna Chesterson
Tax Collector for the Town of Sharon

LUNG FORCE unites women and their loved ones across the country to stand together against lung cancer and for lung health.

www.lung.org | 1-800-LUNGUSA

AMERICAN LUNG ASSOCIATION. LUNG FORCE

TOWN OF BEACON FALLS ITB #28-1: PROFESSIONAL AUDITING SERVICES

Beacon Falls is seeking bids from qualified respondents for professional annual audit services. Respondents must have demonstrated experience in completing similar work and adhere to standards and requirements. The opportunity must be accessed through the Town's e-procurement portal at https://bidnet.e-procurementhub.com/portal and must by all respondents prior to submission. Portal is also accessible through the Town's website at http://www.beaconfalls-ct.org/ and clicking the "Bids/RFPs/RFIs" button. It also can be accessed at https://portal.ct.gov/DAS/CTSource. An optional virtual pre-bid will be held on April 13, 2026 at 10am. All questions regarding the specifications must be directed within the portal by April 20, 2026 at 4pm. Late, e-mailed, faxed or in-person delivered bids will be rejected. Submission deadline is May 4, 2026 at 4pm. Each respondent shall honor their proposal for (90) business days from the date of electronic opening, without modification. Upon award, the winning respondent shall be bound by the proposal price throughout the contract period. Beacon Falls is an affirmative action, equal opportunity employer. The selected bidder must meet all municipal, state, and federal AA and EEO practice and requirements. MBEs/DBEs/WBEs/SBEs/VBEs/LGBTBEs are encouraged to apply. Beacon Falls reserves the right to reject any or all proposals, or waive defects in same, if it deems such to be in its best interest.

Waterbury, CT
(City of Waterbury)
Notice of Public Hearing

The City of Waterbury will hold a public hearing on Wednesday, April 29, 2026 at 2:30 PM at 189 Bank Street. The purpose of this hearing is to discuss the 2026 Neighborhood Assistance Act and to review proposals which will be submitted to the Board of Aldermen, for approval, once approved they will be submitted to the State of CT, Department of Revenue Services, for final approval. Applications are due electronically by Wednesday, May 13, 2026 @ 3:00 PM. Please send to attention: Steve Colon scolon@waterburyct.org.

How to Take a Pause From the Daily Grind

Stress affects just about everyone. The American Institute of Stress estimates 80 percent of adults in the United States experience stress on a regular basis. Worldwide, the World Health Organization reports that more than 75 percent of adults experience stress at some point in their lives.

Health woes, employment, politics, and negative news all can contribute to people feeling stressed. So can engaging in a daily routine that elicits the "Groundhog Day" effect, or when each day seems like a carbon copy of the one before. Finding ways to take a break from a daily routine can help individuals become happier and healthier.

Think ahead to new job

If work obligations are eating into personal time and responsibilities are growing exponentially, it might be time to seek a new path that offers a better work-life balance.

Focus on self-care

People need to dedicate time for activities that help them unwind, such as meditation, yoga, reading, or taking a walk outside. Just a few minutes of self-care each day can help. Individuals can incorporate some deep-breathing exercises into a lunch hour or use time after dinner to stroll the neighborhood with the dog or family to decompress.

Make time for hobbies

Individuals can treat hobbies and other interests just as they would personal or work obligations. Add time for hobbies to your daily calendar and assign them the same significance as work-related tasks.

Prioritize exercise

The Mayo Clinic says exercise can alleviate stress and release endorphins, which can improve mood and reduce anxiety. Exercise also can clear the brain by helping a person focus on movements instead of worries. Make exercise a non-negotiable component of daily life. Taking the stairs, walking to work or school, parking farther away from stores, or pacing lots and doing little bursts of activity several times a day can ensure exercise becomes part of the routine.

Utilize personal and sick time

Many people are letting their vacation and other personal days go to waste. A 2023 survey released by the human resources firm Sorbet found that 62 percent of American workers with personal time off (PTO) did not use it all. Plus, 3.5 percent did not take any time off the previous year. Fears of falling behind and pressures to appear dedicated are driving these behaviors. According to the invoicing company Skynova, the average American takes 11 days off from work a year while Europeans take 24 days. Using all personal time is definitely a way to take a break from the daily grind.

It is important to take breaks from routine to recharge and enjoy a different outlook on life.

CONNECTICUT
portal.ct.gov/DRS
(Rev. 02/26)

Department of Revenue Services

Municipality: Waterbury

Form NAA-01

2026 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services**.

Part I — General Information

Name of tax-exempt organization/municipal agency: Shekinah Christian Church

Address: 116 East Farm Street, Waterbury, CT 06704

Federal Employer Identification Number: 0 6 - 1 3 4 5 6 9 8

Program title: THE CROWN

Name of contact person: JOSE REYES

Telephone number: (203) 525-2811

Email address: shekinahadm@gmail.com

Total NAA funding requested ($250 minimum, $150,000 maximum): $ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☐ Yes ☒ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- [X] Energy conservation; **or**
- [ ] Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- [ ] Job training/education for unemployed persons aged 50 or over;
- [ ] Job training/education for persons with physical disabilities;
- [ ] Program serving low-income persons;
- [ ] Child care services;
- [ ] Establishment of a child day care facility;
- [ ] Open space acquisition fund; **or**
- [ ] Other (specify): _____

Description of program: _____

The Crown is a mixed-use, mixed-income redevelopment centered at 526 North Main Street that will operate as a critical neighborhood "hub" combining housing and commercial space for daycare services and a grocery store. The housing will support residents between the 30% and 120% of AMI. This program will directly and positively impact the historic 6-story,186,000 sq ft warehouse being rehab, creating a total of 92 affordable housing units and 2 units of commercial space. By focusing investment on this specific property the program supports neighborhood revitalization while promoting long-term affordability and economic stability for renters.

Need for program: _____

Waterbury's housing challenges are severe. The city's 115,902 residents have a median household income of just $51,886, and 45% are considered low-income with 24.7% living in poverty. Nearly half of renter households (49%) and nearly a third of homeowners (31%) are cost-burdened. Against that backdrop, 526 North Main represents exactly the kind of high-impact redevelopment the community needs; but at 4.3 acres and 186,620 square feet on a former industrial site, it requires significant predevelopment funding to move it from promising to shovel ready.

Neighborhood area to be served: _____

This project will serve the Crownbrook neighborhood, an area in Waterbury that has historically faced economic disinvestment and limited access to quality rental opportunities.

Plan to implement the program: _____

Shekinah Christian Church in collaboration with NEST (developer) will operate this program as a structured predevelopment workplan with clear milestones moving 526 North Main from early concept to construction ready. NEST will then lead procurement/management of the professional team (architecture/engineering and other predevelopment consultants) to complete site and context analysis, stakeholder engagement, early design concepts and options, infrastructure planning, sustainability/energy planning, cost estimating and feasibility work, and an approvals strategy.

Timetable:

Program start date: 11-01-2026
MM - DD - YYYY

Program completion date: 12-31-2027
MM - DD - YYYY

Post-project audit due date: 03-31-2028
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date. Additionally, the program completion date must not extend beyond December 31, 2028.

Any program receiving $25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information

Program Budget:

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested	$150,000.00
Other funding sources - itemized sources:	
a)	
b)	
c)	
d)	
Total Funding:	

Proposed Program Expenditures:

Direct operating expenses - itemized description:	
a) Arcitectural & Engineer Services	$150,000.00
b)	
c)	
d)	
Administrative expenses - itemized description:	
a)	
b)	
c)	
d)	
Total Proposed Expenditures:	

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____

_____

Mailing address: _____

_____

Name of municipal liaison: _____

Telephone number: _____

Fax number: _____

Email address: _____

Post-Project Audit

Is a post-project audit required for this proposal?

☐ Yes ☐ No

If **Yes**, date post-project audit due:

_____
Date

2026 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2026 Connecticut Neighborhood Assistance Act (NAA) Program Proposal.* Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

Part I — General Information

Enter the name of the tax-exempt organization or municipal agency, address, Federal Employer Identification Number, name, telephone number, and email address of the contact person.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II — Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Plan to Implement the Program: Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

Timetable: Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures.

Please note that the minimum NAA funding is $250, with a maximum funding of $150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed totalfunding.**

Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

Post-Project Audit: Any program receiving $25,000 or more in NAA funding is required to have a post-project audit prepared by a certified public accounting firm and submitted for certification, to the municipality overseeing the program, no later than three months after the program completion date. For further information on the post-project audit requirements, please refer to Conn. Gen. Stat. § 12-637a.

Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at **portal.ct.gov/DRS**. E-mail any questions to **NAAProgram@ct.gov** or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: June 10, 2026

To: Michael DiGiovancarlo, President, Board of Aldermen
Members, Board of Aldermen
Members, Financial Audit & Review Commission
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: **Independent Auditor's Audit Planning Communication with Those Charged with Governance dated June 5, 2026**

Enclosed is the "Audit Planning Communication with Those Charged with Governance" as provided by CliftonLarsonAllen, LLP who are performing an audit of the City's financial statements for the fiscal year ended June 30, 2026. This Audit Planning Communication is provided to ensure that there is a two-way communication established between the Independent Auditor and those charged with Governance as required by the Statement on Auditing Standard No. 114 entitled "The Auditor's Communication with Those Charged with Governance".

The objective of the financial statement audit is the expression of opinions as to whether the City's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

No action is required by the Board.

CliftonLarsonAllen LLP
29 South Main Street, 4th Floor
West Hartford, CT 06107

phone 860-561-4000 **fax** 860-521-9241
claconnect.com

June 5, 2026

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waterbury, Connecticut as of and for the year ended June 30, 2026. Professional standards require that we communicate to you the following information related to our audit. We will contact you to schedule a meeting to discuss this information since a two-way dialogue can provide valuable information for the audit process.

Our responsibility under Auditing Standards Generally Accepted in the United States of America, *Government Auditing Standards,* and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the Connecticut State Single Audit Act*

Financial statements, internal control, and compliance

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the Connecticut State Single Audit Act (State Single Audit). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Those standards also require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under U.S. GAAS and *Government Auditing Standards*.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

- Form and express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

- Plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

- Perform, as part of obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, tests of the entity's compliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our tests is not to provide an opinion on compliance with such provisions and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

- Provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

- Obtain an understanding of internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control over compliance that we identify during the audit that are required to be communicated.

- Plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance and the State Single Audit Act will always detect material noncompliance when it exists. Material noncompliance can arise from fraud or error and is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report.

- Perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal or state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit.

- Consider internal control over compliance with requirements that could have a direct and material effect on a major federal or state program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State Single Audit.

- Perform tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" and the "Compliance Supplement to the State Single Audit" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the entity's compliance with those requirements.

- Provide a report on internal control over compliance related to major programs and express an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal or state awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance and the State Single Audit.

- Communicate significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

- Communicate matters required by law, regulation, agreement, or other external requirements.

- Communicate circumstances that affect the form and content of the auditors' report.

Our audit of the financial statements does not relieve you or management of your responsibilities.

Supplementary information in relation to the financial statements as a whole

Our responsibility for the schedule of expenditures of federal awards (SEFA) and the Schedule of Expenditures of State Financial Assistance (SESFA) accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the SEFA and the SESFA in relation to the financial statements as a whole and to report on whether the SEFA and the SESFA are fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the SEFA and the SESFA to determine whether the SEFA and the SESFA complies with the requirements of the Uniform Guidance and the State Single Audit, respectively, the method of preparing the schedules has not changed from the prior period, and the SEFA and the SESFA is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the SEFA and the SESFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Because we were engaged to report on the supplementary information accompanying the financial statements, our responsibility for other supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the information to determine whether the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we will make certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We will compare the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we will not express an opinion or provide any assurance on the RSI.

Use of financial statements

Our auditors' opinions, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Other information included in annual reports

It is our understanding that our auditors' report will be included in your Annual Comprehensive Financial Report. Management is responsible for the preparation of other information included in your annual report and for providing such information to us in a timely manner, and if possible, prior to the date of our auditors' report. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinions on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If management refuses to correct a material misstatement of the other information, professional standards require us to communicate the matter to you. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exits, we are required to describe it in our report.

Planned scope and timing of the audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit of the financial statements will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters may be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of controls.

As a result of unexpected events, changes in conditions, or the audit evidence obtained from the results of audit procedures performed, we may need to modify the overall audit strategy and audit plan and, thereby, the resulting planned nature, timing, and extent of further audit procedures, based on the revised consideration of assessed risks.

We expect to begin our audit in July 2026 and issue our report in early December 2026.

Other planning matters

Recognizing the importance of two-way communication, we encourage you to provide us with information you consider relevant to the audit. This may include, but is not limited to, the following items:

- Your views about the following matters:
    - The appropriate person(s) in the entity's governance structure with whom we should communicate.
    - The allocation of responsibilities between those charged with governance and management.
    - The entity's objectives and strategies and the related business risks that may result in material misstatements.
    - Matters you believe warrant particular attention during the audit and any areas for which you request additional procedures to be undertaken.
    - Significant communications between the entity and regulators.
    - Other matters you believe are relevant to the audit of the financial statements.
- The attitudes, awareness, and actions of those charged with governance concerning (a) the entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control, and (b) the detection or the possibility of fraud.
- The actions of those charged with governance in response to developments in law, accounting standards, corporate governance practices, and other related matters, and the effects of such developments on, for example, the overall presentation, structure, and content of the financial statements, including the following:
    - The relevance, reliability, comparability, and understandability of the information presented in the financial statements.
    - Whether all required information has been included in the financial statements, and whether such information has been appropriately classified, aggregated or disaggregated, and presented.
- The actions of those charged with governance in response to previous communications with the auditor.
- Your understanding of the risks of fraud and the controls in place to prevent and detect fraud, including your views on the following matters:
    - The "tone at the top" conveyed by management.

- The risk that the entity's financial statements, schedule of expenditures of federal awards or schedule of expenditures of state financial assistance might be materially misstated due to fraud.
- Programs and controls that the entity has established to mitigate identified fraud risks or that otherwise help to prevent, deter, and detect fraud.
- How and how often you review the entity's policies on fraud prevention and detection.
- If a fraud hotline is in place, how it is monitored and how you are notified of allegations or concerns.
- How you exercise oversight of management's processes for identifying and responding to the risks of fraud and the programs and controls management has established to mitigate those risks.
- The risks of fraud at the entity, including any specific fraud risks the entity has identified or account balances, classes of transactions, or disclosures for which a risk of fraud may be likely to exist.
- Examples of fraud-related discussions management has had with you.
- Any actual or suspected fraud affecting the entity or its federal or state award programs that you are aware of, including measures taken to address the fraud.
- Any allegations of fraud or suspected fraud (e.g., received in communications from employees, former employees, grantors, regulators, or others) that you are aware of.
- Any knowledge of possible or actual policy violations or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Any accounting policies or procedures applied to smooth earnings, meet debt covenants, minimize taxes, or achieve budget, bonus, or other financial targets that you are aware of; and whether you are aware of any accounting policies that you consider aggressive.

- How you oversee the entity's (1) compliance with laws, regulations, and provisions of contracts and grant agreements, (2) policies relative to the prevention of noncompliance and illegal acts, and (3) use of directives (for example, a code of ethics) and periodic representations obtained from management-level employees about compliance with laws, regulations, and provisions of contracts and grant agreements.
- Whether you are aware of any noncompliance with laws, regulations, contracts, and grant agreements, including measures taken to address the noncompliance.

- If the entity uses a service organization, your knowledge of any fraud, noncompliance, or uncorrected misstatements affecting the entity's financial statements or federal or state award programs reported by the service organization or otherwise known to you.

* * *

This communication is intended solely for the information and use of the Honorable Mayor and Board of Aldermen and management of the City of Waterbury, Connecticut, Connecticut and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

CliftonLarsonAllen LLP



David Flint, CPA, MSA
Principal
860-570-6379
David.Flint@CLAconnect.com

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: June 11, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

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

From: Michael LeBlanc, Director of Finance MJL

Subject: Tax Abatement Agreement with Northwood Preservation, LLC

Kindly give favorable consideration by approving the attached Tax Abatement Agreement with prospective owner Northwood Preservation, LLC pursuant to City Code of Ordinances §32.16 and pursuant to C.G.S. §8-215.

In consideration of the proposed partial Tax Abatement structure, Northwood Preservation, LLC proposes to purchase Northwood Apartments, a 182-unit low-income housing complex located at 140 Northridge Drive from Northwood Apartments Ventures, LLC and invest in excess of $16,000,000 to rehabilitate and preserve the property.

Refer to Schedule B – Scope of Work describing what the $16,000,000 complex rehabilitation will consist of including interior improvements to all 182 units in addition to mechanical, exterior, security and site improvements.

The increased property value due to the completion of the proposed improvements would be fully abated and replaced with a formula-based calculation for determining the abated annual property taxes in each year of the 20-years provided for in the Agreement. In each year, the tax abatement will be reduced by an Operating Cost Adjustment Factor (OCAF) that provides for an increase in Federal rental assistance. The percentage increase in federal rental assistance will provide for an equivalent percentage increase in property taxes to be paid over the prior year. The property assessment exemption providing for the tax abatement would be reduced accordingly to provide for the reduced tax abatement. For each tax year during the Term, the real estate taxes due on the Property shall be no greater than $482,668 (the "Base Tax"), as increased annually by the OCAF adjustment. Examples are included in the Tax Abatement Agreement for the purpose of providing clarity.

Included in this submission is an Affordable Housing Preservation Update provided by L&M Development Partners on the Laurel Estates Apartments Project that is on track for full completion this summer. That rehabilitation and preservation project was similarly supported by the City with an OCAF structured 20-year tax abatement approved in January 2025.

TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF WATERBURY
AND NORTHWOOD PRESERVATION LLC

This AGREEMENT made this [ ] of [ ], 2026 (hereinafter the "Agreement") is by and between **THE CITY OF WATERBURY**, a municipal corporation organized and existing under the laws of the State of Connecticut with a principal place of business located at 235 Grand Street, Waterbury, Connecticut (hereinafter the "City"), and **NORTHWOOD PRESERVATION LLC**, a Connecticut limited liability company with a principal place of business located at 1865 Palmer Avenue, Second Floor, Larchmont, New York 10538 (hereinafter the "Prospective Owner"). Each of the City and the Prospective Owner is referred to in this Agreement as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Prospective Owner is the purchaser of a 182-unit low income housing complex known as Northwood Apartments, located at 140 Northridge Drive in Waterbury, Connecticut, having assessors ID 0085-0863-0001, as more particularly described on Schedule A hereto and made a part hereof, together with all improvements now existing or hereafter constructed thereon that are ancillary to, and for the maintenance and operation of the property or the exclusive use of residents of the units (e.g., community rooms, fitness facilities, maintenance facilities, leasing office) (hereinafter "Property") under a purchase and sale agreement with Northwood Apartment Ventures LLC, dated February 13, 2026.

WHEREAS, the Property is in need of rehabilitation;

WHEREAS, the Prospective Owner shall invest an amount in excess of $16,000,000.00 to rehabilitate the Property, including the improvements and repairs listed on Schedule B attached hereto and made a part hereof;

WHEREAS, the Prospective Owner will be aided or assisted by federal or state statutes, with financial assistance from the federal or state government, which financial assistance may be in the form of tax credits, reimbursements, or rental assistance contracts;

WHEREAS, rental of all 182 units referenced above (the "Units") will be subject to regulation or supervision of rents, charges or sale prices and methods of operation by a governmental agency under a regulatory agreement or other instrument that restricts occupancy of all or a portion of the housing to persons or families whose incomes do not exceed prescribed limits;

WHEREAS, during the Term (as defined in Section 3 below), the Prospective Owner will restrict rental of all of the Units to those persons or households with annual incomes, utilizing income averaging as permitted by Section 42 of the United States Internal Revenue Code (the "Code"), at or below 60% of the Area Median Income ("AMI") as determined annually by the United States Department of Housing and Urban Development ("HUD"), with such income requirement being referred to hereinafter as the "Affordability Requirement;"

WHEREAS, the City is empowered to grant a partial real property tax abatement for rental units used for low- and moderate-income persons or households under §32.16 of the City's Code of Ordinances, as amended, in accordance with the powers granted by Section 8-215 of the Connecticut General Statutes;

WHEREAS, the Prospective Owner is requesting that the City grant its request for a partial

abatement of real property taxes assessed on the Property, as such taxes may vary from year to year, for the purposes described herein, as such abatement is more particularly described in this Agreement;

WHEREAS, the City is willing to grant such abatement to the Prospective Owner in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual undertaking herein contained and other valuable consideration, the Parties hereby agree as follows:

The foregoing Recitals are incorporated herein as a part of this Agreement to which the Parties are bound.

1. For each tax year of the City during the Term, the real estate taxes due on the Property shall be no greater than $482,668 (the "Base Tax"), as increased annually by the so called OCAF adjustments described herein. The Base Tax plus the cumulative total of all OCAF adjustments made annually as described herein are called, for purposes of this Agreement, the "Annual Taxes". That portion of the actual annual City real estate tax bill calculated before abatement for the Property during the term of this Agreement that is greater than the Annual Taxes, as defined above, shall be abated by the City under the provisions of Conn. Gen. Statutes §8-215 and City Ordinance §32.16. This partial abatement shall be provided during the Term, subject to the provisions herein.

   The term "Operating Cost Adjustment Factor" ("OCAF") as used herein shall mean the Operating Cost Adjustment Factor used to determine rent adjustment for project-based assistance contracts issued under Section 8 of the United States Housing Act of 1937 and renewed under the Multifamily Assisted Housing Reform and Affordability Act of 1997 ("MAHRA") for eligible multifamily housing projects. OCAFs are annual factors used to adjust Section 8 rents renewed under MAHRA and are part of an allowable method of rent adjustment for project-based voucher contracts pursuant to the provisions at section 8(o)(13)(l) of the United States Housing Act of 1937 as implemented. The Property is currently subject to the OCAF rent adjustments issued by HUD to Connecticut annually under a Housing Assistance Payment contract with HUD, the "HAP Contract". The OCAF issued by HUD to Connecticut for use at the Property is the OCAF to be used to calculate tax increases as stated herein. It is a condition of this Agreement that at the time of closing of transfer of title of the Property to the Prospective Owner, the current owner of the Property ("Current Owner") shall assign the HAP Contract to the Prospective Owner, and the Prospective Owner will renew the HAP Contract with HUD at or before closing, which shall contain provisions for rental subsidy and OCAF adjustments for rent.

   The yearly increase in Annual Taxes will be calculated on each January 1st occurring during the Term of this Agreement ("Calculation Date"), by multiplying the unadjusted Operating Cost Adjustment Factor (OCAF) issued by HUD annually for Connecticut that was in effect as of the Calculation Date times the Annual Tax that was last calculated for the Property, then the product shall be added to the Annual Tax last calculated to get the increased Annual Tax for the Property, to be used in determining the tax abatement, if any, for the following July but payable in installments as allowed by the City. This calculation shall be done each year during the Term of this Agreement on the Calculation Date. For purposes of calculating the Annual Tax, the OCAF issued is actually in the form of a percentage increase over the prior year's selected operating cost as determined under HUD rules for multiple properties. Thus, by way of example, an OCAF issued to Connecticut by HUD of 6.5 shall be considered 6.5% for purposes of this calculation, unless HUD changes the method of adjusting project-based rents annually. For the avoidance of

confusion, assuming that the Commencement Date is September 1, 2026, the first adjustment of the Annual Tax would be calculated on January 1, 2027, using the OCAF in effect as of the Calculation Date, and would be used to calculate the Annual Tax to determine what part, if any, of the actual annual tax of July 1, 2027 is abated.

The term "in effect" as used in determining OCAF adjustments means the OCAF that was deemed by HUD effective for use by project-based properties in Connecticut for the period which includes the Calculation Date. The term "Annual Tax last calculated" as used in this Section means the Annual Tax as defined herein, that was the last calculated and last used to determine the partial abatement on the Property immediately prior to the calculation for the new Annual Tax. The term "Annual" as used in "Annual Tax" means the entire year's tax, and not simply an installment.

By way of example only, if the Calculation Date is January 1, 2028, and the OCAF issued to the State of Connecticut is 3.0, in effect as of the said Calculation Date, the new Annual Tax to be used to determine the tax abatement on the Property for July 1, 2028 would be the Annual Tax last calculated for the Property as of said Calculation Date as adjusted by the OCAF calculation herein. The Annual Tax last calculated, which hypothetically for purposes of this example is set at $482,668 (Base Tax) plus the hypothetical previous year's OCAF increase, which if at 6.5 would be 6.5% or 0.065 x $482,668, equaling $31,373 for an Annual Tax last calculated in the previous year for July 1, 2027, of $31,373 plus $482,668 which is $514,041. The Annual Tax used for July 1, 2028 would then be the Annual Tax last calculated of $514,041 (Annual Tax last calculated) plus the increase due to the hypothetical 3.0% OCAF in effect for the Calculation Date of January 1, 2028, which then would be .03 x $514,041 (the Annual Tax last calculated) equals $15,421, which is added to the Annual Tax last calculated of $514,041, producing a new Annual Tax for July 1, 2028 of $529,462 ($15,421 plus $514,041). This new Annual Tax would then be used to determine the tax abatement, if any, and the amount of the actual unabated July 2028 tax that is at or under the July 2028 Annual Tax would be payable in two equal installments on July 1, 2028 and January 1, 2029, or on any other billing dates for real estate tax bills required by the City as allowed under State law. Any portion of the actual annual tax bill, before abatement, due on the Property for July 1, 2028 that was over the Annual Tax of $529,462 would be abated by the City under the terms of this Agreement.

As a point of clarification for future tax years during the life of this Agreement, the Annual Tax used in the abatement shall continue to be calculated annually every January 1st by multiplying the OCAF factor as a percentage and the Annual Tax last calculated to get the new OCAF increase, which increase is then added to the Annual Tax last calculated. Thus, if the Annual Tax, for example, was being calculated on January 1, 2029 to determine the abatement for taxes due July 1, 2029, the Annual Tax last calculated as of the January 1, 2029 calculation date used would be the above Annual Tax for July of 2028 multiplied times the OCAF factor as a percentage effective on the said calculation date to get the OCAF increase for 2029. This product is then added to the Annual Tax last calculated (which is the July 2028 Annual Tax) to get the new July 2029 Annual Tax. That portion of the actual taxes due July 2029 that is above the new July 2029 Annual Tax calculated would be abated by the City. The Annual Tax is thus a cap on the actual taxes that would be due if not for the abatement applied using the Annual Tax calculated under the terms herein.

Nothing in this Agreement limits the City's ability to charge for statutory penalties and interest on delinquent tax payments due on the Property. Any tax delinquencies arising from this Section shall be subject to all collection and lien statutes applicable to municipal tax liens.

At any time during the Term of this Agreement, should the OCAF no longer be issued by HUD to Connecticut to be used as a factor in calculating rent increases, the successor or replacement statistical measure used by HUD for such purpose shall be used instead, and if no successor or replacement measure is available, then an equivalent measure of operating cost inflation of multifamily housing reasonably acceptable to the Parties shall be utilized.

2. During the entire Term of this Agreement, the Property will be assisted under federal and state statutes with financial assistance including: (a) federal rental subsidies as provided in the HAP Contract between the Current Owner and HUD, which will be assigned to the Prospective Owner at closing of the acquisition of the Property by the Prospective Owner, and the Prospective Owner shall assume the obligations of this Agreement (and the Prospective Owner will renew the HAP Contract with HUD allowing for rental subsidies and OCAF adjustments), including but not limited to any rent restrictions based on tenant income, or maximum rents allowed; (b) tax exempt bond financing provided by the Housing Authority of the City of Waterbury; and (c) federal low income housing tax credits pursuant to the Code. Simultaneously with the acquisition of the Property by the Prospective Owner and as required during the entire Term of this Agreement, the Property and the Prospective Owner will be subjected to the following agreements to be recorded in the land records of the City of Waterbury, all of which require the operation of the Property as low and moderate income housing: (a) an Extended Low Income Housing Commitment in favor of the Connecticut Housing Finance Authority ("CHFA"), (b) a Regulatory Agreement in favor of the Housing Authority of the City of Waterbury, and (c) a Section 8 Use Agreement in favor of HUD. The Prospective Owner or its assigns shall at all times be in material compliance with the terms of any CHFA or other government agencies agreements with the Prospective Owner or assigns concerning the Property, subject to any and all applicable notice and/or cure rights.

3. The term of this Agreement ("Term") shall be for a period of twenty (20) years, commencing on the date the Prospective Owner purchases the Property (the "Commencement Date"). The Prospective Owner shall purchase the Property on or by December 31, 2026. If the Property is not acquired by the Prospective Owner on or before December 31, 2026, the Prospective Owner is allowed an extension to acquire the Property until no further than April 30, 2027; provided, however, the City may only exercise its right to terminate this Agreement should the acquisition of the Property by the Prospective Owner not occur on or before April 30, 2027, time being of the essence, by providing written notice of termination to the Prospective Owner or assign in accordance with Section 15 of this Agreement.

4. No real property taxes on the Property, or interest or penalties arising therefrom, that accrued before the Commencement Date, shall be abated in any way pursuant to this Agreement. Further, the Parties agree that this Agreement and the tax abatement set forth in Section 1 hereof shall not be terminated or altered in the event that during the Term the Property becomes partially or totally vacant for the purpose of remediation, renovation or redevelopment, or other improvements or alterations to the Property are made, pursuant to this Agreement, or in connection with a casualty restoration or other rehabilitation or improvement approved by the City, provided that the use of the Property shall continue to be restricted to the use contemplated by this Agreement.

5. On or before October 31, 2028 ("Outside Date"), the Prospective Owner shall complete all capital improvements and repairs to the Property that are listed on Schedule B attached hereto and made a part hereof, and the Prospective Owner shall expend at least the amount of $16,000,000.00 for

direct and indirect costs on said improvements and repairs to the Property, including cost of materials, labor, equipment, permits, utilities, sales and use tax, architectural, legal and accounting costs (the "Required Improvements"). Such Outside Date for completion shall be extended to the extent any matters beyond the reasonable control of the Prospective Owner delay the Prospective Owner's progress toward completion of such capital improvements and repairs on a day-for-day basis but in no event later than February 28, 2029, time being of the essence, without the written consent of the City. The City shall receive in writing the reason for delay prior to October 31, 2028. The Outside Date to complete the Required Improvements can only be extended beyond February 28, 2029 with the written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, so long as 90% of the Required Improvements are completed by February 28, 2029, as determined by the project's Architect/Engineer, using AIA form G703, measuring completion against the schedule of values for the project, but in no event shall the date for completion of the Required Improvements go beyond April 30, 2029, time being of the essence. The Prospective Owner shall provide written evidence of such expenditures reasonably satisfactory to the City (for which an accountant-prepared report of expenditures shall be sufficient) within sixty (60) days following the Outside Date such that it proves that $16,000,000.00 in expenditures have been made on said capital improvements and repairs as stated herein. In addition, should the Required Improvements not be made by the Outside Date or if the required expenditures are found not to have been made by the Outside Date, this Agreement shall terminate upon written notice of termination from the City to the Prospective Owner or assign in accordance with Section 15 of this Agreement.

In addition, if the Property is not acquired by Prospective Owner on or before December 31, 2026, then the Outside Date shall be extended by the period from such date until the date the Property is acquired by Prospective Owner, provided that if Prospective Owner does not acquire the Property on or before April 30, 2027, this Agreement may be terminated by the City by written notice to Prospective Owner or assigns in accordance with Section 15 of this Agreement. This provision will not affect the other conditions for extension of the Outside Date, but will act as a separate condition for extension of the Outside Date through April 30, 2029.

As part of the duty to complete all capital improvements and repairs which are part of the Required Improvements to the Property, the Prospective Owner shall obtain any necessary permits and approvals from the City of Waterbury and complete all work done in conformance with State and local City Codes, Ordinances, Regulations, and Statutes, including but not limited to obtaining any Certificate of Occupancy or equivalent approval required for the use of the 182 residential apartment units and common areas on the Property on or by the Outside Date. The City shall have the right to inspect the Property upon notice to the manager at the Property or other designated individual operating the Property for the Prospective Owner to confirm that the Required Improvements have been completed. The City shall have the right to inspect the Property at any time during the Term of this Agreement at reasonable hours upon reasonable notice to the manager of the Property.

6. The Prospective Owner agrees that, throughout the Term, all Units will be exclusively occupied by persons or households who have been qualified under applicable laws and regulations as meeting the Affordability Requirement, as per the then-most current periodic calculation published by HUD. The Prospective Owner further agrees that all monies equal to the amount of the taxes abated pursuant to this Agreement shall be used exclusively for any one or more of the following purposes: (a) to reduce rents below the level that would be achieved in the absence of such abatement; (b) to improve the quality and design of the Units

or the remainder of the Property; (c) to effect occupancy of the Units by persons and families of income levels required under this Agreement; or (d) to provide necessary related facilities or services in such housing. The Parties acknowledge and agree that the requirement of the immediately prior sentence is met by the rents contemplated under this Agreement, as well as the investment in the Property required under Section 5 above.

7. The tax abatement described herein shall be effective as of the Commencement Date and shall continue thereafter for the Term, unless earlier terminated as provided in Section 8 below or elsewhere in this Agreement.

8. In addition to those sections of the Agreement expressly allowing termination, this Agreement may be terminated by the City if:

a. The Prospective Owner fails to provide all Units, other than temporarily vacant Units caused by tenant turnover or work being done on the Unit, to individuals or households who have been qualified under applicable laws and regulations as meeting the Affordability Requirement, and does not remedy such failure within thirty (30) days after receipt of notice of such failure or such longer period as is necessary to terminate the applicable tenancy pursuant to, and in conformance with, all laws and legal procedures applicable to termination of tenancies and eviction proceedings, which proceedings, if necessary to resolve the issue, must begin within thirty (30) days of discovering lack of compliance with the Affordability Requirement;

b. The Prospective Owner fails to make any City tax payment due on the Property, including the payments required herein in Section 1, by the due dates for real property taxes set by the City in accordance with Connecticut law, as extended by the statutory grace period allowed through the end of the month the payment is due, and which remains unpaid for sixty (60) days thereafter. Nothing in this Section will affect the City's ability to apply statutory interest to any statutory delinquency or to pursue collection methods and liens allowed by statute for delinquent municipal taxes. The additional sixty (60) days applies only to termination of this Agreement but does not extend the due date or grace period allowed on municipal taxes under state statutes.

c. Unless otherwise stated herein, the Prospective Owner is in material breach of any other provision of this Agreement, and has not reasonably cured such breach within sixty (60) days after written notice thereof; provided, however, that if the Prospective Owner's material breach is not capable of cure within said sixty (60) day cure period, then the Prospective Owner shall have up to an additional thirty (30) days to cure such material breach, provided the Prospective Owner is diligently pursuing cure of such material breach.

9. The Prospective Owner agrees to comply in all material respects with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.

10. During the Term, upon reasonable request from the City, the Prospective Owner shall (a) make such financial books and records relevant to the provisions of this Agreement available to the City to the extent reasonably necessary for the City to verify the Prospective Owner's compliance with the provisions of this Agreement. Such right shall extend to any individual or entity duly selected, hired or engaged by the City for the review, inspection, audit and reproduction of any documentation or portion thereof. The Prospective Owner shall maintain

such books and records in accordance with Generally Accepted Accounting Principles (GAAP).

11. This Agreement shall run with the land and shall remain in full force and effect with respect to the Property notwithstanding any sales, transfers or other conveyances of the Property. The Prospective Owner shall record a copy of this Agreement on the Waterbury Land Records. The Prospective Owner may not assign its rights and obligations under this Agreement without approval of the City, except assignments to lenders as collateral to secure Property financing, and to any subsequent owner of the Property ("Subsequent Owner") who enters into an assignment and assumption agreement with the City, the form of which is reasonably acceptable to the City (an "Approved Assignment and Assumption"). Upon each sale, transfer or other conveyance of the Property, each seller, transferor or conveyor of the Property, as the case may be, shall be relieved of any and all obligations arising on and after the date of sale, transfer or other conveyance, so long as the obligations of this Agreement shall be assumed by the buyer or transferee, in an Approved Assignment and Assumption, which Assignment and Assumption is subject to any board approval if required by City Ordinance, City Charter or State law. The City, at its option, may terminate this Agreement should it not receive an Approved Assignment and Assumption by the Subsequent Owner assuming all the terms of this Agreement substantially contemporaneously with the Property being conveyed.

12. This Agreement constitutes the entire agreement between the Parties, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile and .pdf copies of signatures shall be deemed original signatures.

13. This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles governing conflicts of laws. It is agreed by the Parties that if either Party commences suit, action or any other legal proceeding against the other, the venue shall be the State Superior Court for the Judicial District of Waterbury at Waterbury, Connecticut or the Federal District Court in New Haven, Connecticut.

14. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

15. Any notice required under this Agreement shall be in writing and given to the respective Parties as follows:

To the City:

City of Waterbury
235 Grand Street
Waterbury, CT 06702

With a copy to:

Finance Director
City of Waterbury

235 Grand Street
Waterbury, CT 06702

Corporation Counsel
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Email: Corpcounsel@waterburyct.org

To the Prospective Owner:

Northwood Preservation LLC
2 Park Avenue, 23rd Floor
New York, New York 10016
Attention: Jeff Moelis
Email: jmoelis@lmdp.com

With a copy to:
Northwood Preservation LLC
1865 Palmer Avenue, Second Floor
Larchmont, New York 10538
Attention: Adam Hellegers
Email: ahellegers@lmdp.com

16. Notices are deemed given when received and will be presumed received three (3) business days after they are sent by certified mail return receipt requested or one (1) business day after being sent by guaranteed overnight delivery by an internationally recognized courier. Email notice is valid, but the notifying Party bears the burden of proving receipt. For purposes hereof, a "business day" is a weekday that national banks are open for in-person business in the State of Connecticut.

17. The provisions of this Agreement are solely for the benefit of the Parties and shall not benefit any third parties.

18. The terms "including," "include" and "includes," as well as words of similar meaning as used in this Agreement mean "without limitation." The words "will" and "shall" are used interchangeably in this Agreement and shall mean the imposition of a mandatory requirement. As used in this Agreement, the singular shall include the plural and use of any gender shall mean the applicable gender as the context may require.

19. If any provision of this Agreement is void or unenforceable, such provision shall be modified automatically to the extent necessary to render it enforceable, or, if there is no modification that will render the provision enforceable, it will be deemed stricken, and the remainder of this Agreement may be enforced as written unless otherwise stated below in this Section 19. This Agreement shall not become effective until the Commencement Date. However, any term deemed material to this Agreement that fulfills the purposes of this Agreement that is made void or unenforceable and a replacement provision that corrects the issues with the voided provision cannot be reasonably agreed upon by the Parties then either Party can terminate this Agreement.

20. Should this Agreement terminate due to a default by the Prospective Owner or its assigns, in any material obligation, the City shall be paid all back taxes due on the Property from the Prospective Owner or assigns that would have been due and payable had it not been for the abatement provisions of this Agreement, from the date of violation until termination of this Agreement, unless this provision is waived by the City, which is within its sole discretion.

The term "material obligation" as used in this Section shall mean any obligation herein that is required to fulfill the purposes of this Agreement, including the obligation to complete the Required Improvements by the Outside Date or to pay the minimum of $16,000,000.00 for same by the Outside Date, or the obligation to maintain the Property in accordance with the Affordability Requirement or the obligation to pay taxes within time the periods specified herein, or the obligation to maintain the Property to state and local code or to HUD specifications, or other obligations, the violation of which cause the Property to no longer meet the Affordability Requirement or be HUD-subsidized for low and moderate income housing.

21. The prevailing Party in any litigation shall be awarded its reasonable attorneys' fees in pursuing the enforcement of this Agreement or defending against such enforcement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered
In the Presence of:

CITY OF WATERBURY

_____
Print

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

_____
Print

NORTHWOOD PRESERVATION LLC

By: _____
Adam Hellegers, its Authorized Signatory

_____
Print

_____
Print:

STATE OF CONNECTICUT)
) ss. WATERBURY
COUNTY OF NEW HAVEN)

On this the ___ day of _____, 2026 before me, the undersigned officer, personally appeared Paul K. Pernerewski, Jr., who acknowledged himself to be the Mayor of the City of Waterbury, a Connecticut municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

In witness whereof, I have hereunto set my hand.

_____
Commissioner of the Superior Court/Notary Public

My Commission Expires: _____

STATE OF _____)
) ss. _____
COUNTY OF _____)

On this the ___ day of _____, 2026 before me, the undersigned officer, personally appeared Adam Hellegers, who acknowledged himself to be the Authorized Signatory of Northwood Preservation LLC, a Connecticut limited liability company, and that he, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Signatory. In witness whereof, I have hereunto set my hand.

_____

Commissioner of the Superior Court/Notary Public
My Commission Expires: _____

Approved as to Form.

_____
Angela Juliani
Corporation Counsel

Schedule A
Property Description

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED PARTLY IN THE TOWN OF WATERURY, COUNTY OF NEW HAVEN, STATE OF CONNECTICUT AND PARTLY SITUATED IN THE TOWN OF WATERTOWN, COUNTY OF LITCHFIELD, STATE OF CONNECTICUT BEING SHOWN ON A SURVEY ENTITLED "ALTA/ACSM LAND TITLE SURVEY, for NORTHWOOD APARTMENTS, FHA PROJECT NO. 017-11115, NORTHRIDGE DRIVE, WATERBURY, SCALE 1"=40', DATE SEPTEMBER 12, 1995, REVISED APRIL 1, 2009, LAST REVISED AUGUST 19, 2009 KJA FILE NO.: 53-164" PREPARED BY KRATZERT,JONES & ASSOCIATES,INC." being more particularly bounded and described as follows:

Beginning at a point, being the POINT OF BEGINNING said point located along the westerly street line of Brookside Road, at the northeast corner of land N/F J&J Pelletier and located at the southeast corner of parcel herein described; thence N80°13'18"W, a distance of 6.96 feet; thence N79°30'18"W, a distance of 431.77 feet; thence N64°01'41"W, a distance of 270.95 feet; thence N64°55'12"W, a distance of 394.03 feet; said courses bounded southerly by land N/F J&J Pelletier and Frank Perrotti, Jr.; thence N54°37'12"E, a distance of 303.91 feet; thence N53°23'48"W, a distance of 674.09 feet; thence N50°31'16"W, a distance of 43.08 feet, said courses bounded westerly and southerly by land N/F Tinman Realty Limited Partnership; thence N13°59'49"W, a distance of 115.12 feet; thence N16°15'35"E, a distance of 252.20 feet; said courses bounded westerly by land N/F Decap Ass. , LLC; thence S64°31'00"E, a distance of 209.45 feet, thence N66°05'50"E, a distance of 131.73 feet; thence S64°31'00"E, a distance of 748.02 feet; thence S59°59'42"E, a distance of 169.57 feet; thence N15°00'58"E, a distance of 161.49 feet; said courses bounded northerly by MEADOW CREST Lots 20, 21, 55, 54, 53, 52 and westerly by Lot 51; thence S86°45'23"E, a distance of 113.08 feet, said course bounded northwesterly by Lot 51 and land N/F VICTOR & MARILYN KAZIAUSKAS; thence S04°39'02"E, a distance of 204.24 feet; thence S54°44'35"E, a distance of 245.37 feet; said courses bounded northeasterly by land N/F ELINOR Y. ARNAUSKAS; thence S24°27'00"W, a distance of 117.00 feet, thence continue southwesterly along said line, a distance of 118.88 feet; thence S61°35'22"E, a distance of 274.88 feet; thence S61°35'22"E, a distance of 15.44 feet; said courses bounded easterly and northerly by land N/F JOHN STASKEVICIUS AND KATHLEEN MICHAUD; thence southerly, a distance of 14.14 feet along a non tangent curve to the left of which the radius point lies S78°36'11"E a radius of 225.00 feet, and having a central angle of 03°35'58"; said course along the westerly street line of Colonial Avenue; thence N76°13'14"W, a distance of 2.33 feet; thence westerly, a distance of 125.88 feet along a non tangent curve to the left of which the radius point lies S22°58'04"W a radius of 175.00 feet, and having a central angle of 41°12'55"; thence S71°45'09"W, a distance of 171.13 feet; thence northwesterly, a distance of 194.63 feet along a curve to the right having a radius of 125.00 feet and a central angle of 89°12'50"; thence N19°02'01"W, a distance of 137.49 feet; thence northwesterly, a distance of 278.76 feet along a curve to the left having a radius of 437.28 feet and a central angle of 36°31'31"; thence westerly, a distance of 123.72 feet along a non tangent curve to the left of which the radius point lies S34°26'27"W a radius of 201.33 feet, and having a central angle of 35°12'32", thence S89°13'55"W, a distance of 107.05 feet; thence westerly, a distance of 73.04 feet along a curve to the right having a radius of 222.21 feet and a central angle of 18°50'00"; thence N71°56'05"W, a distance of 140.00 feet; thence northwesterly, a distance of 151.26 feet along a curve to the right having a radius of 502.42 feet and a central angle of 17°15'00"; thence N54°41'04"W, a distance of 100.31 feet, thence northwesterly, a distance of 14.46 feet along a curve to the right having a radius of 20.00 feet and a central angle of 41°24'44", thence westerly, a distance of 91.74 feet along a non tangent curve to the left of which the radius point lies S76°43'28"W a radius of 40.00 feet, and having a central angle of 131°24'44", thence southeasterly, a distance of 91.75 feet along a curve to the left of a radius of 40.00 feet, and having a central angle of 131°24'44"; thence

easterly, a distance of 14.46 feet along a reverse curve to the right having a radius of 20.00 feet and a central angle of 41°24'44"; thence S54°41'04"E, a distance of 100.31 feet; thence southeasterly, a distance of 166.32 feet along a curve to the left of a radius of 552.42 feet, and having a central angle of 17°15'00"; thence S71°56'05"E, a distance of 140.00 feet; thence easterly, a distance of 89.48 feet along a curve to the left of a radius of 272.21 feet, and having a central angle of 18°50'00"; thence N89°13'55"E, a distance of 107.05 feet; thence easterly, a distance of 92.99 feet along a curve to the right of a radius of 151.33 feet, and having a central angle of 35°12'31"; thence southeasterly, a distance of 246.89 feet along a compound curve to the right having a radius of 387.28 feet and a central angle of 36°31'31"; thence S19°02'01"E, a distance of 137.49 feet; thence southeasterly, a distance of 272.49 feet along a curve to the left having a radius of 175.00 feet and a central angle of 89°12'50"; thence N71°45'09"E, a distance of 171.13 feet; thence easterly, a distance of 89.70 feet along a curve to the right having a radius of 125.00 feet and a central angle of 41°06'59"; thence southeasterly, a distance of 24.67 feet along a compound curve to the right having a radius of 30.86 feet and a central angle of 45°48'40"; above courses bounded by the street lines of Northridge Drive; thence southwesterly, a distance of 172.91 feet along a non tangent curve to the right of which the radius point lies N78°15'32"W a radius of 150.00 feet, and having a central angle of 66°02'54"; thence southwesterly, a distance of 142.26 feet along a reverse curve to the left having a radius of 325.00 feet and a central angle of 25°04'47"; thence S52°42'34"W, a distance of 43.46 feet; thence along a curve to the left, of which the radius point lies S37°17'25"E, a radial distance of 450.00 feet; southwesterly along the arc, through a central angle of 10°20'08", a distance of 81.18 feet; said courses bounded by the westerly street line of Brookside Road. The last point is at the point of beginning.

Schedule B
Scope of Work

The Building rehabilitation will include the below.[1]
Remove all Hazardous Materials

- Remove all required asbestos and lead paint, to the extent either or both are detected

Interior Improvements to all 182 units

- Kitchen upgrades include: New countertops, sinks and faucets, Energy Star-rated appliances, and cabinets
- Bathroom upgrades include: Reglazed tubs, improved tub surrounds and shower plumbing trim kits, vanity tops and faucets, toilets, medicine cabinets and flooring
- Other upgrades include: New light fixtures, thermostats, painting throughout, accessibility upgrades, with 19 units to meet Uniform Federal Accessibility Standards, and an additional four units planned to be hearing/visually impaired units, as well as new LVT flooring in living rooms and bedrooms

Mechanical System Improvements

- New boilers
- New hot water heaters

Exterior Improvements

- New windows
- New roof
- Repairs to gutters and downspouts
- Repairs to siding
- Existing masonry to be cleaned and repointed as required

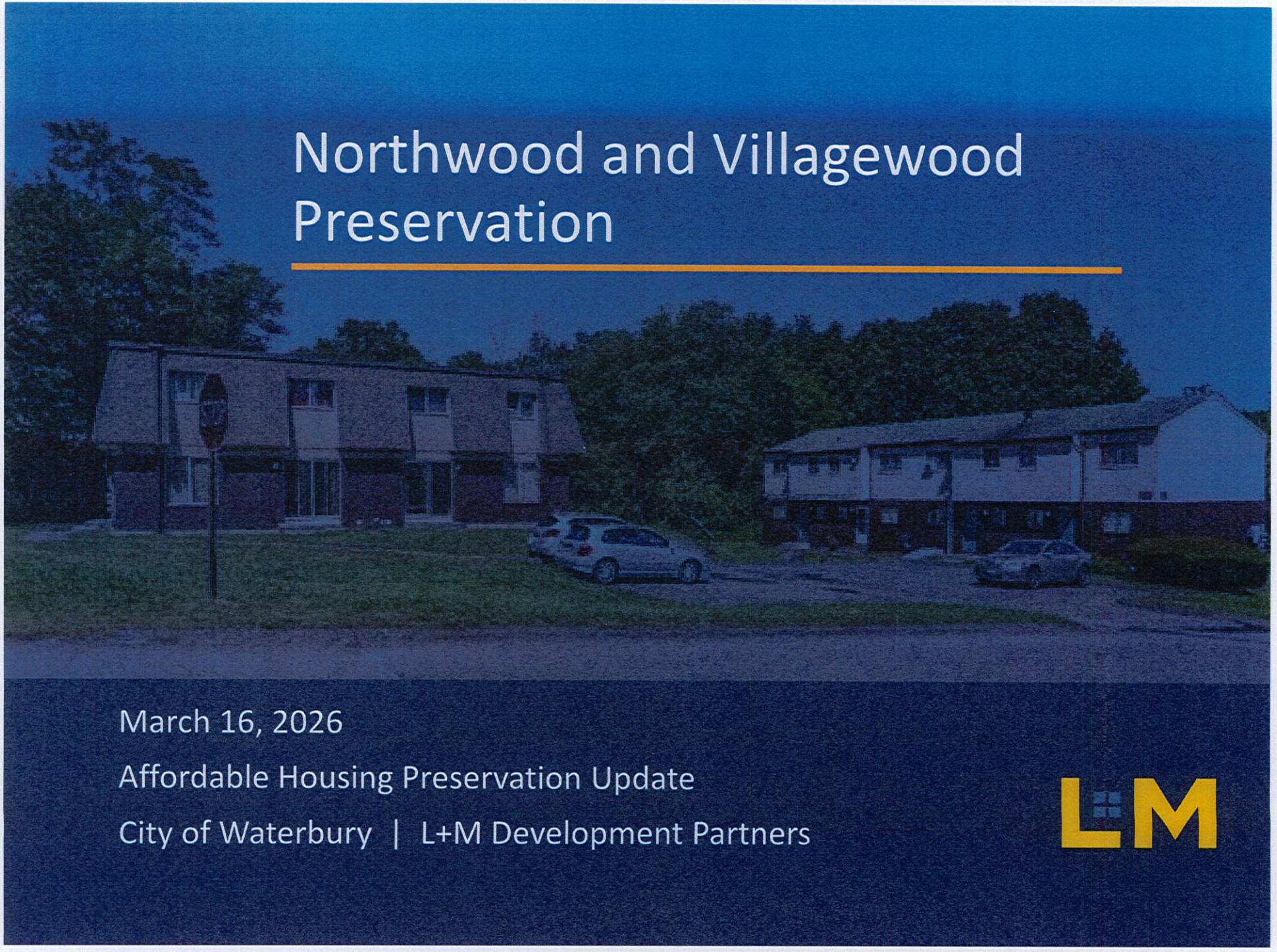
Security

- Addition of new security cameras and CCTV

Site Improvements

- Addition of dumpster pads and enclosures, repaving, accessibility upgrades, new site signage and lighting, management office upgrades

[1] Actual work will be subject to the requirements of tenants and on-site conditions, as well as permits and approvals for the work.



Northwood and Villagewood Preservation

March 16, 2026

Affordable Housing Preservation Update

City of Waterbury | L+M Development Partners

L+M Development Partners Overview

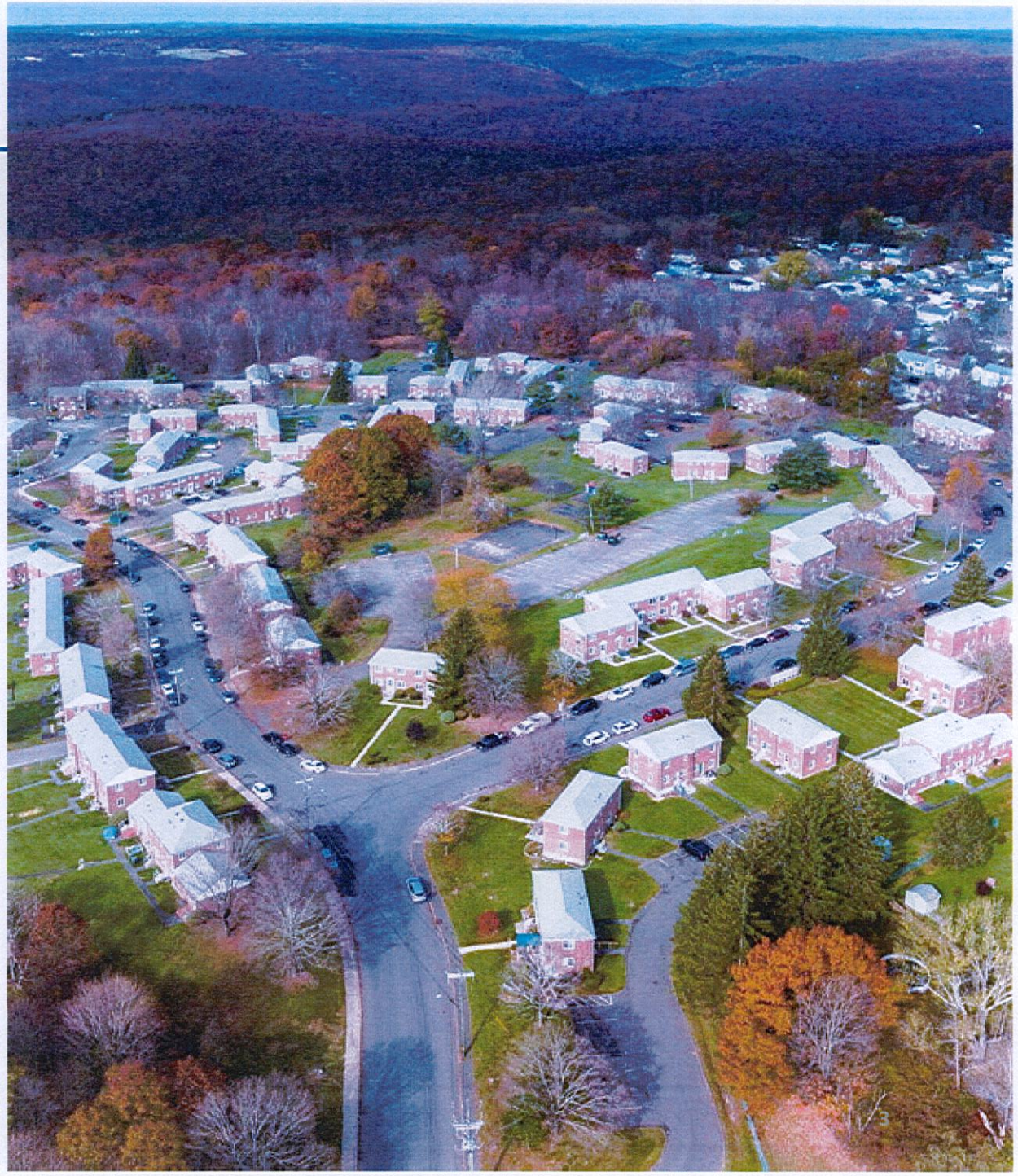
- Founded in 1984, L+M Development Partners (LMDP) is an impact-driven, vertically integrated top-tier firm with expertise in acquiring, developing, building, and managing workforce, affordable, mixed-income, and market-rate housing.
- Guided by a double bottom line philosophy, combining successful developments with a commitment to corporate social responsibility, philanthropic efforts, and enhanced community opportunities.
- Owner-operator with 500+ professionals and responsible for approximately $20 billion in investment, development, and construction.
- Created or preserved over 57,000 high-quality residential units in New York's tristate area, Washington D.C., the West Coast, Sunbelt, Gulf Coast, and Midwest regions and more than 1.3 million square feet of retail and community facility space.







Laurel Estates Update



Laurel Estates
Waterbury, CT

UNITS
276; 67 buildings

AMENITIES
Brand new community center with gym, management offices, tenant lounge, and computer center

FINANCIAL PARTNERS
Waterbury Housing Authority, Connecticut Housing Finance Authority (CHFA), Berkadia, Freddie Mac, Webster Bank, Raymond James

SOURCES OF FUNDING
Tax-Exempt Bonds, 4% Low-Income Housing Tax Credits, Equity Bridge Loan

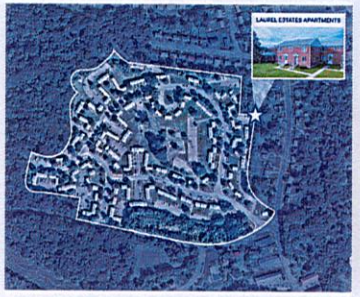
ARCHITECT
Inglese Architecture & Engineering

PROPERTY MANAGER
Winn

PROJECT SUMMARY
Laurel Estates Apartments is a 276-unit affordable apartment community in Waterbury, CT. The property has 67 residential buildings across 39 acres. It is 100% affordable and benefits from a Section 8 contract covering the entire property.

The substantial renovation includes upgraded kitchens with quartz countertops, new cabinetry, and stainless-steel appliances; improved bathrooms with new vanities and plumbing fixtures; new flooring; energy star lighting fixtures; and new windows. The renovation also includes a brand-new community building and the conversion of a maintenance building to residential. These additions unlocked the creation of two new affordable residential units. **The rehabilitation was made possible by support from the City of Waterbury, CT, which facilitated a tax stabilization agreement that allowed increased investment and services to residents.**







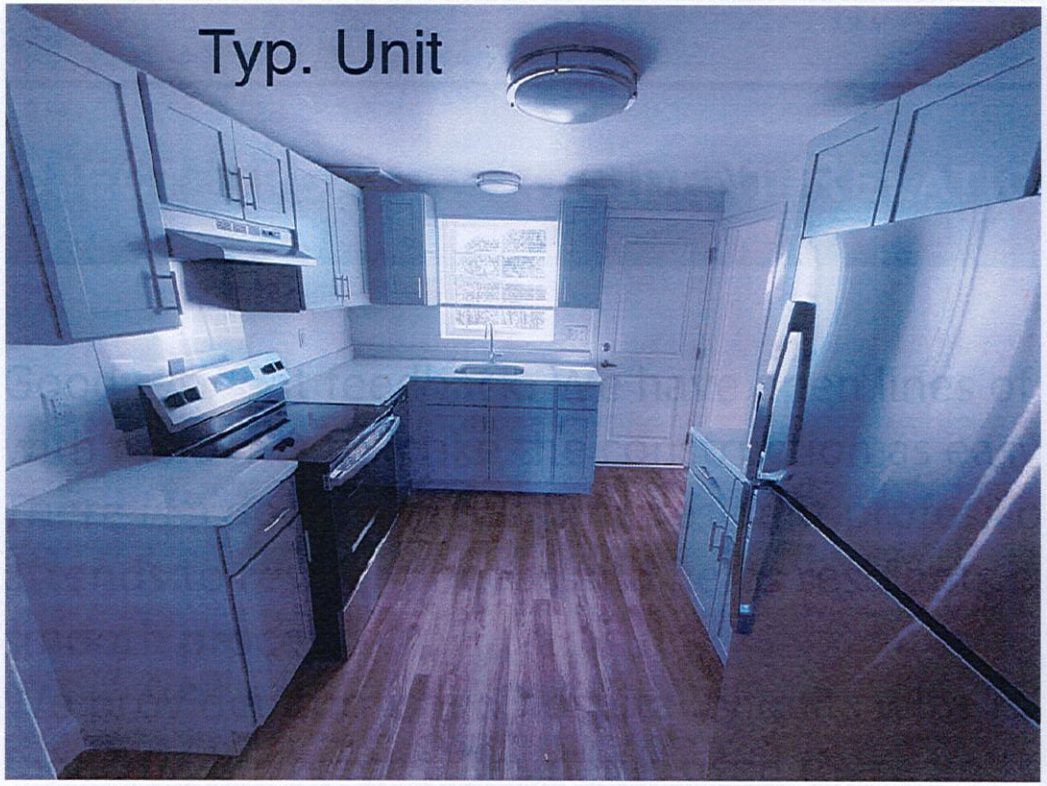
Project Update - Renovations

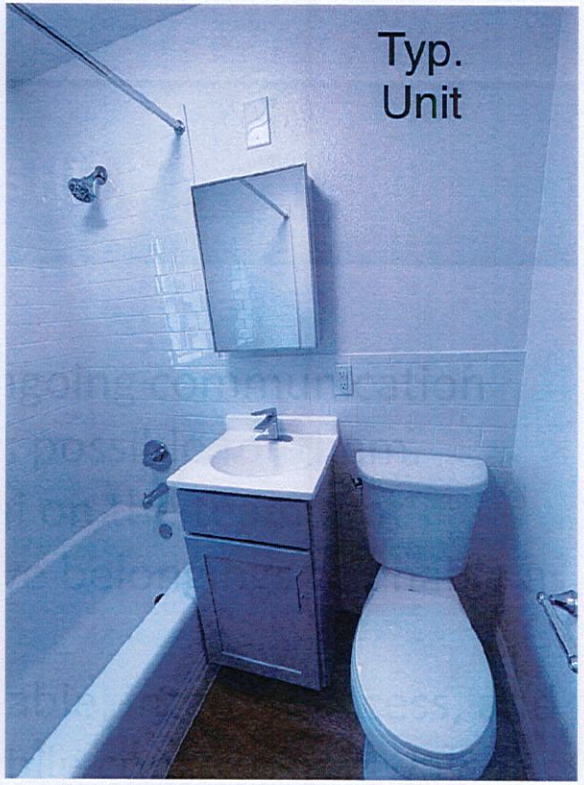
- The project is moving along faster than expected, on time and on budget
- 4 months ahead of schedule
- 80% overall project completion
  - 98% complete with unit renovations
  - 50% complete with the new community building
- Project will be fully complete by summer 2026

PROJECT UPDATE - RESIDENT RELATIONSHIPS

- Good resident feedback. We have open lines of ongoing communication with residents to make the construction as easy as possible for them.
- There is a dedicated full-time resident professional on the team that attends to resident needs and helps residents move belongings to enable a smooth process.
- We provided furnished hospitality units with TV, cable, internet access, and food and beverages. Residents used these units while construction was occurring during the daytime in their unit. All items provided free of charge to residents.
- The hospitality unit furnishings are being donated to residents with great needs. This includes elderly and disabled residents as well as single parents and those with poor furniture conditions who truly can't afford new furniture.

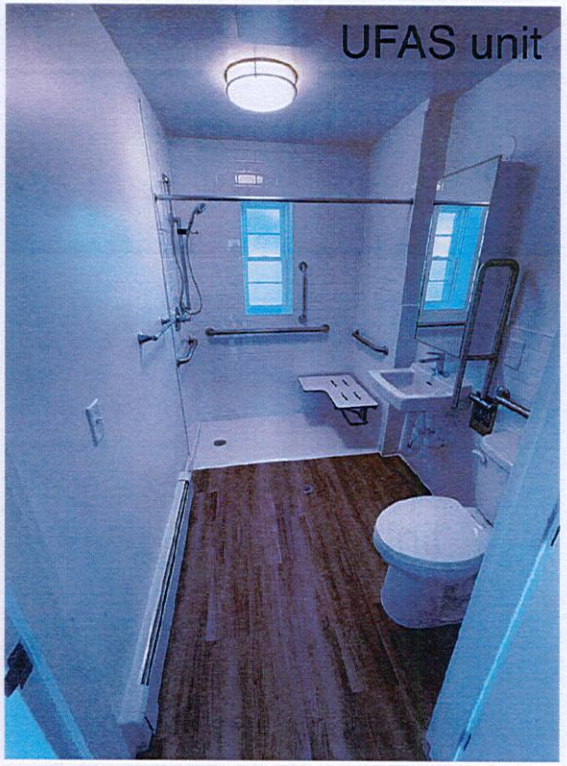
Progress Photos - Typical Unit





PROGRESS PHOTOS - ADA/UFAS UNIT



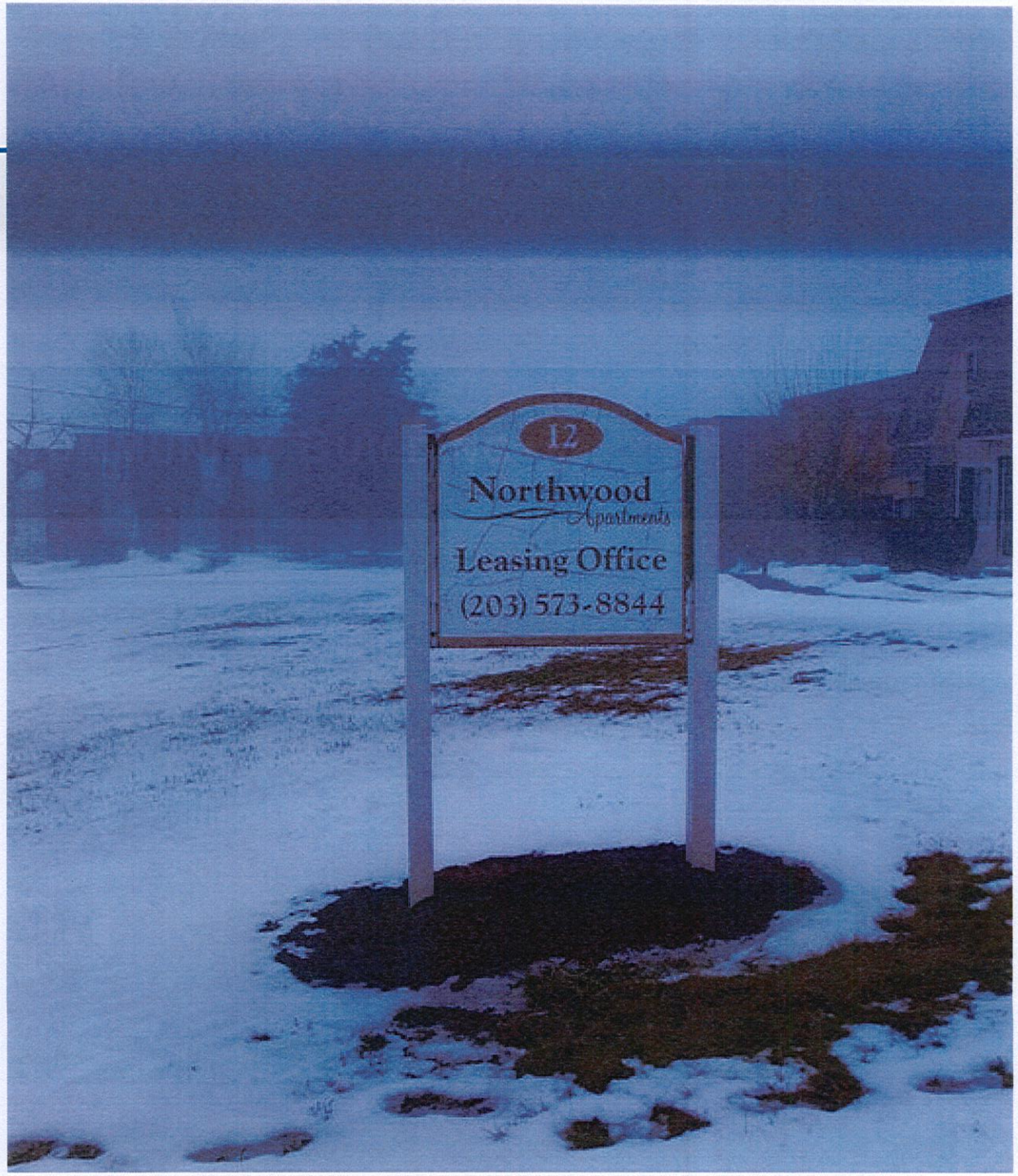


Progress Photos - Community Building





Northwood and Villagewood Update



Preservation Opportunity

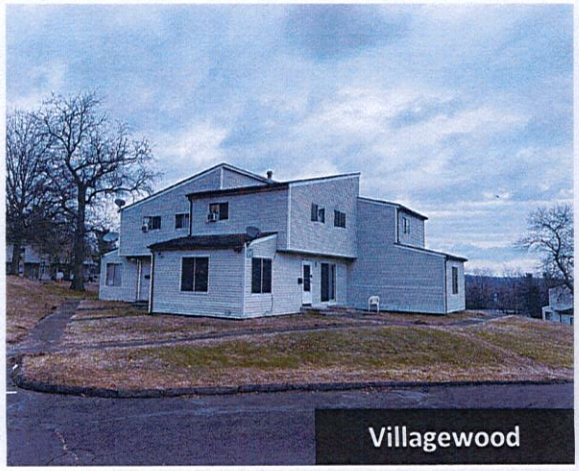
	Northwood Apartments	Villagewood Apartments
Address	140 Northridge Drive	10 Village Wood Drive
Year Built	1968	1975
2BR Units	118	132
3BR Units	64	32
Total Units	**182**	**164**

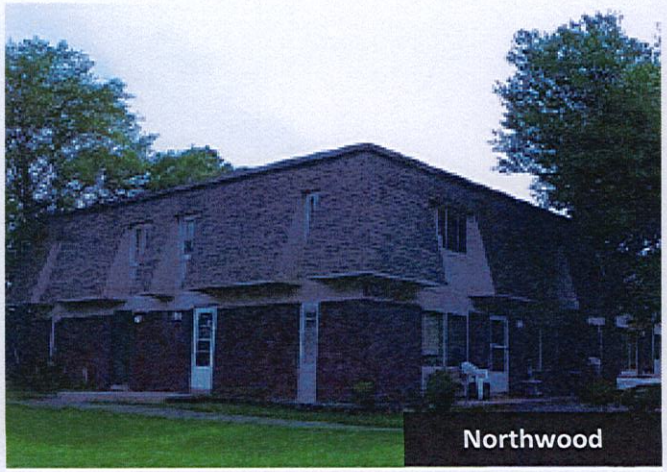
- **Preserve Affordability**: All units will be in the LIHTC program and restricted to low-income (on average 60% AMI and below) families under CHFA Regulatory Agreements.
- **Proposed Transaction Structure**:
  - Each site will be structured as a separate LIHTC transaction.
  - 2026 Tax-Exempt Bonds issued by the Waterbury Housing Authority.
  - Conduit Freddie Mac transactions.
  - CHFA 4% Low-Income Housing Tax Credit Allocation.
  - Target closings in Q3 2026. 18-month construction schedule.

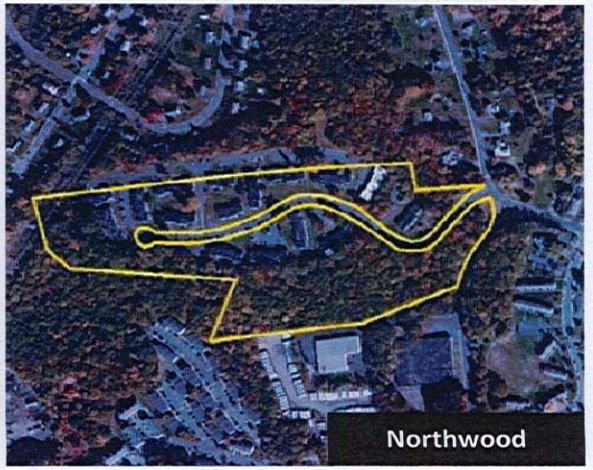
Redevelopment Plan

- Extensive renovation scope of approximately $90,000/unit is planned to upgrade each community for a total of $16mm at Northwood and $14mm at Villagewood.
- Financing plan includes low-income housing tax credits that will ensure the long-term affordability for low-income residents.


Villagewood


Villagewood


Northwood

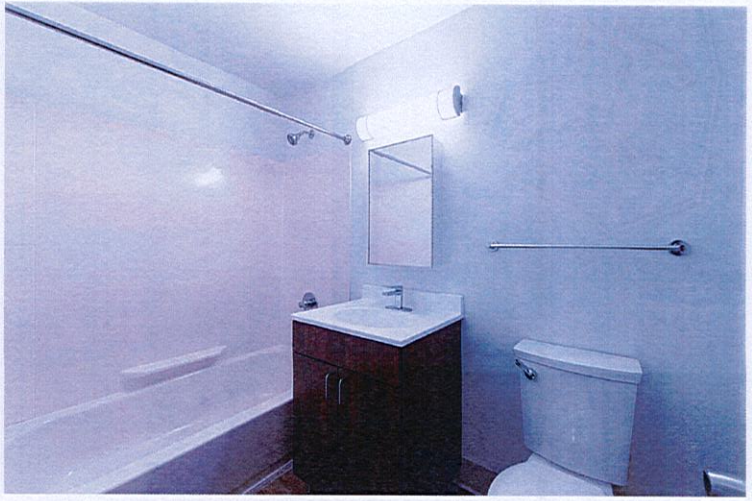

Northwood

Scope of Capital Improvements

Substantial rehabilitation of the property will involve interior apartment work as well as exterior repairs.

- **Apartments Interiors:** upgraded kitchens, upgraded bathrooms (new low flow toilets and shower fixtures, vanities, tub surrounds), LED lighting, flooring, and windows.
- **ADA:** Increase ADA accessible units and path of travel to meet current standards.
- **Building Upgrade/Sustainability:** new roofs, efficient windows, gutters and downspouts, water saving devices, doors, LED lighting, smoke detectors, and signage.
- **Exterior/Site:** site lighting, security cameras, sewer/plumbing repairs, improved landscaping, siding/brick pointing, signage, and repaired sidewalks, walkways, and parking.





Tenant In-Place Rehabilitation & Accessibility Upgrades

- The apartment renovations will be scheduled to allow for residents to remain in their apartments while work is being done, saving them the inconvenience of having to temporarily relocate.
- The team has completed more than 15,000 tenant in-place renovations. A dedicated professional team will be engaged to lead constant communication between and amongst the residents, management, and the general contractor. The team will have meetings and discussions long before and during the renovations.
- Several vacant units will be used as hospitality suites for households to use during the day for those that do not want to remain in their apartments while work is on-going.
- Significant upgrades are planned to make the property more accessible. This includes exterior work to make the campus more accessible (i.e., ramps, handicap parking).
- While standard apartment renovations are typically completed in 7-10 days, ADA apartments will be completed in approximately 4 weeks. ADA households will be relocated to vacant units on site.
- All logistics and expenses associated with any moves will be the responsibility of the sponsor team.

Representative Enhanced Resident Services

Resident Programs

- Physical fitness programs
- Financial Literacy
- Education / Computer Learning Programs
- Arts & Crafts
- Community Events

Medical Services

- Health Screenings with Medical Professionals
- Liaison with Healthcare Providers
- Vaccinations
- Medication Self-Management
- Chronic Disease Management

Project Timeline and Financing Requests

Project Timeline

- **Finalize Financing Structure:** March 2026
- **CHFA LIHTC Application Submission:** March 2026
- **CHFA LIHTC Reservation:** June 2026
- **Resident Engagement Start:** June 2026
- **Closing:** August 2026
- **Construction Completion:** February 2028

Financing Requests

1. **Tax-Exempt Bonds $38mm issued by the Waterbury Housing Authority**
   - **Northwood: $21mm**
   - **Villagewood: $17mm**
2. **Tax Stabilization Agreements (structured like Laurel Estates)**

Tax Stabilization Request

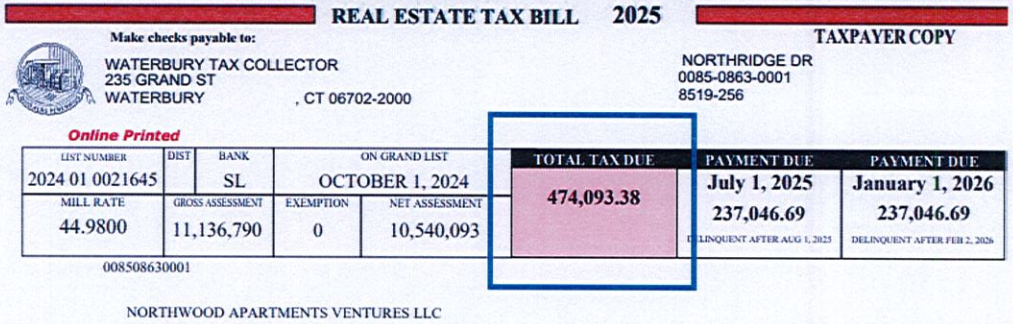
We respectfully request tax stabilization agreements structured like that for Laurel Estate. This would:

- Provide certainty, enabling the 100% affordable, income-restricted property with a vulnerable population to have predictable property taxes, which is a major operating expense.
- Increase funds allocated towards property renovations instead of significant tax reserves that may be required from financing partners.
- Yield more favorable financing terms from lenders and low-income housing tax credit (LIHTC) investors, allowing more funds to be invested in the property renovations.
- **We propose setting base taxes equal to the latest year's taxes and fixing annual property tax increases to the HUD-published Operating Cost Adjustment Factor (OCAF) for 20 years.**
- **We are <u>not</u> requesting tax reductions.**

Tax Stabilization Request - Northwood

Current Taxes:

$474,093



REAL ESTATE TAX BILL 2025

TAXPAYER COPY

Make checks payable to:

WATERBURY TAX COLLECTOR
235 GRAND ST
WATERBURY , CT 06702-2000

NORTHRIDGE DR
0085-0863-0001
8519-256

Online Printed

LIST NUMBER	DIST	BANK	ON GRAND LIST	TOTAL TAX DUE	PAYMENT DUE	PAYMENT DUE
2024 01 0021645		SL	OCTOBER 1, 2024	474,093.38	July 1, 2025	January 1, 2026
MILL RATE	GROSS ASSESSMENT	EXEMPTION	NET ASSESSMENT		237,046.69	237,046.69
44.9800	11,136,790	0	10,540,093		DELINQUENT AFTER AUG 1, 2025	DELINQUENT AFTER FEB 2, 2026

008508630001

NORTHWOOD APARTMENTS VENTURES LLC

Historical Connecticut HUD OCAF	
2026	4.3%
2025	3.0%
2024	7.1%
2023	6.1%
2022	2.9%
2021	2.6%
2020	2.5%
2019	3.1%
2018	2.2%
2017	1.1%
10-Year Avg: 3.5%	

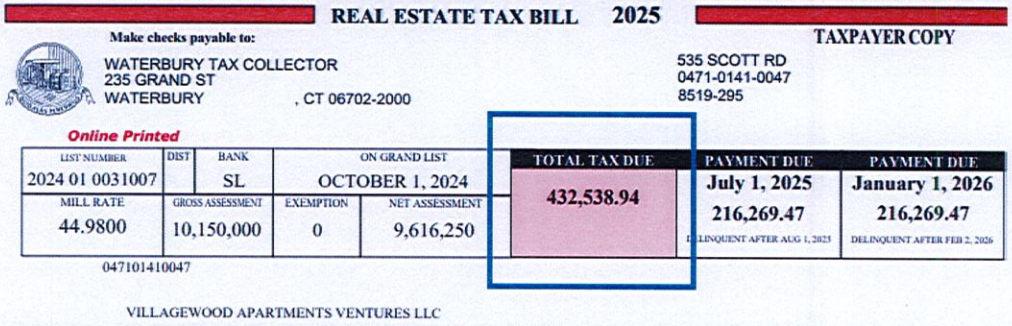
Year	Taxes Trended at 3.5%
Year 1 (2026-2027)	$474,093
Year 2 (2027-2028)	$490,687
Year 3 (2028-2029)	$507,861
Year 4 (2029-2030)	$525,636

Source: HUD

Tax Stabilization Request - Villagewood

Taxes:

$432,539



REAL ESTATE TAX BILL 2025

TAXPAYER COPY

Make checks payable to:

WATERBURY TAX COLLECTOR
235 GRAND ST
WATERBURY , CT 06702-2000

535 SCOTT RD
0471-0141-0047
8519-295

Online Printed

LIST NUMBER	DIST	BANK	ON GRAND LIST	TOTAL TAX DUE	PAYMENT DUE	PAYMENT DUE
2024 01 0031007		SL	OCTOBER 1, 2024	432,538.94	July 1, 2025	January 1, 2026
MILL RATE	GROSS ASSESSMENT	EXEMPTION	NET ASSESSMENT		216,269.47	216,269.47
44.9800	10,150,000	0	9,616,250		DELINQUENT AFTER AUG 1, 2025	DELINQUENT AFTER FEB 2, 2026

047101410047

VILLAGEWOOD APARTMENTS VENTURES LLC

Historical Connecticut HUD OCAF	
2026	4.3%
2025	3.0%
2024	7.1%
2023	6.1%
2022	2.9%
2021	2.6%
2020	2.5%
2019	3.1%
2018	2.2%
2017	1.1%
10-Year Avg: 3.5%	

Year	Taxes Trended at 3.5%
Year 1 (2026-2027)	$432,539
Year 2 (2027-2028)	$447,678
Year 3 (2028-2029)	$463,347
Year 4 (2029-2030)	$479,564

Source: HUD

Q&A



OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: June 11, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

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

From: Michael LeBlanc, Director of Finance MJL

Subject: Tax Abatement Agreement with Villagewood Preservation, LLC

Kindly give favorable consideration by approving the attached Tax Abatement Agreement with prospective owner Villagewood Preservation, LLC pursuant to City Code of Ordinances §32.16 and pursuant to C.G.S. §8-215.

In consideration of the proposed partial Tax Abatement structure, Villagewood Preservation, LLC proposes to purchase Villagewood Apartments, a 164-unit low-income housing complex located at 10 Village Wood Drive, aka 535 Scott Road from Villagewood Adventures, LLC and invest in excess of $14,000,000 to rehabilitate and preserve the property.

Refer to Schedule B – Scope of Work describing what the $14,000,000 complex rehabilitation will consist of including interior improvements to all 164 units in addition to mechanical, exterior, security and site improvements.

The increased property value due to the completion of the proposed improvements would be fully abated and replaced with a formula-based calculation for determining the abated annual property taxes in each year of the 20-years provided for in the Agreement. In each year, the tax abatement will be reduced by an Operating Cost Adjustment Factor (OCAF) that provides for an increase in Federal rental assistance. The percentage increase in federal rental assistance will provide for an equivalent percentage increase in property taxes to be paid over the prior year. The property assessment exemption providing for the tax abatement would be reduced accordingly to provide for the reduced tax abatement. For each tax year during the Term, the real estate taxes due on the Property shall be no greater than $439,901 (the "Base Tax"), as increased annually by the OCAF adjustment. Examples are included in the Tax Abatement Agreement for the purpose of providing clarity.

Included in this submission is an Affordable Housing Preservation Update provided by L&M Development Partners on the Laurel Estates Apartments Project that is on track for full completion this summer. That rehabilitation and preservation project was similarly supported by the City with an OCAF structured 20-year tax abatement approved in January 2025.

TAX ABATEMENT AGREEMENT BETWEEN
THE CITY OF WATERBURY AND
VILLAGEWOOD PRESERVATION LLC

This AGREEMENT made this [ ] of [ ], 2026 (hereinafter the "Agreement") is by and between **THE CITY OF WATERBURY**, a municipal corporation organized and existing under the laws of the State of Connecticut with a principal place of business located at 235 Grand Street, Waterbury, Connecticut (hereinafter the "City"), and **VILLAGEWOOD PRESERVATION LLC**, a Connecticut limited liability company with a principal place of business located at 1865 Palmer Avenue, Second Floor, Larchmont, New York 10538 (hereinafter the "Prospective Owner"). Each of the City and the Prospective Owner is referred to in this Agreement as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Prospective Owner is the purchaser of a 164-unit low income housing complex known as Villagewood Apartments, located at 10 Village Wood Drive aka 535 Scott Road in Waterbury, Connecticut, having assessors ID 0471-0141-0047, as more particularly described on Schedule A hereto and made a part hereof, together with all improvements now existing or hereafter constructed thereon that are ancillary to, and for the maintenance and operation of the property or the exclusive use of residents of the units (e.g., community rooms, fitness facilities, maintenance facilities, leasing office) (hereinafter "Property") under a purchase and sale agreement with Villagewood Apartment Ventures LLC, dated February 13, 2026.

WHEREAS, the Property is in need of rehabilitation;

WHEREAS, the Prospective Owner shall invest an amount in excess of $14,000,000.00 to rehabilitate the Property, including the improvements and repairs listed on Schedule B attached hereto and made a part hereof;

WHEREAS, the Prospective Owner will be aided or assisted by federal or state statutes, with financial assistance from the federal or state government, which financial assistance may be in the form of tax credits, reimbursements, or rental assistance contracts;

WHEREAS, rental of all 164 units referenced above (the "Units") will be subject to regulation or supervision of rents, charges or sale prices and methods of operation by a governmental agency under a regulatory agreement or other instrument that restricts occupancy of all or a portion of the housing to persons or families whose incomes do not exceed prescribed limits;

WHEREAS, during the Term (as defined in Section 3 below), the Prospective Owner will restrict rental of all of the Units to those persons or households with annual incomes, utilizing income averaging as permitted by Section 42 of the United States Internal Revenue Code (the "Code"), at or below 60% of the Area Median Income ("AMI") as determined annually by the United States Department of Housing and Urban Development ("HUD"), with such income requirement being referred to hereinafter as the "Affordability Requirement;"

WHEREAS, the City is empowered to grant a partial real property tax abatement for rental units used for low- and moderate-income persons or households under §32.16 of the City's Code of Ordinances, as amended, in accordance with the powers granted by Section 8-215 of the Connecticut General Statutes;

WHEREAS, the Prospective Owner is requesting that the City grant its request for a partial abatement of real property taxes assessed on the Property, as such taxes may vary from year to year, for the purposes described herein, as such abatement is more particularly described in this Agreement;

WHEREAS, the City is willing to grant such abatement to the Prospective Owner in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual undertaking herein contained and other valuable consideration, the Parties hereby agree as follows:

The foregoing Recitals are incorporated herein as a part of this Agreement to which the Parties are bound.

1. For each tax year of the City during the Term, the real estate taxes due on the Property shall be no greater than $439,901 (the "Base Tax"), as increased annually by the so called OCAF adjustments described herein. The Base Tax plus the cumulative total of all OCAF adjustments made annually as described herein are called, for purposes of this Agreement, the "Annual Taxes". That portion of the actual annual City real estate tax bill calculated before abatement for the Property during the term of this Agreement that is greater than the Annual Taxes, as defined above, shall be abated by the City under the provisions of Conn. Gen. Statutes §8-215 and City Ordinance §32.16. This partial abatement shall be provided during the Term, subject to the provisions herein.

   The term "Operating Cost Adjustment Factor" ("OCAF") as used herein shall mean the Operating Cost Adjustment Factor used to determine rent adjustment for project-based assistance contracts issued under Section 8 of the United States Housing Act of 1937 and renewed under the Multifamily Assisted Housing Reform and Affordability Act of 1997 ("MAHRA") for eligible multifamily housing projects. OCAFs are annual factors used to adjust Section 8 rents renewed under MAHRA and are part of an allowable method of rent adjustment for project-based voucher contracts pursuant to the provisions at section 8(o)(13)(l) of the United States Housing Act of 1937 as implemented. The Property is currently subject to the OCAF rent adjustments issued by HUD to Connecticut annually under a Housing Assistance Payment contract with HUD, the "HAP Contract". The OCAF issued by HUD to Connecticut for use at the Property is the OCAF to be used to calculate tax increases as stated herein. It is a condition of this Agreement that at the time of closing of transfer of title of the Property to the Prospective Owner, the current owner of the Property ("Current Owner") shall assign the HAP Contract to the Prospective Owner, and the Prospective Owner will renew the HAP Contract with HUD at or before closing, which shall contain provisions for rental subsidy and OCAF adjustments for rent.

   The yearly increase in Annual Taxes will be calculated on each January 1st occurring during the Term of this Agreement ("Calculation Date"), by multiplying the unadjusted Operating Cost Adjustment Factor (OCAF) issued by HUD annually for Connecticut that was in effect as of the Calculation Date times the Annual Tax that was last calculated for the Property, then the product shall be added to the Annual Tax last calculated to get the increased Annual Tax for the Property, to be used in determining the tax abatement, if any, for the following July but payable in installments as allowed by the City. This calculation shall be done each year during the Term of this Agreement on the Calculation Date. For purposes of calculating the Annual Tax, the OCAF issued is actually in the form of a percentage increase over the prior year's selected operating cost as determined under HUD rules for multiple properties. Thus, by way of example, an OCAF issued to Connecticut by HUD of 6.5 shall be considered 6.5% for purposes of this calculation, unless

HUD changes the method of adjusting project-based rents annually. For the avoidance of confusion, assuming that the Commencement Date is September 1, 2026, the first adjustment of the Annual Tax would be calculated on January 1, 2027, using the OCAF in effect as of the Calculation Date, and would be used to calculate the Annual Tax to determine what part, if any, of the annual tax of July 1, 2027 is abated.

The term "in effect" as used in determining OCAF adjustments means the OCAF that was deemed by HUD effective for use by project-based properties in Connecticut for the period which includes the Calculation Date. The term "Annual Tax last calculated" as used in this Section means the Annual Tax as defined herein, that was the last calculated and last used to determine the partial abatement on the Property immediately prior to the calculation for the new Annual Tax. The term "Annual" as used in "Annual Tax" means the entire year's tax, and not simply an installment.

By way of example only, if the Calculation Date is January 1, 2028, and the OCAF issued to the State of Connecticut is 3.0, in effect as of the said Calculation Date, the new Annual Tax to be used to determine the tax abatement on the Property for July 1, 2028 would be the Annual Tax last calculated for the Property as of said Calculation Date as adjusted by the OCAF calculation herein. The Annual Tax last calculated, which hypothetically for purposes of this example is set at $439,901 (Base Tax) plus the hypothetical previous year's OCAF increase, which if at 6.5 would be 6.5% or 0.065 x $439,901, equaling $28,593 for an Annual Tax last calculated in the previous year for July 1, 2027, of $28,593 plus $439,901, which is $468,494. The Annual Tax used for July 1, 2028 would then be the Annual Tax last calculated $468,494 plus the increase due to the hypothetical 3.0% OCAF in effect for the Calculation Date of January 1, 2028, which then would be .03 x $468,494 (the Annual Tax last calculated) equals $14,054, which is added to the Annual Tax last calculated of $468,494, producing a new Annual Tax for July 1, 2028 of $482,548 ($468,494 plus $14,054). This new Annual Tax would then be used to determine the tax abatement, if any, and the amount of the actual unabated July 2028 tax that is at or under the July 2028 Annual Tax would be payable in two equal installments on July 1, 2028 and January 1, 2029, or on any other billing dates for real estate tax bills required by the City as allowed under State law. Any portion of the actual annual tax bill, before abatement, due on the Property for July 1, 2028 that was over the Annual Tax of $482,548 would be abated by the City under the terms of this Agreement.

As a point of clarification for future tax years during the life of this Agreement, the Annual Tax used in the abatement shall continue to be calculated annually every January 1st by multiplying the OCAF factor as a percentage and the Annual Tax last calculated to get the new OCAF increase, which increase is then added to the Annual Tax last calculated. Thus, if the Annual Tax, for example, was being calculated on January 1, 2029 to determine abatement for taxes due July 1, 2029, the Annual Tax last calculated as of the January 1, 2029 calculation date used would be the above Annual Tax for July of 2028 multiplied times the OCAF factor as a percentage effective on the said calculation date to get the OCAF increase for 2029. This product is then added to the Annual Tax last calculated (which is the July 2028 Annual Tax) to get the new July 2029 Annual Tax. That portion of the actual taxes due July 2029 that is above the new July 2029 Annual Tax calculated would be abated by the City. The Annual Tax is thus a cap on the actual taxes that would be due if not for the abatement applied using the Annual Tax calculated under the terms herein.

Nothing in this Agreement limits the City's ability to charge for statutory penalties and interest on delinquent tax payments due on the Property. Any tax delinquencies arising from this Section shall be subject to all collection and lien statutes applicable to municipal tax liens.

At any time during the Term of this Agreement, should the OCAF no longer be issued by HUD to Connecticut to be used as a factor in calculating rent increases, the successor or replacement statistical measure used by HUD for such purpose shall be used instead, and if no successor or replacement measure is available, then an equivalent measure of operating cost inflation of multifamily housing reasonably acceptable to the Parties shall be utilized.

2. During the entire Term of this Agreement, the Property will be assisted under federal and state statutes with financial assistance including: (a) federal rental subsidies as provided in the HAP Contract between the Current Owner and HUD, which will be assigned to the Prospective Owner at closing of the acquisition of the Property by the Prospective Owner, and the Prospective Owner shall assume the obligations of this Agreement (and the Prospective Owner will renew the HAP Contract with HUD allowing for rental subsidies and OCAF adjustments) including but not limited to any rent restrictions based on tenant income, or maximum rents allowed; (b) tax exempt bond financing provided by the Housing Authority of the City of Waterbury; and (c) federal low income housing tax credits pursuant to the Code. Simultaneously with the acquisition of the Property by the Prospective Owner and as required during the entire Term of this Agreement, the Property and the Prospective Owner will be subjected to the following agreements to be recorded in the land records of the City of Waterbury, all of which require the operation of the Property as low and moderate income housing: (a) an Extended Low Income Housing Commitment in favor of the Connecticut Housing Finance Authority ("CHFA"), (b) a Regulatory Agreement in favor of the Housing Authority of the City of Waterbury, and (c) a Section 8 Use Agreement in favor of HUD. The Prospective Owner or its assigns shall at all times be in material compliance with the terms of any CHFA or other government agencies agreements with the Prospective Owner or assigns concerning the Property, subject to any and all applicable notice and/or cure rights.

3. The term of this Agreement ("Term") shall be for a period of twenty (20) years, commencing on the date the Prospective Owner purchases the Property (the "Commencement Date"). The Prospective Owner shall purchase the Property on or by December 31, 2026. If the Property is not acquired by the Prospective Owner on or before December 31, 2026, the Prospective Owner is allowed an extension to acquire the Property until no further than April 30, 2027; provided, however, the City may only exercise its right to terminate this Agreement should the acquisition of the Property by the Prospective Owner not occur on or before April 30, 2027, time being of the essence, by providing written notice of termination to the Prospective Owner or assign in accordance with Section 15 of this Agreement.

4. No real property taxes on the Property, or interest or penalties arising therefrom, that accrued before the Commencement Date, shall be abated in any way pursuant to this Agreement. Further, the Parties agree that this Agreement and the tax abatement set forth in Section 1 hereof shall not be terminated or altered in the event that during the Term the Property becomes partially or totally vacant for the purpose of remediation, renovation or redevelopment, or other improvements or alterations to the Property are made, pursuant to this Agreement, or in connection with a casualty restoration or other rehabilitation or improvement approved by the City, provided that the use of the Property shall continue to be restricted to the use contemplated by this Agreement.

5. On or before October 31, 2028 ("Outside Date"), the Prospective Owner shall complete all capital improvements and repairs to the Property that are listed on Schedule B attached hereto and made a part hereof, and the Prospective Owner shall expend at least the amount of $14,000,000.00 for

direct and indirect costs on said improvements and repairs to the Property, including cost of materials, labor, equipment, permits, utilities, sales and use tax, architectural, legal and accounting costs (the "Required Improvements"). Such Outside Date for completion shall be extended to the extent any matters beyond the reasonable control of the Prospective Owner delay the Prospective Owner's progress toward completion of such capital improvements and repairs on a day-for-day basis but in no event later than February 28, 2029, time being of the essence, without the written consent of the City. The City shall receive in writing the reason for delay prior to October 31, 2028. The Outside Date to complete the Required Improvements can only be extended beyond February 28, 2029 with the written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, so long as 90% of the Required Improvements are completed by February 28, 2029, as determined by the project's Architect/Engineer, using AIA form G703, measuring completion against the schedule of values for the project, but in no event shall the date for completion of the Required Improvements go beyond April 30, 2029, time being of the essence. The Prospective Owner shall provide written evidence of such expenditures reasonably satisfactory to the City (for which an accountant-prepared report of expenditures shall be sufficient) within sixty (60) days following the Outside Date such that it proves that $14,000,000.00 in expenditures have been made on said capital improvements and repairs as stated herein. In addition, should the Required Improvements not be made by the Outside Date or if the required expenditures are found not to have been made by the Outside Date, this Agreement shall terminate upon written notice of termination from the City to the Prospective Owner or assign in accordance with Section 15 of this Agreement.

In addition, if the Property is not acquired by Prospective Owner on or before December 31, 2026, then the Outside Date shall be extended by the period from such date until the date the Property is acquired by Prospective Owner, provided that if Prospective Owner does not acquire the Property on or before April 30, 2027, this Agreement may be terminated by the City by written notice to Prospective Owner or assigns in accordance with Section 15 of this Agreement. This provision will not affect the other conditions for extension of the Outside Date, but will act as a separate condition for extension of the Outside Date through April 30, 2029.

As part of the duty to complete all capital improvements and repairs which are part of the Required Improvements to the Property, the Prospective Owner shall obtain any necessary permits and approvals from the City of Waterbury and complete all work done in conformance with State and local City Codes, Ordinances, Regulations, and Statutes, including but not limited to obtaining any Certificate of Occupancy or equivalent approval required for the use of the 164 residential apartment units and common areas on the Property on or by the Outside Date. The City shall have the right to inspect the Property upon notice to the manager at the Property or other designated individual operating the Property for the Prospective Owner to confirm that the Required Improvements have been completed. The City shall have the right to inspect the Property at any time during the Term of this Agreement at reasonable hours upon reasonable notice to the manager of the Property.

6. The Prospective Owner agrees that, throughout the Term, all Units will be exclusively occupied by persons or households who have been qualified under applicable laws and regulations as meeting the Affordability Requirement, as per the then-most current periodic calculation published by HUD. The Prospective Owner further agrees that all monies equal to the amount of the taxes abated pursuant to this Agreement shall be used exclusively for any one or more of the following purposes: (a) to reduce rents below the level that would be achieved in the absence of such abatement; (b) to improve the quality and design of the Units

or the remainder of the Property; (c) to effect occupancy of the Units by persons and families of income levels required under this Agreement; or (d) to provide necessary related facilities or services in such housing. The Parties acknowledge and agree that the requirement of the immediately prior sentence is met by the rents contemplated under this Agreement, as well as the investment in the Property required under Section 5 above.

7. The tax abatement described herein shall be effective as of the Commencement Date and shall continue thereafter for the Term, unless earlier terminated as provided in Section 8 below or elsewhere in this Agreement.

8. In addition to those sections of the Agreement expressly allowing termination, this Agreement may be terminated by the City if:

a. The Prospective Owner fails to provide all Units, other than temporarily vacant Units caused by tenant turnover or work being done on the Unit, to individuals or households who have been qualified under applicable laws and regulations as meeting the Affordability Requirement, and does not remedy such failure within thirty (30) days after receipt of notice of such failure or such longer period as is necessary to terminate the applicable tenancy pursuant to, and in conformance with, all laws and legal procedures applicable to termination of tenancies and eviction proceedings, which proceedings, if necessary to resolve the issue, must begin within thirty (30) days of discovering lack of compliance with the Affordability Requirement;

b. The Prospective Owner fails to make any City tax payment due on the Property, including the payments required herein in Section 1, by the due dates for real property taxes set by the City in accordance with Connecticut law, as extended by the statutory grace period allowed through the end of the month the payment is due, and which remains unpaid for sixty (60) days thereafter. Nothing in this Section will affect the City's ability to apply statutory interest to any statutory delinquency or to pursue collection methods and liens allowed by statute for delinquent municipal taxes. The additional sixty (60) days applies only to termination of this Agreement but does not extend the due date or grace period allowed on municipal taxes under state statutes.

c. Unless otherwise stated herein, the Prospective Owner is in material breach of any other provision of this Agreement, and has not reasonably cured such breach within sixty (60) days after written notice thereof; provided, however, that if the Prospective Owner's material breach is not capable of cure within said sixty (60) day cure period, then the Prospective Owner shall have up to an additional thirty (30) days to cure such material breach, provided the Prospective Owner is diligently pursuing cure of such material breach.

9. The Prospective Owner agrees to comply in all material respects with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.

10. During the Term, upon reasonable request from the City, the Prospective Owner shall (a) make such financial books and records relevant to the provisions of this Agreement available to the City to the extent reasonably necessary for the City to verify the Prospective Owner's compliance with the provisions of this Agreement. Such right shall extend to any individual or entity duly selected, hired or engaged by the City for the review, inspection, audit and reproduction of any documentation or portion thereof. The Prospective Owner shall maintain

such books and records in accordance with Generally Accepted Accounting Principles (GAAP).

11. This Agreement shall run with the land and shall remain in full force and effect with respect to the Property notwithstanding any sales, transfers or other conveyances of the Property. The Prospective Owner shall record a copy of this Agreement on the Waterbury Land Records. The Prospective Owner may not assign its rights and obligations under this Agreement without approval of the City, except assignments to lenders as collateral to secure Property financing, and to any subsequent owner of the Property ("Subsequent Owner") who enters into an assignment and assumption agreement with the City, the form of which is reasonably acceptable to the City (an "Approved Assignment and Assumption"). Upon each sale, transfer or other conveyance of the Property, each seller, transferor or conveyor of the Property, as the case may be, shall be relieved of any and all obligations arising on and after the date of sale, transfer or other conveyance, so long as the obligations of this Agreement shall be assumed by the buyer or transferee, in an Approved Assignment and Assumption, which Assignment and Assumption is subject to any board approval if required by City Ordinance, City Charter or State law. The City, at its option, may terminate this Agreement should it not receive an Approved Assignment and Assumption by the Subsequent Owner assuming all the terms of this Agreement substantially contemporaneously with the Property being conveyed.

12. This Agreement constitutes the entire agreement between the Parties, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile and .pdf copies of signatures shall be deemed original signatures.

13. This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles governing conflicts of laws. It is agreed by the Parties that if either Party commences suit, action or any other legal proceeding against the other, the venue shall be the State Superior Court for the Judicial District of Waterbury at Waterbury, Connecticut or the Federal District Court in New Haven, Connecticut.

14. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

15. Any notice required under this Agreement shall be in writing and given to the respective Parties as follows:

To the City:

City of Waterbury
235 Grand Street
Waterbury, CT 06702

With a copy to:

Finance Director
City of Waterbury

235 Grand Street
Waterbury, CT 06702

Corporation Counsel
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Email: Corpcounsel@waterburyct.org

To the Prospective Owner:

Villagewood Preservation LLC
2 Park Avenue, 23rd Floor
New York, New York 10016
Attention: Jeff Moelis
Email: jmoclis@lmdp.com

With a copy to:
Villagewood Preservation LLC
1865 Palmer Avenue, Second Floor
Larchmont, New York 10538
Attention: Adam Hellegers
Email: ahellegers@lmdp.com

16. Notices are deemed given when received and will be presumed received three (3) business days after they are sent by certified mail return receipt requested or one (1) business day after being sent by guaranteed overnight delivery by an internationally recognized courier. Email notice is valid, but the notifying Party bears the burden of proving receipt. For purposes hereof, a "business day" is a weekday that national banks are open for in-person business in the State of Connecticut.

17. The provisions of this Agreement are solely for the benefit of the Parties and shall not benefit any third parties.

18. The terms "including," "include" and "includes," as well as words of similar meaning as used in this Agreement mean "without limitation." The words "will" and "shall" are used interchangeably in this Agreement and shall mean the imposition of a mandatory requirement. As used in this Agreement, the singular shall include the plural and use of any gender shall mean the applicable gender as the context may require.

19. If any provision of this Agreement is void or unenforceable, such provision shall be modified automatically to the extent necessary to render it enforceable, or, if there is no modification that will render the provision enforceable, it will be deemed stricken, and the remainder of this Agreement may be enforced as written unless otherwise stated below in this Section 19. This Agreement shall not become effective until the Commencement Date. However, any term deemed material to this Agreement that fulfills the purposes of this Agreement that is made void or unenforceable and a replacement provision that corrects the issues with the voided provision cannot be reasonably agreed upon by the Parties then either Party can terminate this Agreement.

20. Should this Agreement terminate due to a default by the Prospective Owner or its assigns, in any material obligation, the City shall be paid all back taxes due on the Property from the Prospective Owner or assigns that would have been due and payable had it not been for the abatement provisions of this Agreement, from the date of violation until termination of this Agreement, unless this provision is waived by the City, which is within its sole discretion.

The term "material obligation" as used in this Section shall mean any obligation herein that is required to fulfill the purposes of this Agreement, including the obligation to complete the Required Improvements by the Outside Date or to pay the minimum of $14,000,000.00 for same by the Outside Date, or the obligation to maintain the Property in accordance with the Affordability Requirement or the obligation to pay taxes within time the periods specified herein, or the obligation to maintain the Property to state and local code or to HUD specifications, or other obligations, the violation of which cause the Property to no longer meet the Affordability Requirement or be HUD-subsidized for low and moderate income housing.

21. The prevailing Party in any litigation shall be awarded its reasonable attorneys' fees in pursuing the enforcement of this Agreement or defending against such enforcement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered
In the Presence of:

CITY OF WATERBURY

_____
Print

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

_____
Print

VILLAGEWOOD PRESERVATION LLC

By: _____
Adam Hellegers, its Authorized Signatory

_____
Print

_____
Print:

STATE OF CONNECTICUT)
) ss. WATERBURY
COUNTY OF NEW HAVEN)

On this the ___ day of _____, 2026 before me, the undersigned officer, personally appeared Paul K. Pernerewski, Jr., who acknowledged himself to be the Mayor of the City of Waterbury, a Connecticut municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

In witness whereof, I have hereunto set my hand.

_____

Commissioner of the Superior Court/Notary Public

My Commission Expires: _____

STATE OF _____)
) ss. _____
COUNTY OF _____)

On this the ___ day of _____, 2026 before me, the undersigned officer, personally appeared Adam Hellegers, who acknowledged himself to be the Authorized Signatory of Villagewood Preservation LLC, a Connecticut limited liability company, and that he, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Signatory. In witness whereof, I have hereunto set my hand.

_____

Commissioner of the Superior Court/Notary Public
My Commission Expires: _____

Approved as to Form.

_____
Angela Juliani
Corporation Counsel

Schedule A
Property Description

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Waterbury, County of New Haven, and State of Connecticut, being shown on a certain survey entitled "ALTA/ACSM LAND TITLE SURVEY for VILLAGE WOOD APARTMENTS FHA PROJECT NO. 017-11116 SCOTT ROAD & AUSTIN ROAD WATERBURY, CT" dated September 26, 1995, last revised to August 19, 2009, by Kratzert, Jones & Associates, which is on file in Map Volume 45, Pages 79 and 80 of the Waterbury Land Records, which land is more particularly bounded and described as follows:

First Piece: Commencing at a point on the northeasterly street line of Scott Road, as shown on said map, which point is the westerly most corner of Lot 1 and the southwest corner of land East Park Associates Limited Partnership, thence along land now or formerly of East Park Associates Limited Partnership, N35°16'25"E, 120.00 feet to the Point of Beginning of parcel herein described, thence along land now or formerly of East Park Associates Limited Partnership and land now or formerly of Austin Heights LLC, each in part, N35°16'25"E, 191.96 feet; S82°33'47"E, 239.51 feet; and N34°00'25"E, 545.01 feet to a point on the southerly street line of Village Wood Drive, thence along said street line S55°59'35"E, 25 feet; thence southeasterly, southerly and southwesterly along said street line along a curve to the rights having a radius of 100.00 feet, a distance of 157.08 feet; thence S34°00'25"W, 445.01 feet; thence along a curve to the right having a radius of 100.00 feet a distance of 110.70 feet; thence N82°33'47"W, 122.73 feet; thence along a curve to the left having a radius of 150 feet, a distance of 162.74 feet; thence S35°16'25"W, 25.97 feet; thence N54°43'35"W, 95.00 feet to the point of beginning. Said parcel includes Lots 2 through 9 as shown on said map.

Second Piece: Beginning at a point on the northwesterly street line of Austin Road, as shown on said map, said point being the easterly most corner of the herein described parcel; thence S31°19'16"W, 115.00 feet along said street line; thence along a curve to the right having a radius of 20.00 feet, a distance of 31.42 feet; thence along the street line of Boxwood Court as shown on said map, N58°40'45"W, 100.22 feet, thence along a curve to the left having a radius of 294.04 feet, a distance of 246.72 feet; thence S73°14'50"W, 129.55 feet, thence along a curve to the right having a radius of 20.00 feet, a distance of 26.06 feet, thence along the street line of Village Wood Drive along a curve to the left having a radius of 150.00 feet, a distance of 62.55 feet; thence N55°59'35"W, 25 feet to land now or formerly of Austin Heights LLC as shown on said map; thence along land now or formerly of Village Green Associates, N34°00'25"E, 65.00 feet; thence N73°14'50"E 362.16 feet; thence S55°10'06"E, 289.94 feet to the point of beginning. Said parcel includes Lot 10 and Lots 38 through 42 as shown on said map.

Third Piece: Beginning at a point on the northeasterly line of Scott Road as shown on said map, which point is on the Town Line between Waterbury and Prospect; thence along said street line of Scott Road along a curve having a radius of 295.00 feet, a distance of 20.0 feet; thence N35°29'42"W, 50.34 feet; thence along a curve to the left having a radius of 445.00 feet, a distance of 149.36 feet; thence N54°43'35"W, 165.46 feet; thence along a curve to the right having a radius of 20 feet, a distance of 31.42 feet; thence along the street line of Village Wood Drive N35°16'25"E, 125.97 feet; thence along a curve to the right having a radius of 100 feet, a distance of 108.50 feet; thence S82°33'47"E, 122.73 feet; thence along a curve to the left having a radius of 150.00 feet, a distance of 36.37 feet; thence along a curve to the right having a radius of 20.00 feet, a distance of 26.06 feet; thence along the street line of Bergin Court S21°48'13"E, 93.06 feet; thence along a curve to the left having a radius of 305.00 feet, a distance of 140.53 feet; thence along a curve to the right having a radius of 10.00 feet, a distance of 7.95 feet; thence along a curve to the left having a radius of 40.00 feet; a distance of 189.29 feet; thence along a curve to the right having a radius of 10.00 feet, a distance of 7.95 feet; thence along a curve to the right having a radius of 255.00 feet, a distance of 117.50 feet; thence N21°48'13"W, 93.06 feet; thence along a curve to the right having a radius of 20.00 feet, a distance of 26.06 feet; thence along the street line of Village Wood Drive along a curve to the left having a radius of 150.00 feet, a distance of 49.32 feet;

thence N34°00'25"E, 169.00 feet; thence along a curve to the right having a radius of 20.00 feet, a distance of 31.42 feet; thence along the street line of Stonehurst Drive S55°59'35"E, 65.00 feet; thence along a curve to the right having a radius of 135 feet, a distance of 73.92 feet; thence S24°37'13"E, 4.29 feet; thence along a curve to the right having radius of 10.00 feet, a distance of 7.95 feet; thence along a curve to the left having a radius of 40.00 feet, a distance of 189.29 feet; thence along a curve to the right having a radius of 10.00 feet, a distance of 7.95 feet; thence N24°37'13"W, 4.29 feet; thence along a curve to the left having a radius of 185.00 feet, a distance of 101.30 feet; thence N55°59'35"W, 65.00 feet; thence along a curve to the right having a radius of 20.00 feet, a distance of 31.42 feet; thence along the street line of Village Wood Drive N34°00'25"E, 186.01 feet; thence along a curve to the left having a radius of 150.00 feet, a distance of 92.70 feet; thence along a curve to the right having a radius of 20.00 feet, a distance of 26.06 feet; thence long the street line of Boxwood Court N73°14'50"E, 129.55 feet; thence along a curve to the right having a radius of 244.04 feet, a distance of 204.76 feet; thence S58°40'45"E, 100.22 feet; thence along a curve having a radius of 20 feet; a distance of 31.42 feet to the northwesterly street line of Austin Road; thence along said street line of Austin Road S31°19'16"W, 105.92 feet; thence along land now or formerly of the Waterbury Housing Authority, N58°40'45"W, 183.77 feet; S34°00'18"W, 115.00 feet; S03°56'21"W, 354.64 feet; and S23°29'06"W, 435.88 feet; thence along the Town Line between Waterbury and Prospect, S82°24'36"W, 369.41 feet to the point of beginning. Said parcel includes Lots 11 through 37 as shown on said map.

TOGETHER WITH an Easement and Right of Way Agreement between Village Green Associates L. P. and the Housing Authority of the City of Waterbury recorded May 27, 1997, in Volume 3476 at Page 260 of the Waterbury Land Records.

Schedule B
Scope of Work

The Building rehabilitation will include the below.[1]
Remove all Hazardous Materials

- Remove all required asbestos and lead paint, to the extent either or both are detected

Interior Improvements to all 164 units

- Kitchen upgrades include: New countertops, sinks and faucets, Energy Star-rated appliances, and cabinets
- Bathroom upgrades include: Reglazed tubs, improved tub surrounds and shower plumbing trim kits, vanity tops and faucets, toilets, medicine cabinets and flooring
- Other upgrades include: New light fixtures, thermostats, painting throughout, accessibility upgrades, with 17 units to meet Uniform Federal Accessibility Standards, and an additional four units planned to be hearing/visually impaired units, as well as new LVT flooring in living rooms and bedrooms

Mechanical System Improvements

- New boilers
- New hot water heaters

Exterior Improvements

- New windows
- New roof
- Repairs to gutters and downspouts
- Repairs to siding
- Existing masonry to be cleaned and repointed as required

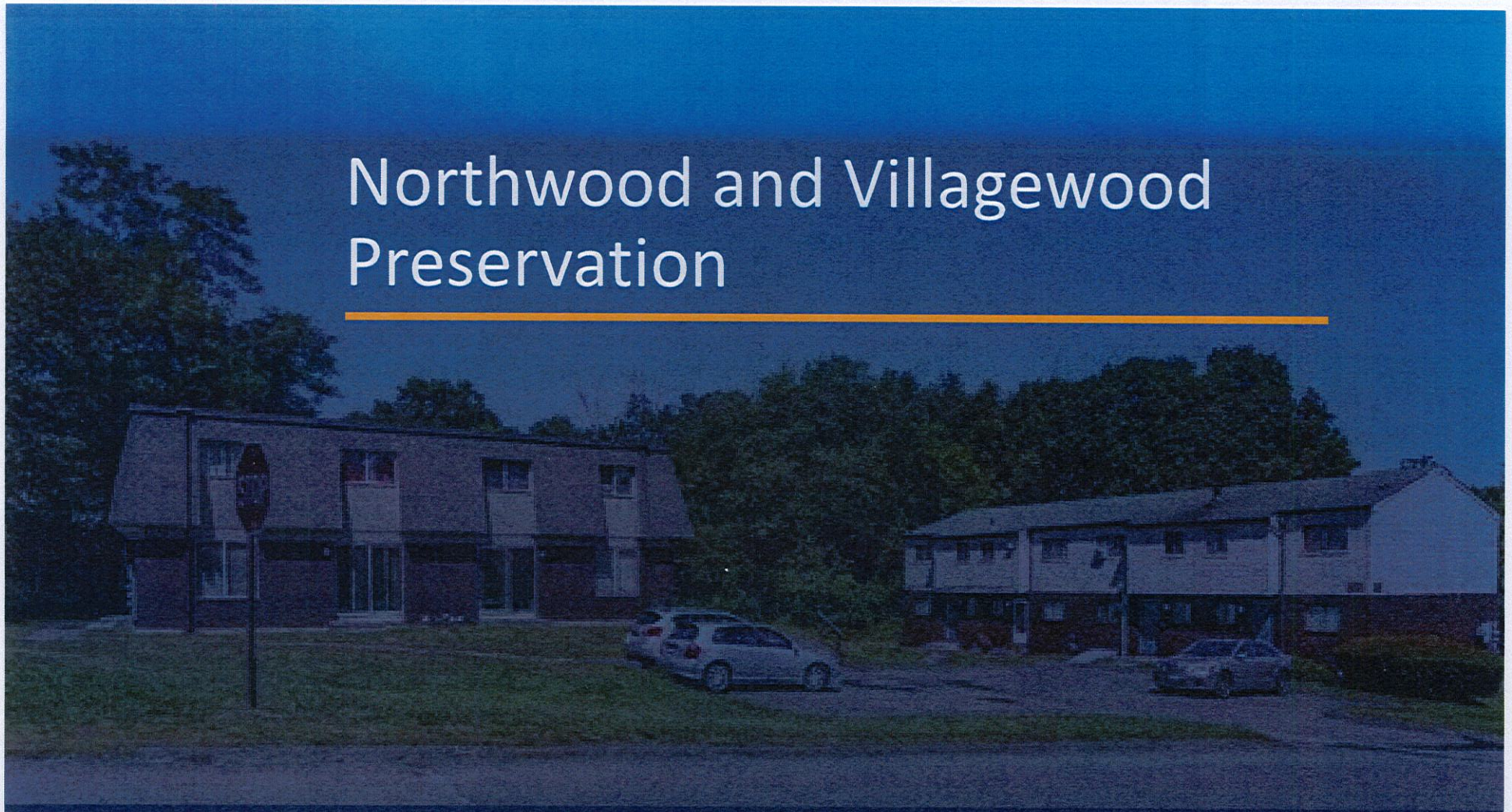
Security

- Addition of new security cameras and CCTV

Site Improvements

- Addition of dumpster pads and enclosures, repaving, accessibility upgrades, new site signage and lighting, management office upgrades

[1] Actual work will be subject to the requirements of tenants and on-site conditions, as well as permits and approvals for the work.



Northwood and Villagewood Preservation

March 16, 2026

Affordable Housing Preservation Update

City of Waterbury | L+M Development Partners

L+M Development Partners Overview

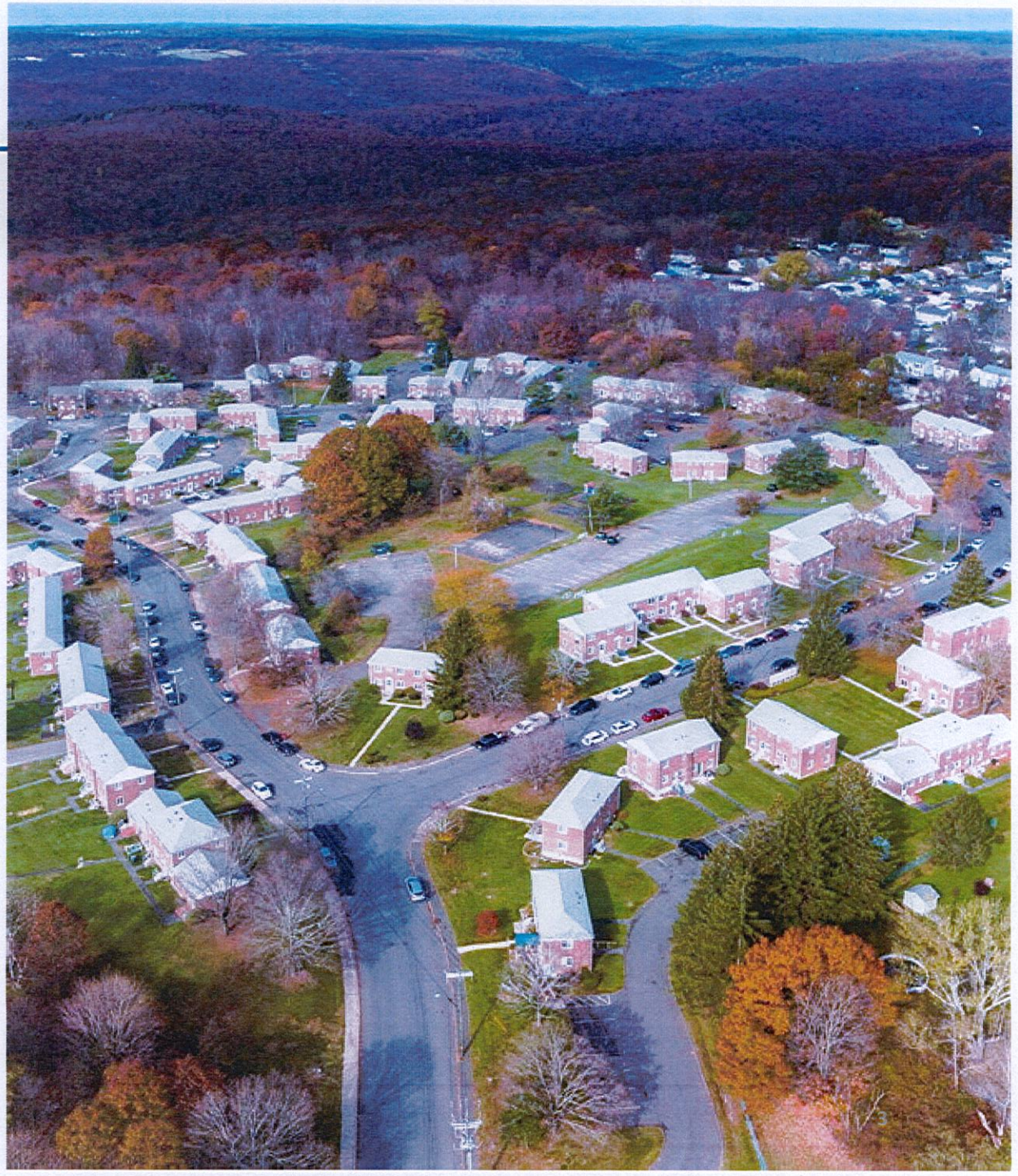
- Founded in 1984, L+M Development Partners (LMDP) is an impact-driven, vertically integrated top-tier firm with expertise in acquiring, developing, building, and managing workforce, affordable, mixed-income, and market-rate housing.
- Guided by a double bottom line philosophy, combining successful developments with a commitment to corporate social responsibility, philanthropic efforts, and enhanced community opportunities.
- Owner-operator with 500+ professionals and responsible for approximately $20 billion in investment, development, and construction.
- Created or preserved over 57,000 high-quality residential units in New York's tristate area, Washington D.C., the West Coast, Sunbelt, Gulf Coast, and Midwest regions and more than 1.3 million square feet of retail and community facility space.







Laurel Estates Update



Laurel Estates
Waterbury, CT

UNITS
276; 67 buildings

AMENITIES
Brand new community center with gym, management offices, tenant lounge, and computer center

FINANCIAL PARTNERS
Waterbury Housing Authority, Connecticut Housing Finance Authority (CHFA), Berkadia, Freddie Mac, Webster Bank, Raymond James

SOURCES OF FUNDING
Tax-Exempt Bonds, 4% Low-Income Housing Tax Credits, Equity Bridge Loan

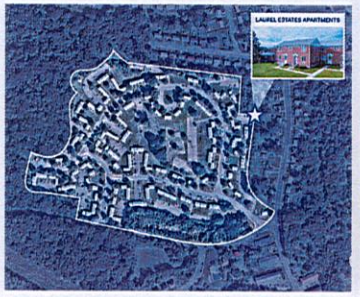
ARCHITECT
Inglese Architecture & Engineering

PROPERTY MANAGER
Winn

PROJECT SUMMARY
Laurel Estates Apartments is a 276-unit affordable apartment community in Waterbury, CT. The property has 67 residential buildings across 39 acres. It is 100% affordable and benefits from a Section 8 contract covering the entire property.

The substantial renovation includes upgraded kitchens with quartz countertops, new cabinetry, and stainless-steel appliances; improved bathrooms with new vanities and plumbing fixtures; new flooring; energy star lighting fixtures; and new windows. The renovation also includes a brand-new community building and the conversion of a maintenance building to residential. These additions unlocked the creation of two new affordable residential units. **The rehabilitation was made possible by support from the City of Waterbury, CT, which facilitated a tax stabilization agreement that allowed increased investment and services to residents.**







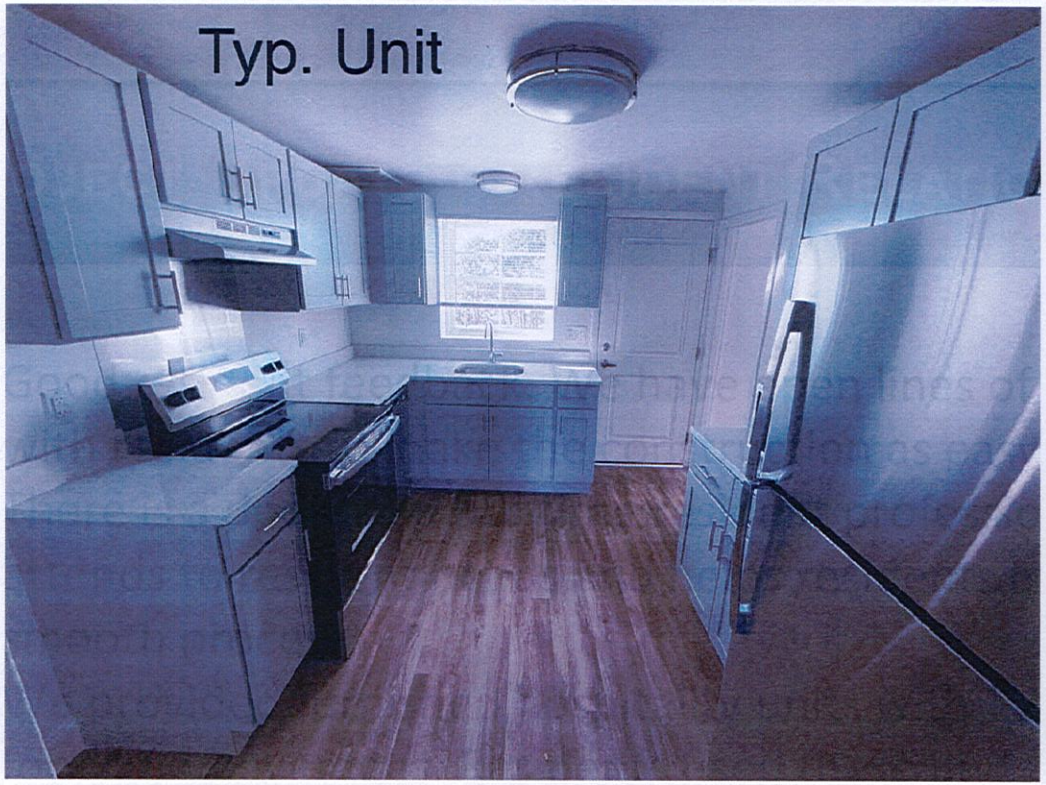
Project Update - Renovations

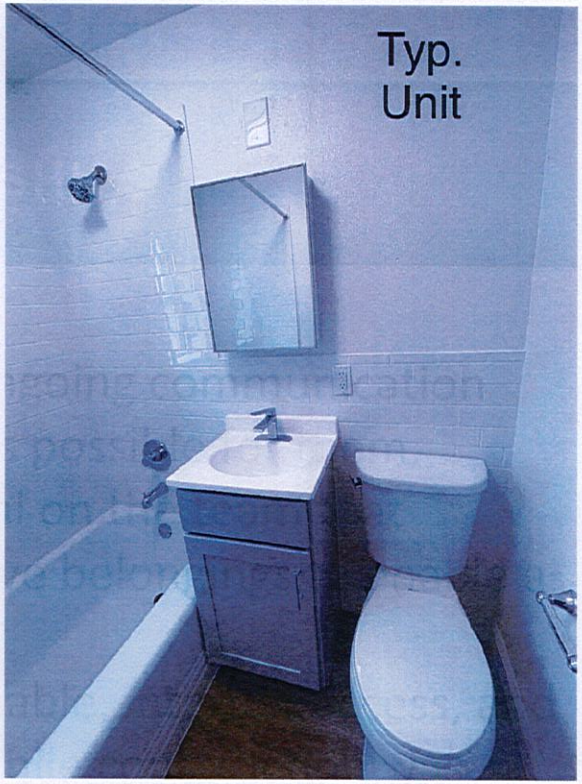
- The project is moving along faster than expected, on time and on budget
- 4 months ahead of schedule
- 80% overall project completion
  - 98% complete with unit renovations
  - 50% complete with the new community building
- Project will be fully complete by summer 2026

PROJECT UPDATE - RESIDENT RELATIONSHIPS

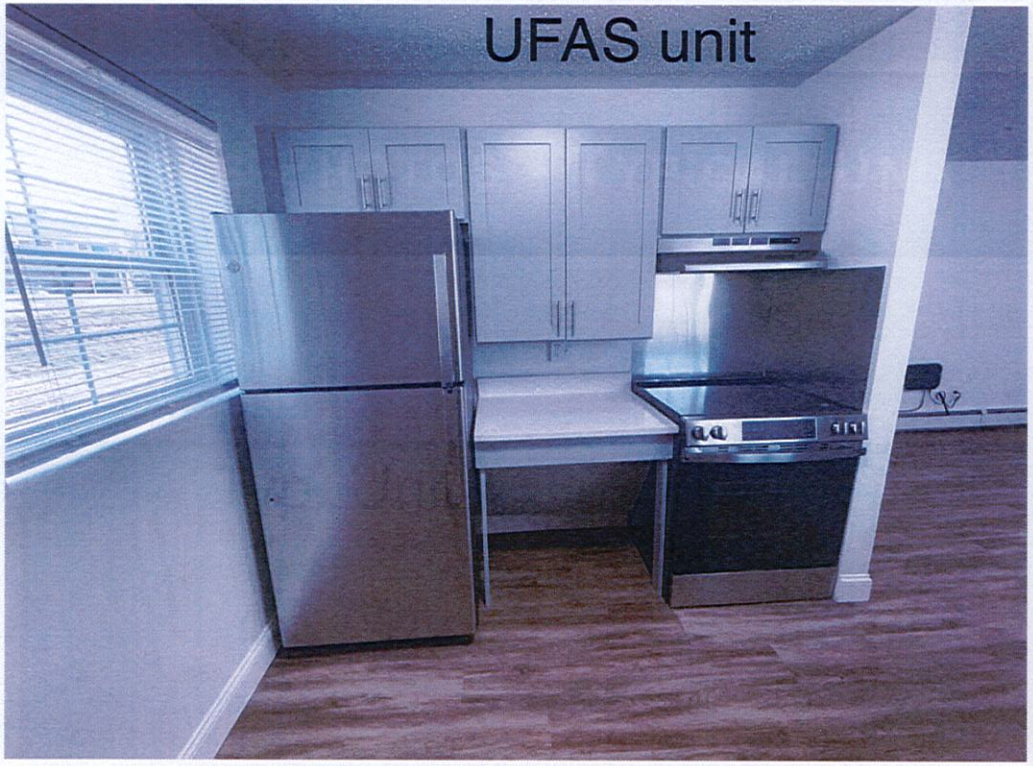
- Good resident feedback. We have open lines of ongoing communication with residents to make the construction as easy as possible for them.
- There is a dedicated full-time resident professional on the team that attends to resident needs and helps residents move belongings to enable a smooth process.
- We provided furnished hospitality units with TV, cable, internet access, and food and beverages. Residents used these units while construction was occurring during the daytime in their unit. All items provided free of charge to residents.
- The hospitality unit furnishings are being donated to residents with great needs. This includes elderly and disabled residents as well as single parents and those with poor furniture conditions who truly can't afford new furniture.

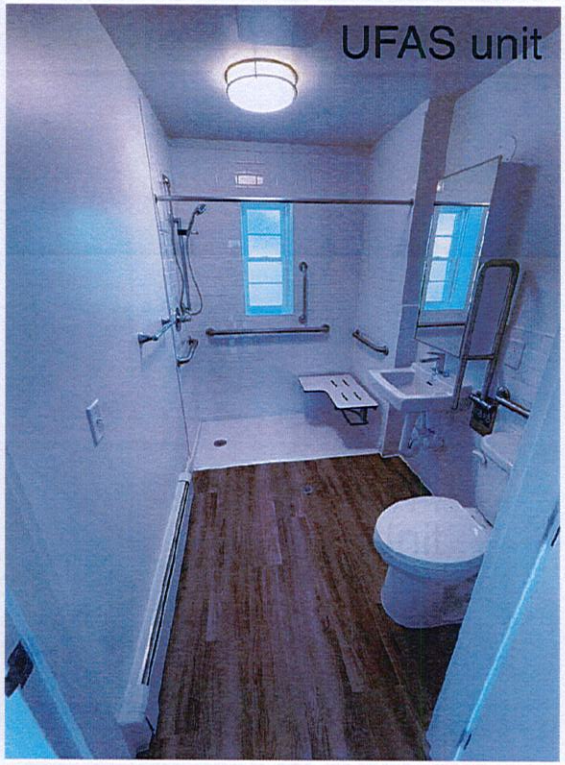
Progress Photos - Typical Unit





PROGRESS PHOTOS - ADA/UFAS UNIT



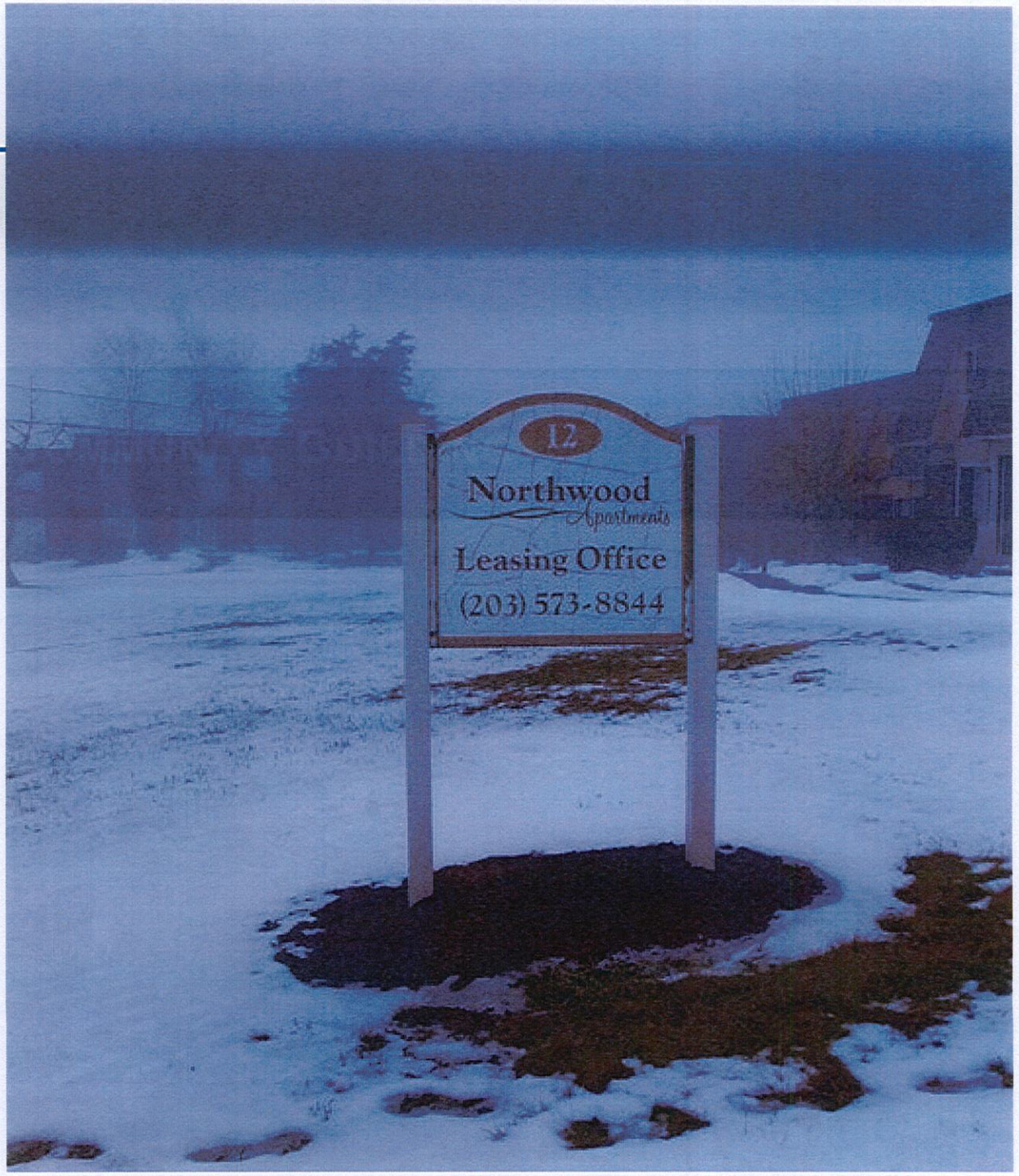


Progress Photos - Community Building





Northwood and Villagewood Update



Preservation Opportunity

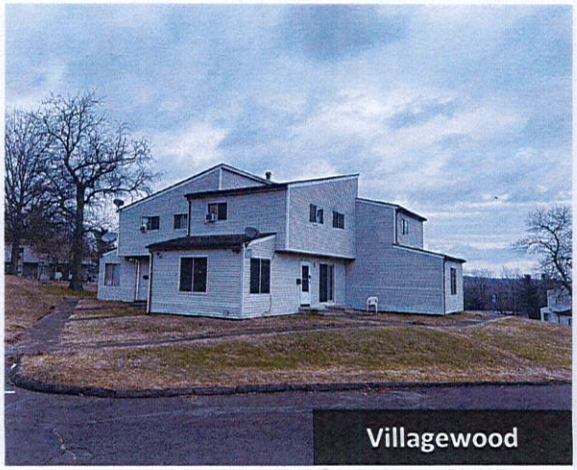
	Northwood Apartments	Villagewood Apartments
Address	140 Northridge Drive	10 Village Wood Drive
Year Built	1968	1975
2BR Units	118	132
3BR Units	64	32
Total Units	**182**	**164**

- **Preserve Affordability**: All units will be in the LIHTC program and restricted to low-income (on average 60% AMI and below) families under CHFA Regulatory Agreements.
- **Proposed Transaction Structure**:
  - Each site will be structured as a separate LIHTC transaction.
  - 2026 Tax-Exempt Bonds issued by the Waterbury Housing Authority.
  - Conduit Freddie Mac transactions.
  - CHFA 4% Low-Income Housing Tax Credit Allocation.
  - Target closings in Q3 2026. 18-month construction schedule.

Redevelopment Plan

- Extensive renovation scope of approximately $90,000/unit is planned to upgrade each community for a total of $16mm at Northwood and $14mm at Villagewood.
- Financing plan includes low-income housing tax credits that will ensure the long-term affordability for low-income residents.


Villagewood


Villagewood


Northwood

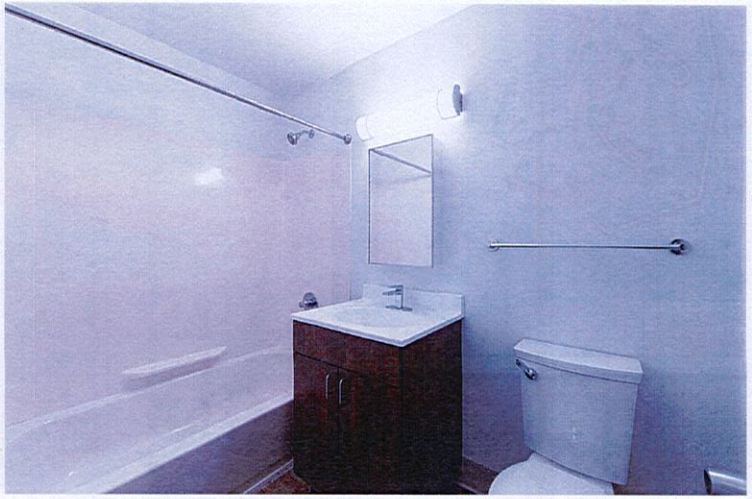

Northwood

Scope of Capital Improvements

Substantial rehabilitation of the property will involve interior apartment work as well as exterior repairs.

- **Apartments Interiors:** upgraded kitchens, upgraded bathrooms (new low flow toilets and shower fixtures, vanities, tub surrounds), LED lighting, flooring, and windows.
- **ADA:** Increase ADA accessible units and path of travel to meet current standards.
- **Building Upgrade/Sustainability:** new roofs, efficient windows, gutters and downspouts, water saving devices, doors, LED lighting, smoke detectors, and signage.
- **Exterior/Site:** site lighting, security cameras, sewer/plumbing repairs, improved landscaping, siding/brick pointing, signage, and repaired sidewalks, walkways, and parking.





Tenant In-Place Rehabilitation & Accessibility Upgrades

- The apartment renovations will be scheduled to allow for residents to remain in their apartments while work is being done, saving them the inconvenience of having to temporarily relocate.
- The team has completed more than 15,000 tenant in-place renovations. A dedicated professional team will be engaged to lead constant communication between and amongst the residents, management, and the general contractor. The team will have meetings and discussions long before and during the renovations.
- Several vacant units will be used as hospitality suites for households to use during the day for those that do not want to remain in their apartments while work is on-going.
- Significant upgrades are planned to make the property more accessible. This includes exterior work to make the campus more accessible (i.e., ramps, handicap parking).
- While standard apartment renovations are typically completed in 7-10 days, ADA apartments will be completed in approximately 4 weeks. ADA households will be relocated to vacant units on site.
- All logistics and expenses associated with any moves will be the responsibility of the sponsor team.

Representative Enhanced Resident Services

Resident Programs

- Physical fitness programs
- Financial Literacy
- Education / Computer Learning Programs
- Arts & Crafts
- Community Events

Medical Services

- Health Screenings with Medical Professionals
- Liaison with Healthcare Providers
- Vaccinations
- Medication Self-Management
- Chronic Disease Management

Project Timeline and Financing Requests

Project Timeline

- **Finalize Financing Structure:** March 2026
- **CHFA LIHTC Application Submission:** March 2026
- **CHFA LIHTC Reservation:** June 2026
- **Resident Engagement Start:** June 2026
- **Closing:** August 2026
- **Construction Completion:** February 2028

Financing Requests

1. **Tax-Exempt Bonds $38mm issued by the Waterbury Housing Authority**
   - **Northwood: $21mm**
   - **Villagewood: $17mm**
2. **Tax Stabilization Agreements (structured like Laurel Estates)**

Tax Stabilization Request

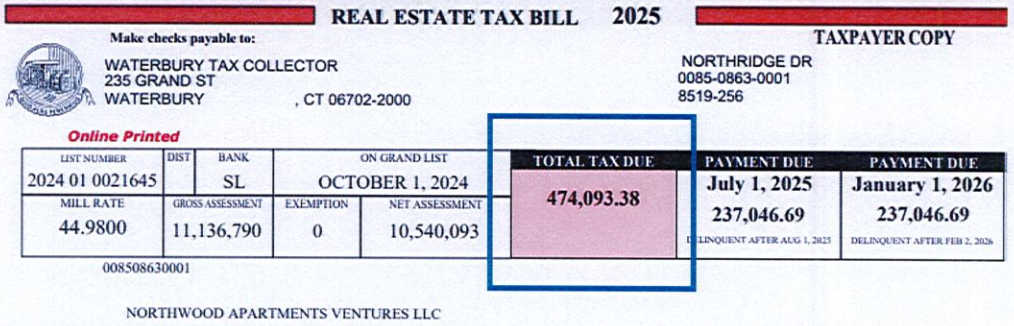
We respectfully request tax stabilization agreements structured like that for Laurel Estate. This would:

- Provide certainty, enabling the 100% affordable, income-restricted property with a vulnerable population to have predictable property taxes, which is a major operating expense.
- Increase funds allocated towards property renovations instead of significant tax reserves that may be required from financing partners.
- Yield more favorable financing terms from lenders and low-income housing tax credit (LIHTC) investors, allowing more funds to be invested in the property renovations.
- **We propose setting base taxes equal to the latest year's taxes and fixing annual property tax increases to the HUD-published Operating Cost Adjustment Factor (OCAF) for 20 years.**
- **We are <u>not</u> requesting tax reductions.**

Tax Stabilization Request - Northwood

Current Taxes:

$474,093



REAL ESTATE TAX BILL 2025

TAXPAYER COPY

Make checks payable to:

WATERBURY TAX COLLECTOR
235 GRAND ST
WATERBURY , CT 06702-2000

NORTHRIDGE DR
0085-0863-0001
8519-256

Online Printed

LIST NUMBER	DIST	BANK	ON GRAND LIST	TOTAL TAX DUE	PAYMENT DUE	PAYMENT DUE
2024 01 0021645		SL	OCTOBER 1, 2024	474,093.38	July 1, 2025	January 1, 2026
					237,046.69	237,046.69
					DELINQUENT AFTER AUG 1, 2025	DELINQUENT AFTER FEB 2, 2026

MILL RATE	GROSS ASSESSMENT	EXEMPTION	NET ASSESSMENT
44.9800	11,136,790	0	10,540,093

008508630001

NORTHWOOD APARTMENTS VENTURES LLC

Historical Connecticut HUD OCAF	
2026	4.3%
2025	3.0%
2024	7.1%
2023	6.1%
2022	2.9%
2021	2.6%
2020	2.5%
2019	3.1%
2018	2.2%
2017	1.1%
10-Year Avg: 3.5%	

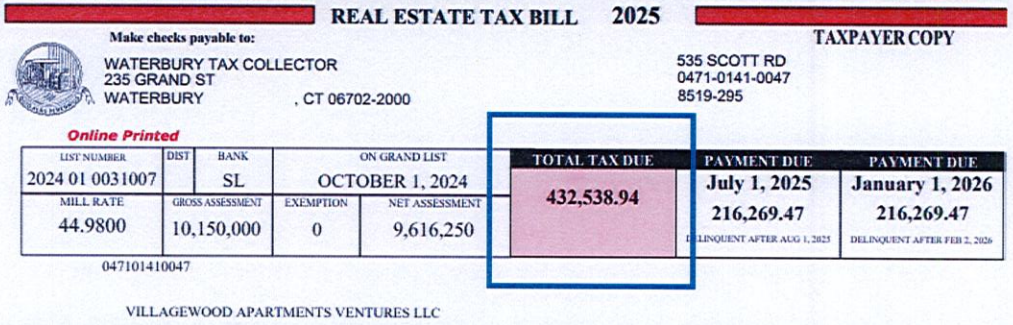
Year	Taxes Trended at 3.5%
Year 1 (2026-2027)	$474,093
Year 2 (2027-2028)	$490,687
Year 3 (2028-2029)	$507,861
Year 4 (2029-2030)	$525,636

Source: HUD

Tax Stabilization Request - Villagewood

Taxes:

$432,539



REAL ESTATE TAX BILL 2025

TAXPAYER COPY

Make checks payable to:

WATERBURY TAX COLLECTOR
235 GRAND ST
WATERBURY , CT 06702-2000

535 SCOTT RD
0471-0141-0047
8519-295

Online Printed

LIST NUMBER	DIST	BANK	ON GRAND LIST	TOTAL TAX DUE	PAYMENT DUE	PAYMENT DUE
2024 01 0031007		SL	OCTOBER 1, 2024	432,538.94	July 1, 2025	January 1, 2026
					216,269.47	216,269.47
					DELINQUENT AFTER AUG 1, 2025	DELINQUENT AFTER FEB 2, 2026

MILL RATE	GROSS ASSESSMENT	EXEMPTION	NET ASSESSMENT
44.9800	10,150,000	0	9,616,250

047101410047

VILLAGEWOOD APARTMENTS VENTURES LLC

Historical Connecticut HUD OCAF	
2026	4.3%
2025	3.0%
2024	7.1%
2023	6.1%
2022	2.9%
2021	2.6%
2020	2.5%
2019	3.1%
2018	2.2%
2017	1.1%
10-Year Avg: 3.5%	

Year	Taxes Trended at 3.5%
Year 1 (2026-2027)	$432,539
Year 2 (2027-2028)	$447,678
Year 3 (2028-2029)	$463,347
Year 4 (2029-2030)	$479,564

Source: HUD

Q&A



City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: June 11, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Environmental Partners CT, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Environmental Partners CT, Inc. (the "Consultant"). At its rescheduled regular meeting of May 14, 2026, the Board of Education approved a Professional Services Agreement with Environmental Partners CT, Inc.

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
ENVIRONMENTAL PARTNERS CT, 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 06702 (the "City") and ENVIRONMENTAL PARTNERS CT, INC., located at 2101 Gaither Rd, Suite 500, Rockville, MD 20850-4037, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified 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 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 221 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (23 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (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 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 Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 221 pages, and Consultant's Cost Information Schedule, consisting of 23 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services on Administration
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement –Inspection Services
- Water Main Inspection Services
- Water Storage Tank Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;

1.3.2 provides a general description of the Task Order project;

1.3.3 provides the time by which all work under the Task Order shall be completed;

1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;

1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;

1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 a Consultant representative acceptable to the City's Using Agency.

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. 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 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 as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. 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 are present, that will or may have direct contact with a student 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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 be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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 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.

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:

$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/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 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 & Lead

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 its Board of Education as an Additional Insured and include a waiver of subrogation on all policies 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 basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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. 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.

9.9 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.

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. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: ENVIRONMENTAL PARTNERS CT, INC.
2101 Gaither Rd, Suite 500
Rockville, MD 20850-4037

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
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:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

ENVIRONMENTAL PARTNERS CT, INC.

By:_____
Print name:
Its _____

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 221 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (23 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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.

City of Waterbury, CT | RFQ #8132

ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027

November 1, 2024

ATTACHMENT E: COST INFORMATION SCHEDULE



ENVIRONMENTAL PARTNERS
— An Apex Company —

ENVIRONMENTAL PARTNERS
— An Apex Company —

November 1, 2024

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
City Hall Building, Room 103
235 Grand Street
Waterbury, CT 06702

RE: Engineering On-Call Services 2025 through 2027; RFQ #8132; Attachment E: Cost Information Schedule

Dear Mr. McCaffery:

Environmental Partners CT, Inc. (EP) is pleased to express our interest in continuing to provide on-call engineering services for the City of Waterbury. As prescribed in the City's RFQ, our completed Attachment E: Cost Information Schedule has been submitted under a separate cover in a separately sealed envelope.

We trust that our partnership formed with the City over the last four years, our successfully completed task orders, and responsiveness have shown our commitment to you, and that you will also find our record of performance in other communities to be impeccable. EP acknowledges receipt of Addenda #1 and we look forward to discussing our approach and qualifications with you.

If you have any questions about the information contained in our response, please do not hesitate to contact either Ryan Allgrove or I directly.

Sincerely,
Environmental Partners CT, Inc.

Ryan J. Trahan, PE
President
Phone: 617.657.0253
Email: rjt@envpartners.com

Ryan J. Allgrove, PE
Program Manager
Phone: 617.657.0281
Email: rja@envpartners.com

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Environmental Partners CT, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☑ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (~~Project~~) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 238.00	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 210.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 180.00	$ N/A
Engineer ~~(Senior)~~ (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 160.00	$ 240.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 3 years of experience and specialty.	$ 160.00	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 115.00	$ N/A
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 145.00	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 115.00	$ 172.50
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 7 years of experience and specialty.	$ 205.00	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 135.00	$ N/A
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 238.00	$ N/A
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 1 years of experience and specialty.	$ 99.00	$ N/A
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 15 years of experience and specialty. Principal - Civil	$ 265.00	$ N/A
Project Manager	Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 238.00	$ N/A
Senior Project Engineer	Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 210.00	$ N/A
Project Engineer	Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 180.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer	Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 160.00	$ 240.00
	Specify minimum _____ years of experience and specialty.	$	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1.00
2	Color Printing and photocopies (Up to 11"x17")	Each.	$
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1.00
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1.00
5	Large Format Mylar Plotting	S.F.	$
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$
8	Blackline prints	Cost	Cost + 5 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 5 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 5 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 5 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Environmental Partners CT, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☑ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer ~~(Project)~~ (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 245.00	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 217.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 187.00	$ N/A
Engineer ~~(Senior)~~ (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 168.00	$ 252.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 3 years of experience and specialty.	$ 168.00	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 121.00	$ N/A
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 152.00	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 121.00	$ 181.50
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 7 years of experience and specialty.	$ 212.00	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 140.00	$ N/A
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 245.00	$ N/A
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 1 years of experience and specialty.	$ 104.00	$ N/A
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 15 years of experience and specialty. Principal - Civil	$ 272.00	$ N/A
Project Manager	Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 245.00	$ N/A
Senior Project Engineer	Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 217.00	$ N/A
Project Engineer	Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 187.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer	Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 168.00	$ 252.00
	Specify minimum _____ years of experience and specialty.	$	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1.00
2	Color Printing and photocopies (Up to 11"x17")	Each.	$
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1.00
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1.00
5	Large Format Mylar Plotting	S.F.	$
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$
8	Blackline prints	Cost	Cost + 5 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 5 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 5 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 5 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Environmental Partners CT, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☑ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (~~Project~~) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 252.00	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 224.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 195.00	$ N/A
Engineer ~~(Senior)~~ (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 176.00	$ 264.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 3 years of experience and specialty.	$ 176.00	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 127.00	$ N/A
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 160.00	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 127.00	$ 190.50
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 7 years of experience and specialty.	$ 218.00	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
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ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

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Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 145.00	$ N/A
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 252.00	$ N/A
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 1 years of experience and specialty.	$ 109.00	$ N/A
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
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Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 15 years of experience and specialty. Principal - Civil	$ 280.00	$ N/A
Project Manager	Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 252.00	$ N/A
Senior Project Engineer	Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 224.00	$ N/A
Project Engineer	Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 195.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

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ATTACHMENT E – COST INFORMATION SCHEDULE

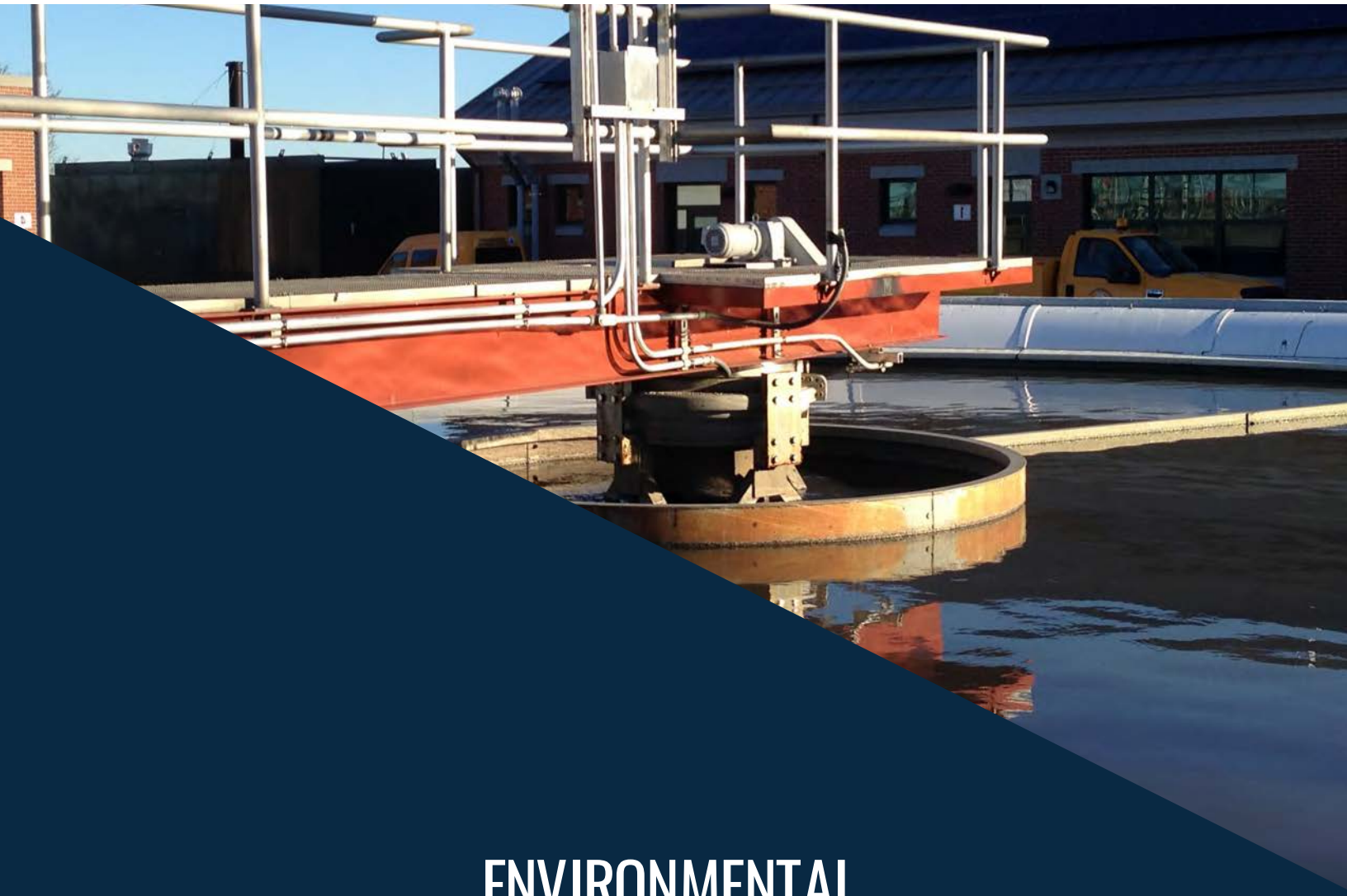
City of Waterbury

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8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION



ENVIRONMENTAL PARTNERS

— An Apex Company —



Department of Engineering

The City of Waterbury

June 11, 2026

To: Paul K. Pernerewski, Jr and City of Waterbury Board of Aldermen

From: Roy E. Cavanaugh, P.E., City Engineer Roy E

RE: Long Island Sound Risdon Dam Removal Grant

Kindly give favorable consideration for the approval and to authorize the Mayor to execute CT DEEP Long Island Sound Ecosystems Grant for repair and/or removal of the Risdon Pond Dam. The Engineering Department respectfully requests that the Board of Aldermen consider approving this request to authorize the Mayor to execute all necessary documentation for the Risdon Dam Removal Grant from the Connecticut Department of Energy and Environmental Protection (DEEP) under the Long Island Sound (LIS) Ecosystem Grant Program. This board authorized the submission of the original grant application to DEEP at the December 15, 2025 meeting (City Clerk Memorandum attached as Exhibit A). On April 28, 2026, the City was notified by DEEP that the project was selected for full funding in the amount of $339,000.00 (a copy of the offer letter is attached as Exhibit B). There is no City match required. The purpose of the grant is to obtain design funds for the permitting, design and environmental sampling required for removal of the Risdon Dam at 2100 South Main Street. Eligible expenses are reimbursable. The project duration is anticipated to be 24 months from grant award. It is a follow-on project to the preliminary engineering investigation and environmental sampling done at the dam using City funds. The dam is non-functional and was compromised by a partial breach during the August 2024 storm event. The CT DEEP is monitoring it and has indicated that the dam needs to be either repaired or removed.

An Engineering Department representative will be present at the Board of Aldermen meeting to answer any questions that you may have regarding this request.

Attachments (2)

EXHIBIT A

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: December 23, 2025 **(Revised)**

FROM: Board of Aldermen

TO: Roy E. Cavanaugh, *P.E., City Engineer*

SUBJECT: AUTHORIZATION TO APPLY FOR LONG ISLAND SOUND ECOSYSTEMS GRANT – RISDON POND PROJECT

At a regular meeting of the Board of Aldermen held on Monday, December 15, 2025, the Board voted unanimously to APPROVE the Connecticut Department of Energy and Environmental Protection Long Island Sound Ecosystems Grant, Habitat Restoration Application, for removal of the Risdon Pond Dam and restoration of the stream through the area.

ATTEST:
Michael J. Dalton
City Clerk

MJD/ec

Item: #38

cc: Corporation Counsel

EXHIBT B

Connecticut
Department of Energy &
Environmental Protection

Roy E. Cavanaugh, P.E.
City Engineer, City of Waterbury
185 South Main Street
Waterbury, CT 06706

Subject: CT DEEP Long Island Sound Ecosystems Grant

April 28, 2026

Dear Roy E. Cavanaugh,

Congratulations, the proposal submitted on behalf of the City of Waterbury titled 'Risdon Pond Dam Removal' has been selected to receive funding through the Department of Energy and Environmental Protection's (DEEP) Long Island Sound Ecosystems Grant Program! This was a competitive round of funding; we received 29 applications requesting over $14.5 million.

Your project was selected for full funding and will be funded in the amount of $339,000.

Please refer to the attached "Ecosystems Grant Awardee Next Steps" document to find instructions on how to confirm your intention to accept this award and an overview of what is needed for DEEP to start processing your contract. Contact DEEP.EcosystemsGrant@ct.gov if you have any questions about your award or the contracting process.

Thank you for joining DEEP as we work together to restore fish passage in the Long Island Sound Watershed!

Sincerely,

Graham J. Stevens, Chief
Bureau of Water Protection and Land Reuse

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: June 11, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and BSC Group, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and BSC Group, Inc. (the "Consultant"). At its rescheduled regular meeting of May 14, 2026, the Board of Education approved a Professional Services Agreement with BSC Group, Inc.

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
BSC GROUP, 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 06702 (the "City") and BSC GROUP, INC., located at 655 WINDING BROOK DRIVE, GLASTONBURY, CT 06033, a State of Connecticut duly registered foreign (MA) corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified 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 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 186 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (10 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (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 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 Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 186 pages, and Consultant's Cost Information Schedule, consisting of 10 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Parks/Recreation – Inspection
- Construction Administration
- Water Main Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 a Consultant representative acceptable to the City's Using Agency.

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. 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 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 as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. 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 are present, that will or may have direct contact with a student 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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 be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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 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.

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:

$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/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 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 & Lead

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 its Board of Education as an Additional Insured and include a waiver of subrogation on all policies 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 basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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. 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.

9.9 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.

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. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: BSC GROUP, INC.
655 WINDING BROOK DRIVE
GLASTONBURY, CT 06033

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
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:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

BSC GROUP, INC.

By:_____
Print name:
Its _____

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 186 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (10 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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.

BSC GROUP

COST INFORMATION SCHEDULE (RFQ #8132)
NOVEMBER 1, 2024

Engineering On-Call Services 2025-2027

City of Waterbury







ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: BSC Group, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☒ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____12__ years of experience and specialty.	$ 250.00_____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum ____7___ years of experience and specialty.	$ 200____	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 6 years of experience and specialty.	$ 175.00	$
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 4 years of experience and specialty.	$ 140.00	$
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 6 years of experience and specialty.	$ 165.00	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 2 years of experience and specialty.	$ 110.00	$
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 6 years of experience and specialty.	$ 140.00	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 115.00	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 230.00	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 5 years of experience and specialty.	$ 165.00	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 5 years of experience and specialty.	$ 180.00	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 6 years of experience and specialty.	$ 210.00	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 4 years of experience and specialty.	$ 140.00	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 15 years of experience and specialty.	$ 285.00	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 2 years of experience and specialty.	$ 105.00	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 4 years of experience and a Rod Man with a minimum of 6 months experience,	$ 250.00	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 330.00	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1.05
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.69
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1.05
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1.65
5	Large Format Mylar Plotting	S.F.	$ 3.55
6	Electronic Scanning	S.F.	$ 0.55
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.11
8	Blackline prints	Cost	Cost + 0 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 0 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 0 %

12	Reproduction Costs	Per page	Cost + 0 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 0 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 0 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

BSC GROUP

www.bscgroup.com



City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: June 11, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Tata & Howard, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Tata & Howard, Inc. (the "Consultant"). At its rescheduled regular meeting of May 14, 2026, the Board of Education approved a Professional Services Agreement with Tata & Howard, Inc.

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
TATA & HOWARD, 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 06702 (the "City") and TATA & HOWARD, INC., located at 67 FOREST STREET STE 2, MARLBOROUGH, MA 01752, a State of Connecticut duly registered foreign (MA) corporation, with a place of business at 37 Brookside Road, Waterbury, CT 06708 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified 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 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 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 31, 2024 and consisting of 160 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (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 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 Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated October 28, 2024 and consisting of 47 pages, and Consultant's Cost Information Schedule, consisting of 13 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement Inspection Services
- Water Main Inspection Services
- Water Storage Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 a Consultant representative acceptable to the City's Using Agency.

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. 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 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 as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. 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 are present, that will or may have direct contact with a student 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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 be in accordance with the Consultant's response to **RFQ No. 8132**, dated October 31, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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 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.

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:

$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/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 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 & Lead

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 its Board of Education as an Additional Insured and include a waiver of subrogation on all policies 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 basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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. 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.

9.9 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.

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. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: TATA & HOWARD, INC.
67 FOREST STREET STE 2
MARLBOROUGH, MA 01752

With a copy to: TATA & HOWARD, INC.
37 Brookside Road
Waterbury, CT 06708

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
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:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

TATA & HOWARD, INC.

By:_____
Print name:
Its _____

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 31, 2024 and consisting of 160 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (all attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tata & Howard, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- x̃ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 5 years of experience and specialty. Water, wastewater, stormwater	$ 176	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty. Water, wastewater, stormwater	$ 214	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum __1___ years of experience and specialty.	$ 121	$ _____
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum __4___ years of experience and specialty.	$ 153	$ _____
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum __1___ years of experience and specialty.	$ 120	$ _____
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _10_ years of experience and specialty.	$ 246	$ _____
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 124	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 8 years of experience and specialty.	$ 195	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 91	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 2 years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Project Officer	Specify minimum 15 years of experience and specialty.	$ 300	$ _____
Senior Engineer	Specify minimum 15 years of experience and specialty. Treatment process design and analysis and holds a PE license	$ 253	$ _____
Associate	Specify minimum 15 years of experience and specialty.	$ 249	$ _____
Senior Project Manager	Specify minimum 15 years of experience and specialty.	$ 214	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Senior Project Designer	Specify minimum 5 years of experience and specialty.	$ 153	$
Project Designer	Specify minimum 3 years of experience and specialty.	$ 145	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.27
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.06
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.27
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.45
5	Large Format Mylar Plotting	S.F.	$ 0.80
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .05
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tata & Howard, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- x 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 5 years of experience and specialty. Water, wastewater, stormwater	$ 183	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty. Water, wastewater, stormwater	$ 222	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum __1___ years of experience and specialty.	$ 125	$ _____
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum __4___ years of experience and specialty.	$ 159	$ _____
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum __1___ years of experience and specialty.	$ 124	$ _____
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _10_ years of experience and specialty.	$ 255	$ _____
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 128	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 8 years of experience and specialty.	$ 202	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 94	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 2 years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Project Officer	Specify minimum 15 years of experience and specialty.	$ 300	$ _____
Senior Engineer	Specify minimum 15 years of experience and specialty. Treatment process design and analysis and holds a PE license	$ 263	$ _____
Associate	Specify minimum 15 years of experience and specialty.	$ 258	$ _____
Senior Project Manager	Specify minimum 15 years of experience and specialty.	$ 222	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Senior Project Designer	Specify minimum 5 years of experience and specialty.	$ 166	$
Project Designer	Specify minimum 3 years of experience and specialty.	$ 150	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.27
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.06
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.27
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.45
5	Large Format Mylar Plotting	S.F.	$ 0.80
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .05
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tata & Howard, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- x 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 5 years of experience and specialty. Water, wastewater, stormwater	$ 190	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty. Water, wastewater, stormwater	$ 230	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum __1___ years of experience and specialty.	$ 130	$ _____
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum __4___ years of experience and specialty.	$ 165	$ _____
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum __1___ years of experience and specialty.	$ 128	$ _____
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _10_ years of experience and specialty.	$ 265	$ _____
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 133	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 8 years of experience and specialty.	$ 210	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 97	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 2 years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Project Officer	Specify minimum 15 years of experience and specialty.	$ 300	$ _____
Senior Engineer	Specify minimum 15 years of experience and specialty. Treatment process design and analysis and holds a PE license	$ 273	$ _____
Associate	Specify minimum 15 years of experience and specialty.	$ 268	$ _____
Senior Project Manager	Specify minimum 15 years of experience and specialty.	$ 230	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Senior Project Designer	Specify minimum 5 years of experience and specialty.	$ 160	$
Project Designer	Specify minimum 3 years of experience and specialty.	$ 156	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.27
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ .06
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.27
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.45
5	Large Format Mylar Plotting	S.F.	$ 0.80
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.05
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: June 11, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Luchs Consulting Engineers LLC.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Luchs Consulting Engineers LLC. (the "Consultant"). At its rescheduled regular meeting of May 14, 2026, the Board of Education approved a Professional Services Agreement with Luchs Consulting Engineers LLC.

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
LUCHS CONSULTING ENGINEERS LLC

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 LUCHS CONSULTING ENGINEERS LLC, located at 89 COLONY ST, MERIDEN, CT 06451, a State of Connecticut duly registered domestic limited liability company (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified 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 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 74 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (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 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 Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 74 pages, and Consultant's Cost Information Schedule, consisting of 18 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Parks/Recreation – Inspection
- Construction Administration
- Construction or Resident Engineering Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam Inspection Services
- Water Main Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 a Consultant representative acceptable to the City's Using Agency.

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. 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 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 as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. 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 are present, that will or may have direct contact with a student 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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 be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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 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.

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:

$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/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 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 & Lead

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 its Board of Education as an Additional Insured and include a waiver of subrogation on all policies 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 basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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. 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.

9.9 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.

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. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: LUCHS CONSULTING ENGINEERS LLC
89 COLONY ST
MERIDEN, CT 06451

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
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:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

LUCHS CONSULTING ENGINEERS LLC

By:_____
Print name:
Its _____

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 74 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

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 Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Luchs Consulting Engineers, LLC
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- X 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 185.00	$ 185.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 175.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 20 years of experience and specialty.	$ 150.00	$ 150.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 135.00	$ 135.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 2 years of experience and specialty.	$ 120.00	$ 120.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 4 years of experience and specialty.	$ 110.00	$ 110.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 120.00	$ 120.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 105.00	$ 105.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 175.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 175.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum __10__ years of experience and specialty.	$ 165.00	$ 165.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum __2___ years of experience and specialty.	$ 125.00	$ 125.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum _10__ years of experience and specialty.	$ 165.00	$ 165.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum __8__ years of experience and specialty.	$ 90.00	$ 90.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of _10__ years of experience and a Rod Man with a minimum of 6 months experience,	$ 285.00	$ 285.00
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal Professional Engineer/Project Manager	Specify minimum _25__ years of experience and specialty. _____	$ 220.00	$ 220.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.25
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.15
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.25
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.50
5	Large Format Mylar Plotting	S.F.	$ 2.00
6	Electronic Scanning	S.F.	$ 0.50
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 15 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 15 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 15 %
11	Other project-related reimbursable expenses	Cost	Cost + 15 %

12	Reproduction Costs	Per page	Cost + 15 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 15 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 15 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Luchs Consulting Engineers, LLC
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜x 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 190.00	$ 190.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 20 years of experience and specialty.	$ 155.00	$ 155.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 140.00	$ 140.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 2 years of experience and specialty.	$ 125.00	$ 125.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 4 years of experience and specialty.	$ 115.00	$ 115.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 125.00	$ 125.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 110.00	$ 110.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 170.00	$ 170.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 130.00	$ 130.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 170.00	$ 170.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 8 years of experience and specialty.	$ 95.00	$ 95.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 10 years of experience and a Rod Man with a minimum of 6 months experience,	$ 290.00	$ 290.00
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal Professional Engineer/Project Manager	Specify minimum 25 years of experience and specialty. _____	$ 225.00	$ 225.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.25
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.15
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.25
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.50
5	Large Format Mylar Plotting	S.F.	$ 2.00
6	Electronic Scanning	S.F.	$ 0.50
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 15 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 15 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 15 %
11	Other project-related reimbursable expenses	Cost	Cost + 15 %

12	Reproduction Costs	Per page	Cost + 15 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 15 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 15 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Luchs Consulting Engineers, LLC
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- x 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 200.00	$ 200.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 190.00	$ 190.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 20 years of experience and specialty.	$ 165.00	$ 165.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 150.00	$ 150.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 2 years of experience and specialty.	$ 135.00	$ 135.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 4 years of experience and specialty.	$ 125.00	$ 125.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 135.00	$ 135.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 120.00	$ 120.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 190.00	$ 190.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 190.00	$ 190.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 140.00	$ 140.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 8 years of experience and specialty.	$ 105.00	$ 105.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 10 years of experience and a Rod Man with a minimum of 6 months experience,	$ 300.00	$ 300.00
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal Professional Engineer/Project Manager	Specify minimum 25 years of experience and specialty. _____	$ 235.00	$ 235.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

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IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
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NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

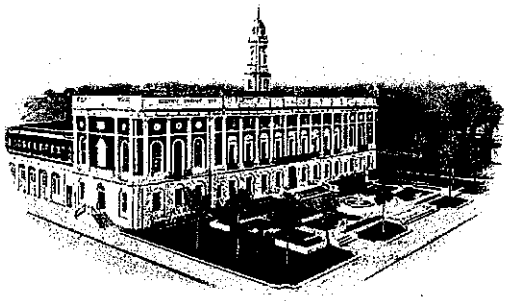
6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

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: June 11, 2026

Subject: Budget Transfers – General Fund FY26

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, 2026 in the amount of $2,250,000.

Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Operating Charges						
Contingency Account	10010006	599001	$2,500,000	$250,000	$2,250,000	
City Clerk						
Salaried Employees	1100001	511500	$233,076	$243,076		$10,000
Finance						
Salaried Employees	2010001	511500	$2,354,425	$2,409,425		$55,000
Purchasing						
Salaried Employees	2100001	511500	$315,717	$333,717		$18,000
Information Technology						
Salaried Employees	2220001	511500	$1,396,440	$1,466,440		$70,000
Vacation & Sick Term Payout	2220001	511800	$0	$45,000		$45,000
Police						
Vacation & Sick Term Payout	3010001	511800	$0	$302,000		$302,000
Fire						
Salaried Employees	3100001	511500	$20,065,454	$20,625,454		$560,000
Overtime	3100001	511650	$2,050,000	$2,415,000		$365,000
DPW- Director						
Salaried Employees	4010001	511500	$701,727	$746,727		$45,000
DPW- Public Buildings						
Electricity	4070002	545006	$855,000	$905,000		$50,000
DPW- Leisure						
Salaried Employees	4070003	511500	$500,896	$530,896		$30,000
Overtime	4070003	511650	$20,000	$60,000		$40,000
DPW- Central Vehicle Maint.						
Overtime	4100001	511650	$80,000	$110,000		$30,000
DPW- NEDA						
Salaried Employees	4100004	511500	$238,846	$263,846		$25,000
Health						
Temporary Employees	6010001	511600	$300,000	$675,000		$375,000
Senior Center						
Salaried Employees	6030001	511500	$182,172	$207,172		$25,000

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • (203) 574-6777

Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Library						
Salaried Employees	7010001	511500	$1,585,299	$1,610,299		$25,000
Electricity	7010001	545006	$82,000	$92,000		$10,000
Natural Gas	7010001	561505	$20,000	$30,000		$10,000
General Financial						
Group Insurance- General	10010004	522001	$276,000	$336,000		$60,000
Group Insurance- Education	10010004	522002	$512,000	$612,000		$100,000
Total General Fund Transfers					**$2,250,000**	**$2,250,000**

This budget transfer would move a total of $2,250,000 from the City's Contingency account to accounts in various department budgets that pertain to personnel and utility expenses. The transfers above will allow the departments to end FY26 within budget.

Throughout the fiscal year, the monthly financial status report has explained that departments would possibly need budget transfers to salary accounts due to the fact that several collective bargaining agreements were outstanding at FY26 budget development time. Possible salary increases were accounted for in the City's Contingency account. During this fiscal year, a Memorandum of Agreement (MOA) for a one-year extension of the White Collar Union contract was approved by the Board of Aldermen. Successor contracts with the Nurse Supervisor and Fire Unions were also approved by the Board. The Management Union contract is still outstanding for the current fiscal year. Many of the salary account transfers that are seen above are necessary to accommodate these collective bargaining agreements. In addition to regular salary accounts, there are transfers to overtime, temporary salary and vacation & sick term payout accounts that are necessary to keep departments within budget for the fiscal year. There are also transfers to the accounts used to fund the City's life insurance policies for General Government and Education Department employees. Additional funding is needed in these accounts to accommodate expenses through fiscal year-end.

This budget transfer includes $70,000 for several utility accounts within the Department of Public Works and Library budgets. These transfers are necessary to fund electricity and natural gas invoices through the end of the fiscal year.

The Contingency account currently has a balance of $2,500,000. After this transfer, the account will have a balance of $250,000.

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 June 22, 2026.

cc: The Honorable Paul K. Pernerewski, Jr., Mayor, City of Waterbury
Joseph A. Geary, Chief of Staff, City of Waterbury
Judith Mancini, Advisor to the Mayor, City of Waterbury
Michael LeBlanc, Director of Finance, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury



DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

EXECUTIVE SUMMARY

To: President Michael DiGiovancarlo
City of Waterbury Board of Aldermen

CC: Mayor Paul Pernerewski

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

Date: June 11, 2026

Re: Memorandum of Understanding with Torrington Area Health District for Public Health Emergency Preparedness Grant subreipient services

The Waterbury Health Department (WHD) respectfully requests your approval of the attached Memorandum of Understanding with Torrington Area Health District (TAHD). TAHD is the lead agency for our region on the CDC's Public Health Emergency Preparedness Grant and WHD receives $61,639 as a subrecipient of this grant. The term of this MOU is July 1, 2026 through June 30, 2027. There is no match required of the City of Waterbury to enter into this MOU.

Background:
Part of the activities TAHD coordinates through this role is the Cities Readiness Initiative, a set of activities in preparedness and emergency response. With these funds, Waterbury Health Department supports a portion of the salary of Sheena Pinnock, MPH, Emergency Preparedness and Response Coordinator, to conduct the required activities and reports required of this grant. Because Ms. Pinnock's position has been integrated into the General Fund effective July I, 2026 the funds will be used to offset costs to the city for her salary, for the purchase of emergency preparedness materials to continue work initiated with other grants, and for the hiring of interns to assist Ms. Pinnock in carrying out emergency preparedness training exercises required by the grant. This MOU is subject to non-substantive changes by Corporation Counsel.

Attached: Please find attached the MOU with TAHD.

TORRINGTON AREA HEALTH DISTRICT

350 Main Street ♦ Suite A ♦ Torrington, Connecticut 06790
Phone (860) 489-0436 ♦ Fax (860) 496-8243 ♦ E-mail info@tahd.org ♦ Web www.tahd.org
"Promoting Health & Preventing Disease Since 1967"

The **Waterbury Health Department** agrees to complete the following activities and deliverables in coordination with the **Cities Readiness Initiative (CRI) Region 5** contractor, **Torrington Area Health District.**

1. **Local Health Subcontractor Administration and Planning:**
   The local health subcontractor shall:
   a. Enter into an agreement with the Contractor for utilization of PHEP funding.
   b. Attend CRI Region's regularly scheduled regional meetings, including planning meetings, associated workgroups, and meetings with community organizations representing Vulnerable Populations/Access and Functional Needs (VP/AFN) groups,
   c. Maintain bi-annually, updated PHERP or equivalent as evidenced by the signature and date of the local health subcontractor's Chief Elected Official or Board Chair on the plans, as applicable.
      i. Upon request, provide up-to-date local plans to CRI Regional Contractor, including the following:
         1. The local health subcontractor's PHERP or Local Emergency Operations Plan;
         2. The local health subcontractor's MCM Plan/Annex including POD/POV plans and RDS plans if applicable.
         3. High Consequence Disease Plan/Annex
         4. Pandemic Influenza/Mass Vaccination Plan/Annex
         5. Anthrax- Plan/Annex
   d. Attend and provide input at debriefing(s) conducted and scheduled by the Department's MCM Coordinator(s) pertaining to the ORE;
   e. Evaluate local plans to identify gaps, and select two (2) PHEP Capabilities and functions that need development; contribute that information at the CRI Regional meeting by voting on the two (2) PHEP Capabilities that will serve to focus CRI Regional efforts for the following Contract Period;
   f. Select which year(s) their community(ies) will fulfill required TTX, Drills and Exercises, so that they can be included in the Regional IPP as part of the annual CRI Regional IPPW meetings;
   g. Complete a risk-based jurisdictional data collection form, developed and distributed by the Department, which will be used to inform the statewide JRA as required by the Contractor, on an annual basis;
   h. Provide the Contractor, upon request, a list of community organizations or agencies that serve Vulnerable Populations within their jurisdiction(s), including at a minimum the following information:
      i. Name of the organization,
      ii. Type of Organization, or VP/AFN groups served,
      iii. Phone Number,
      iv. Email, and
      v. Address

i. Provide quarterly updates to the Contractor on the status of Capability planning based on the 2 capabilities selected by the region for the quarterly Regional Integrated Action Plan (IAP).

j. Provide an update on the status of their MCM planning efforts to the Contractor and include the following:
   i. Specific, measurable, and time-bound objectives developed to address deficiencies noted in their local MCM plan;
   ii. Primary POD/POV locations and associated points of contact;
   iii. A proposed RDS for Regional operations, if such a facility is located within the local health subcontractor's community; and
   iv. Local plan details to include the local distribution site staff roles, security, transportation assets and plans, and distribution elements including chain of custody, cold chain management, delivery locations, and transport methods and routes, as stipulated in CDC CRI guidance;

k. Complete and submit to the Contractor no later than thirty (30) days prior to the CRI Region's scheduled ORE or by June 1st in alternate years, the required ORE forms as determined by the CDC.

l. Comply with reporting directives requested by the Department's Commissioner, or the Department's Office of Public Health Preparedness and Response related to public health disasters, events and emergencies occurring in their jurisdiction; and

m. Maintain updated profiles and user accounts in the Virtual State Emergency Operations System.

n. As applicable, participate in Regional Volunteer Management meetings and MRC Unit activities, as follows:
   i. Attend Quarterly meetings scheduled by the Regional Volunteer Management MRC Coordinator and the Department;
   ii. Follow the DESPP DEMHS SOP for MRCs
   iii. Provide copies of complete activation paperwork and mission details of MRC Unit(s) to the Regional Volunteer Management MRC Coordinator;
   iv. Utilize the CT Responds system to generate reports of volunteer and mission activities and provide to the Regional Volunteer Management MRC Coordinator; and
   v. Utilize the CT Responds System to complete volunteer registration, recruitment, background checks, license verification, retention, and activations.

2. <u>Local Health Subcontractor Tabletops, Drills, Functional Exercises, FSEs & Real-World Incidents:</u>

The local health subcontractor shall:

a. Confirm all required TTX, Drills, Functional or FSE, and responses to Real- World Incidents engage organizations that address the needs of identified Vulnerable Populations located within the local health subcontractor's jurisdiction(s). Evidence of these efforts shall be in the form of AAR-IPs that include sections on engagement of Vulnerable Populations/Access and Functional Needs agencies.

b. Perform the following activities designed to prepare the health department for execution of a Full-Scale Exercise, and response to Real-World Incidents:

i. Participate in exercises conducted by the CRI Region as dictated by the Regional IPP.
ii. If selected by the Department and Region to participate in and complete a FSE, complete the following:
    1. Development of Exercise objectives following HSEEP principles.
    2. Planning and coordination with municipal and community partners to identify gaps and strategies and to address those gaps; and
    3. Submission of Regional ORE required documentation, as directed by the Department.
iii. Complete a minimum of two (2) Call-Down Drills on an annual basis, one drill every 6 months, and include at a minimum each of the following local partners below in each drill:
    1. Staff to operate the local distribution site;
    2. EOC personnel, including the local emergency management director;
    3. Critical Workforce Groups; and
    4. Others engaged in the Exercise or incident.
iv. Follow up, via telephone or email, with non-responsive local partners identified during the Call-Down Drill to confirm contact information.
v. Complete the following three (3) drills within their jurisdiction(s) for each of their primary POD or POV sites, per the CRI Region's IPP, no later than May 31, 2029:
    1. Site activation drill;
    2. staff notification and assembly drill; and
    3. facility set-up drill.

3. <u>CDC CRI Guidance updates</u>

1. The Contractor shall monitor CDC CRI Guidance for updates on Exercise requirements. Contractor shall comply, and require subcontractor compliance, with such updates. Updates to Exercise requirements in the CDC CRI Guidance shall not require an amendment to this Contract.

4. <u>Local health subcontractor Reports and Report Schedule:</u>

The local health subcontractor shall comply with the following reporting requirements:

a. The local health subcontractor shall submit quarterly Programmatic Progress Reports to the Contractor, for review and approval, utilizing the provided Department progress report template;
    i The Programmatic Progress Report will include the following documentation for submission to the Contractor:
        1. Completed Call-Down drill forms;
        2. Completed exercise/drill data; and
        3. A list of organizations that serve the needs of Vulnerable Populations, including those that assist people with disabilities or access and functional needs submitted to the Contractor.
    ii. The Programmatic Progress Reports shall describe the activities conducted under its subcontract;

iii. The final Programmatic Progress Report due at the end of the Funding Period shall be cumulative for the entire Funding Period;

b. The local health subcontractor shall submit quarterly Volunteer Management Programmatic Progress Report to the Contractor, for review and approval, utilizing the provided Department progress report template;

i. Summary measures extracted from the CT Responds System, to include:

1. Total number of volunteers enrolled in the CT Responds System;
2. Total number of new volunteers per quarter;
3. Total number of completed activations;
4. Total number of hours of volunteer work;
5. Evidence that all active and deployable volunteers have completed the loyalty oath as outlined in Connecticut General Statutes Section 28-12, and proof that it is included in their CT Responds System profiles;
6. Number of active volunteers that have received a complete background check in the CT Responds System; and
7. Number of licensed volunteers whose medical licenses were verified in the CT Responds System.

c. Local health subcontractor shall submit budgets and budget justifications for each budget period to the contractor.

d. Local health subcontractor shall submit a final Financial Expenditure report at the end of the budget period to the Contractor for review and approval.

i Financial Expenditure Reports shall include all expenditures incurred in the provision of subcontracted services and include justifications for said expenditures; the final Financial Expenditure Report shall not include any unpaid obligations; and

ii Programmatic Progress Reports shall be submitted to the Contractor according to the following schedule for each Funding Period as follows:

REPORTING PERIOD	**REPORTS DUE ON OR BEFORE**
July 1 through September 30	October 15
October 1 through December 31	January 15
January 1 through March 31	April 15
April 1 through June 30	July 15

iii Unless approved by DPH:

- All activities and requirements identified in this contract shall be included verbatim in the subcontract executed between the contractor and subcontractor.
- All requests for modification of subcontractor deliverables or deviation from the activities and requirements of this contract shall be submitted in writing to DPH for approval prior to execution with any subcontractor.

- All budget revisions must be submitted on the following dates and on the appropriate DPR form. Budget revisions will be accepted on the following dates: September 15, January 15, March 15, and May 1 of each year. Revisions will not be accepted after May 1st of each year.

iv Subcontractor compliance with deliverables and reporting requirements shall be monitored and shall be considered in subsequent decisions regarding Department funding of the subcontractor under this contract, at the sole and final discretion of the Department.

v Subcontractors receiving such funds shall only use such funds for preparedness activities as indicated in this contract.

vi The Contractor may utilize excess funds unexpended by subcontractors for MDA planning functions, or to fulfill regional activities that directly align with the CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning (2018) or the latest version of such publication.

vii The Contractor shall provide the Department with copies of each such fully executed subcontract upon request.

PROGRAM REPRESENTATIVES

Aisling McGuckin hereby designates _____, its PHEP program representative. Torrington Area Health District (TAHD) hereby designates **Brien LaForge as** its Emergency Management Coordinator as the program representative.

COMPENSATION

Waterbury Health Department shall submit all quarterly reports to the **Torrington Area Health District.**

Program Budget	Amount
PHEP	$61,639.00

Waterbury Health Department shall expend funds within the contract period and in accordance with the applicable **Approved Budget** that was submitted to the Department for approval.

PAYMENT SCHEDULE

Waterbury Health Department shall be subject to the conditions outlined in this agreement and payments are subject to DPH approval of quarterly Programmatic Progress Reports, associated deliverables, and Financial Expenditure Reports.

TAHD shall provide quarterly payments after receipt of and approval of scheduled reports and all deliverables or services as submitted by Waterbury Health Department, and in an amount equal to the amount of expenditure reported and approved.

TAHD shall have the right to inspect, to the extent deemed necessary by the TAHD, all work and records in connection with the Memorandum of Agreement. TAHD reserves the right to reduce payments and withhold funding from Waterbury Health Department for not submitting or completed required deliverables, or has not submitted required reports or audits, or has submitted reports that have not received CT DPH approval, or has submitted reports that do not support the need for full payment, provided that notice thereof shall have been given to Waterbury Health Department in a reasonable time to correct any such deficiencies that might have been identified by DPH or TAHD.

COMPLIANCE WITH DEPARTMENT REQUIREMENTS

Waterbury Health Department shall comply with all DPH subcontract requirements as outlined in the **TAHD Contract with DPH** and will submit supporting documentation to TAHD.

Waterbury Health Department shall be liable for any contract or financial audit exceptions and shall return all funds that have been disallowed upon review of such audit, or as provided under the provision of DPH contract.

INSURANCE REQUIREMENTS

Waterbury Health Department agrees that while performing services specified in this Agreement, Waterbury Health Department shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed to "save harmless" the TAHD and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with TAHD prior to the performance of services.

AUDIT REQUIREMENTS

Waterbury Health Department must submit their end of the year auditors report to TAHD no later than six (6) months following the end of contract.

PERSONNEL

It is mutually agreed that Waterbury Health Department is an independent subcontractor, and this Agreement is for services and not a contract for employment and that, as such, Waterbury Health

Department shall not be entitled to the benefits by the TAHD such as worker's compensation, pension, retirement benefits or sick leave.

DEFAULT OR BREACH OF AGREEMENT

In the event either party is in default or breach of the terms of this Agreement, the non-defaulting or breaching party shall have the right to pursue all remedies available to it against the defaulting or breaching party in law or in equity.

TERMS OF AGREEMENT

The term of agreement shall be effective **July 1st, 2026 through June 30th, 2027,** and shall not exceed $61,639.00.

If the subcontractor or the contractor must alter this agreement they shall give 30 days' notice to the other party. These adjustments may include a change of PHEP Program representation, removal of subcontractor from this agreement, change of funding compensation.

The terms of this agreement are understood and accepted by:

Robert Rubbo, MPH, RS
Director of Health
Torrington Area Health District

4-27-2026
Date

Aisling McGuckin, RN, MSN-MPH
Director of Health
Waterbury Health Department

Date

Paul Pernerwski, Jr
Mayor
City of Waterbury

Date

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

ANGELA R. JULIANI
CORPORATION COUNSEL

LYNN M. MCHALE*
KEVIN J. DALY
RICHARD J. SCAPPINI
PAUL M. PIESZAK
JOSEPH W. BRITTON
KRISTEN M. NELSON
EVAN W. FOLEY

JUSTIN P. SOARES
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**

June 11, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Proposed Ordinance Creating a Loneliness and Social Isolation Commission

Dear Honorable Board Members:

I write in response to your request that the Office of the Corporation Counsel prepare an Ordinance creating a Loneliness and Social Isolation Commission whose mission is to assess and address loneliness and social isolation in Waterbury, CT.

I have attached a proposed Ordinance for your review and consideration

Thank you for your attention to this matter.

Respectfully submitted,

Angela R. Juliani

cc: Alderman Michael DiGiovancarlo
Mayor Paul K. Pernerewski, Jr.

Enc.

NEW DRAFT ORDINANCE

§ 31.012 LONELINESS AND SOCIAL ISOLATION COMMISSION

In accordance with the provisions of § 6D-1 of the Charter of the city, there shall be a Loneliness and Social Isolation Commission.

(A) *Membership, appointments, and terms of office*. The Loneliness and Social Isolation Commission shall consist of seven members, no more than four of whom shall be members of the same political party.

(1) The Mayor shall appoint all members in accordance with Section 4-2 (b) of the Charter. One member shall be a member of the Board of Aldermen, whose term shall correspond with that member's immediate term as an Alderman. Other members shall be health professionals, senior service providers, youth service providers, new parents, students, older adults, or caregivers.

(2) No later than sixty days after the effective date of this Ordinance, the Mayor shall appoint three members whose terms shall expire on December 31, 2027, and three members whose terms shall expire on December 31, 2029. At the end of their respective terms, their successors shall be appointed for a term of four years.

(B) *No compensation.* Members shall serve without compensation, but may be reimbursed for any expenses incurred under their official duties within the limitations of appropriations.

(C) *Organization of the Loneliness and Social Isolation Commission.* During its initial meeting, and in January of every even-numbered year after, the Commission shall select from among its members a chair, a secretary, and any other officers desired by the Commission.

(1) *Secretary and record keeping.* The Commission shall appoint a secretary with responsibility of all correspondence and record keeping. The Secretary shall forward copies of all things relevant to the City Clerk in accordance with the applicable law.

(2) *Meeting schedule.* The Commission shall meet on the third Tuesday of every month at 6:00 p.m., subject to any change in meeting schedule that the Commission may adopt in accordance with sections 31.285-31.286 of this code.

(3) *Authority and actions of members.* No member shall have any authority to act on behalf of the Commission except under order properly made at a regular meeting of the Commission.

(4) *Quorum and voting requirements.* Four members shall constitute a quorum ad a concurrent vote of no fewer than five members shall be necessary for the transaction of business.

(5) *Public meetings and public participation.* All meetings shall be public, except executive sessions as defined in the State Freedom of Information Act or any successor. At the start of each regularly scheduled public meeting, the Commission shall allot a minimum of fifteen (15) minutes for public speaking.

(6) *Bylaws.* The Commission shall have the power to adopt its own bylaws for the conduct of its business in accordance with the foregoing.

(D) *Powers and duties.* The Commission shall have the power and duty to assess and address areas of need within the city for persons suffering from loneliness or social isolation, and shall make recommendations to the Board of Aldermen and the Mayor regarding addressing loneliness and social isolation. In assessing and addressing those issues, the Commission shall assess and address promoting stronger social connection and promoting improved physical, mental, and community health.

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: June 10, 2026

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
Christopher Gant, Senior Project Engineer, JACOBS

Re: $298,850.00 WPC Concrete Repairs & Column Installation Contract with Structural Preservation Systems, LLC of Cheshire, Connecticut

Kindly give favorable consideration by approving the referenced contract in the amount of $298,850.00 for Concrete Repairs & Column Installation between the City of Waterbury and Structural Preservation Systems, LLC. of Cheshire, CT.

The project scope involves performing deep and shallow concrete repair work, as well as concrete beam and crack repair at the water pollution control facilities chemical building necessary to reinforce the structural integrity and extend the life of the concrete floor. Additionally, at the sludge storage building, blending tanks six stainless steel columns will be installed in place of the existing steel supports. The existing support system is over 25 years old and beyond their useful life.

This contract was initiated under the Request for Proposal process (RFP No. 8712). The proposal yielded two respondents. Both respondents, G.L. Capasso LLC and Structural Preservation Systems, LLC are qualified and experienced in this type of work. Although they were not the lowest bidder, Structural has a comprehensive understanding of the project requirements, well-developed project schedule, and a robust safety program. Structural Preservation Systems LLC was deemed the most qualified bidder out of the two firms.

Please note further, that one "record copy" of the Contract Documents in our possession at this time (including Technical Specifications, General Conditions, Special Conditions and Drawings, etc.), the Disclosure Affidavit and Tax Clearence have 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.

Contract Documents

Concrete Repairs Chemical Building Column Installation Sludge Blending Tanks

City of Waterbury
RFP No. 8712

CONSTRUCTION CONTRACT
for

WATER POLLUTION CONTROL FACILITY

CONCRETE REPAIRS CHEMICAL BUILDING COLUMN INSTALLATION SLUDGE BLENDING TANKS
between

The City of Waterbury, Connecticut
and

STRUCTURAL PRESERVATION SYSTEMS, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and STRUCTURAL PRESERVATION SYSTEMS, LLC, located at 85 Fieldstone Court, Ste 101, Cheshire, CT 06410, a State of Connecticut duly registered foreign (MD) limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8712** for **CONCRETE REPAIRS CHEMICAL BUILDING COLUMN INSTALLATION SLUDGE BLENDING TANKS**; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for **RFP Number 8712**; and,

WHEREAS, the City desires to obtain the Contractor's services for **CONCRETE REPAIRS CHEMICAL BUILDING COLUMN INSTALLATION SLUDGE BLENDING TANKS** 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 **CONCRETE REPAIRS CHEMICAL BUILDING COLUMN INSTALLATION SLUDGE BLENDING TANKS** 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 8712** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **Contractor's Proposal** consisting of 42 pages, **Contractor's Price** Proposal, dated April 16, 2026 and consisting of 3 pages submitted in response to **RFP Number 8712** (incorporated by reference), and **Contractor's** revised Price Proposal, dated May 15, 2026 and consisting of 3 pages (attached hereto);

1.1.3 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Technical Specifications consisting of 82 pages (attached hereto);

1.1.7 Drawings **prepared by Jacobs entitled "CONCRETE REPAIRS CHEMICAL BUILDING COLUMN INSTALLATION SLUDGE BLENDING TANKS, Final Design Documents,"** consisting of 4 sheets and dated November 2025 (attached hereto);

1.1.8 Special Conditions (Article 1 – Article 34) consisting of 20 pages (attached hereto);

1.1.9 General Conditions (Article 1 – Article 111) consisting of 36 pages (attached hereto);

1.1.10 State Wage Rate Documentation (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** 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** Revised Price Proposal
1.2.6 Special Conditions
1.2.7 General Conditions
1.2.8 Technical Specifications
1.2.9 Drawings
1.2.10 **RFP Number 8712** documents not otherwise listed above in 1.2.1-1.2.9

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 Revcontractual 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 8712** (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 **ONE HUNDRED EIGHTY (180)** 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 **TWO HUNDRED TEN (210)** 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 **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 **TWO HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($298,850.00)** (hereafter referred to as "Total Compensation") with the basis for payment being **Contractor's** Proposal set forth in **Attachment A's "Contractor's** Revised Proposal, dated May 15, 2026 and consisting of 3 pages, which is summarized below:

i. $ 50,400.00…. (Bid Item No. 1 - Shallow Depth Concrete Repairs - Lump Sum)
ii. $ 28,000.00…. **(Bid Item** No. 2 – Deep Depth Concrete Repairs – Lump Sum)
iii.* $ 99.00…. (Bid Item No. 3 – extra Shallow Depth Concrete Repairs – per sf)
iv.* $ 138.00…. (Bid Item No. 4 – extra Deep Depth Concrete Repairs - per sf)
v. $ 19,300.00…. **(Bid Item No.** 5 – Overhead Crack Repair – Lump Sum)
vi. $ 13,900.00…. **(Bid Item No.** 6 – Concrete Beam Repair – Lump Sum)
vii. $ 14,700.00…. (Bid Item No. 7 – Chemical Resistant Epoxy Coating – Lump Sum)
viii. $ 13,050.00…. **(Bid Item No.** 8 – Demolition – Lump Sum)
ix. $ 117,000.00…. **(Bid Item No.** 9 – Install six (6) Stainless steel columns – Lump Sum)
x. $ 7,500.00…. **(Bid Item No.** 10 – Building Permit Allowance)
xi. $ 5,000.00…. **(Bid Item No.** 11 – Ground Penetrating Radar Allowance)
xii. $ 5,000.00…. (Bid Item No. 12 – Conduit and Wiring Allowance)
$ 273,850.00

***Bid Items 3.0(.iii) and 4.0(.iv) are not included within the total, but rather are unit prices for those items should they be requested.**

And, an Owner Controlled Contingency Allowance in the amount of $25,000.00, only to be used upon the prior written consent of the Water Pollution Control Primary Representative, 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 bid for **RFP Number 8712** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and 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.

11.5. 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: Should any of the above referenced policies be cancelled, limits reduced, or coverage altered, the City of Waterbury and CH2M HILL ENGINEERS Inc., a subsidiary of Jacobs Engineering Group shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior.

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. 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 amended by Public Act 25-168, and 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. "Awarding agency" means a state agency or political subdivision of the state, including a municipality or quasi-public agency.

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 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 exercise operational authority over the enterprise, (i) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (ii) have the power to direct the management and policies of the enterprise, and (iii) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans,

insurance or guarantees, where such funding equals one hundred fifty thousand dollars or more.

iv. "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.

12.4.2 Not used.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the l public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).

12.4.4 Set-Aside requirements – Any contractor awarded a 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 amended by Public Act 25-168, and as may be amended from time to time, the following are required for every Public Works Contract:

(b) Except as provided in section 10a-151i, every contract to which an awarding agency is a party 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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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, sexual orientation, status as a veteran, status as a victim of domestic violence, 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.

(c) If the contract is a public works contract, 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 project.

(d) Except as provided in section 10a-151i:
(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (b) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (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.

(e) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(f) 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.

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 Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every 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.

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, 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 8712**, and **(ii)** the Contractor's response to **RFP Number 8712**. 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: STRUCTURAL PRESERVATION SYSTEMS, LLC
85 Fieldstone Court, Ste 101
Cheshire, CT 06410

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 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 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.

35.11 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:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

STRUCTURAL PRESERVATION SYSTEMS, 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 8712** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **Contractor's Proposal** consisting of 42 pages, **Contractor's Price** Proposal, dated April 16, 2026 and consisting of 3 pages submitted in response to **RFP Number 8712** (incorporated by reference), and **Contractor's** revised Price Proposal, dated May 15, 2026 and consisting of 3 pages (attached hereto);

1.1.3 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Technical Specifications consisting of 82 pages (attached hereto);

1.1.7 Drawings prepared by Jacobs entitled **"CONCRETE REPAIRS CHEMICAL BUILDING COLUMN INSTALLATION SLUDGE BLENDING TANKS, Final Design Documents,"** consisting of 4 sheets and dated November 2025 (attached hereto);

1.1.8 Special Conditions (Article 1 – Article 34) consisting of 20 pages (attached hereto);

1.1.9 General Conditions (Article 1 – Article 111) consisting of 36 pages (attached hereto);

1.1.10 State Wage Rate Documentation (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 A

REVISED

REQUEST FOR PROPOSAL No. 8712
CONCRETE REPAIR CHEMICAL BUILDING
COLUMN INSTALLATION SLUDGE BLENDING TANKS

SECTION 00 41 00
PRICE PROPOSAL FORM

PRICE PROPOSAL ITEMS			
ITEM		TYPE OF COST	TOTAL COST
1.0	Furnish the necessary labor, materials and equipment for performing shallow depth concrete repairs in the designated areas on the drawings and in accordance with the Specifications.	LUMP SUM	$ $50,400
2.0	Furnish the necessary labor, materials and equipment for performing deep depth concrete repairs in the designated areas on the drawings and in accordance with the Specifications.	LUMP SUM	$ $28,000
3.0	Provide a unit price per square foot to perform shallow depth concrete repairs to additional areas found outside the designated repair areas.	Square Foot	$ $99
4.0	Provide a unit price per square foot to perform deep-deep concrete repairs to additional areas found outside the designated repair areas.	Square Foot	$ $138
5.0	Furnish the necessary labor, materials and equipment to perform 150 LF of Overhead Crack Repair as detailed on the drawings and in accordance with the Specifications.	LUMP SUM	$ 19,300
6.0	Furnish the necessary labor, materials and equipment to perform 25 LF of Concrete Beam Repair as detailed on the drawings and in accordance with the Specifications.	LUMP SUM	$ 13,900
7.0	Furnish the necessary labor, materials and equipment to apply a Chemical Resistant epoxy coating at the Sodium Hypochlorite containment area after the repair work is completed as detailed on the drawings and in accordance with the Specifications.	LUMP SUM	$ 14,700

8.0	Furnish the necessary labor, materials and equipment for demolition of an overhead, cantilevered walkway and associated railings at the north EL. of the Sludge Processing Building as detailed on the drawings and in accordance with the Specifications.	LUMP SUM	$ 13,050
9.0	Furnish the necessary labor, materials and equipment to install six (6) stainless steel columns including all hardware, supports and anchors in two Sludge Blending Tanks as detailed on the drawings and in accordance with the Specifications	LUMP SUM	$ 117,000
10.0	Furnish Building Permit Allowance	ALLOWANCE	$7,500.00
11.0	Ground Penetrating Radar and Electromagnetic Scanning Allowance	ALLOWANCE	$5,000.00
12.0	Conduit and Wiring Repair Allowance	ALLOWANCE	$5,000.00
TOTAL PRICE PROPOSAL ITEMS 1.0 – 12.0 (in numbers)			$ $273,850
TOTAL PRICE PROPOSAL ITEMS 1.0 – 12.0 (in words) Two Hundred Seventy Three Thousand Eight Hundred and Fifty Dollars			

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

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.

20-2058265

Social Security Number
or Federal Identification Number

Structural Preservation Systems, LLC
Sate of Maryland

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

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

Randall McClurg
(Name)

By: Assistant Secretary
(Title)

85 Fieldstone Ct. Suite 101
(Business Address)

Cheshire, CT 06410
(City, State, Zip Code)

Date 15-May-2026

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.

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

a. Request for Proposal - Section 00 11 17
b. Price Proposal Form - Section 00 41 00
c. Technical Specifications - Divisions 00 through 49, inclusive

END OF SECTION

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 6/11/2026**

To: **Denis Cuevas**
Water Department

Subject: Tax Clearance

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

Structural Preservation System, LLC
85 Fieldstone Court, Suite 101
Cheshire, CT 06410

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

Very truly yours,

CMG/wmf

Cassie M. Gorman, CCMC
Tax Collector
City of Waterbury

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.:_____

County of New Haven

Randall McClurg, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Assistant Secretary of Structural Preservation Systems, LLC(Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

✓ 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 Structural Holdings, LLC	Member	N/A	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	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:

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

Randall McClurg
Name of Corporate Signatory
85 Fieldstone Court, Suite 101,
Cheshire CT 06410
Address of Business

Affix
Corporate
Seal

By: Garry Naughton
Name of Authorized Corporate Officer

Its: Secretary
Title

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

_____
Secretary

TECHNICAL SPECIFICATIONS

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

A. The Work of this Contract is to be located in the City of Waterbury, Connecticut at the Water Pollution Control Facility, 210 Municipal Road, Waterbury, CT 06708.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

A. Furnish all labor, materials, equipment, and incidentals necessary for the Concrete Repairs in the Chemical Building at the Water Pollution Control Facility.

B. The first scope of work for the project will be providing various methods of Concrete Repairs to horizontal surfaces, concrete beams and overhead crack repair. After repairs are completed to the floor area in the Sodium Hypochlorite containment area, apply a heavy duty chemical resistant epoxy coating to the entire containment area and curbing. All the concrete repair work will take place at the Chemical Building. Additional demolition of an exterior elevated cantilever slab section at the Sludge Processing Building will also be included in this contract. The Contractor will be required to furnish the necessary dust control measures while working at both locations.

1. The Contractor will be allowed to work in both locations at the same time.
2. Jacobs will be responsible for providing access to both areas for the Contractor to perform the Work.

C. The second scope of work for the project will be installing stainless steel columns in each of the two Sludge Blending Tanks to support the existing W14 x 43 aluminum beams under the center walkway of each tank. Work shall be done in accordance with Drawing S-102 titled Column Installation Sludge Blending Tanks Plan and Sections. The Contractor will only be allowed to work in one tank at a time, therefore two mobilizations will be required. Jacobs will be responsible for draining and cleaning each tank prior to the Contractor entering the tank. **NOTE**, both tanks are a **confined space** and all work must be performed in accordance to confined space entry regulations. The Contractor must install temporary pole jack (or other approved support methods) supports for the existing W14 x 43 aluminum beams inside the tanks as part of the scope of work. Currently there are temporary supports installed by Jacobs in the center walkway

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from the top. Jacobs will remove these supports at such time when the Contractor is ready to access the tanks, as these supports are currently blocking access to the center walkway. The Contractor will be responsible for removing any covers required for the Contractor to gain access and reinstall same at such time when the work is complete. Contractor must take field instruments to determine the exact height of the new columns. Contractor shall not scale the drawings. The tanks are of concrete construction and have a sloped bottom.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Schedule of Values: Submit on a form acceptable to the Engineer.
2. Application for Payment.
3. Final Application for Payment.

1.02 ALLOWANCES

A. Consult with Engineer in selection of products or services. Obtain proposals from suppliers and installers and offer recommendations.

B. Submit, with application for payment, invoice showing date of purchase, from whom the purchase was made, the date of delivery of the product or service, and the price, including delivery to the Site and applicable taxes.

1.03 SCHEDULE OF VALUES

A. Prepare a separate Schedule of Values for each schedule of the Work under the Contract.

B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.

C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

D. Lump Sum Work:

1. Reflect specified allowances and alternates, as applicable.
2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
3. Break down by Division 2 through 49 with appropriate subdivision of each Specification and or section by subproject.

E. An unbalanced or front-end loaded schedule will not be acceptable.

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F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.

G. Submit Schedule of Values in a spreadsheet format compatible with latest version of Microsoft Excel.

1.04 APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one summary form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form suitable to Engineer.

C. Provide separate form for each schedule as applicable.

D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.

E. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.

F. Preparation:

1. Round values to nearest dollar.
2. Submit Application for Payment, including a transmittal summary form and detailed application for payment form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

1.05 PAYMENT

A. Payment for all lump sum work shown or specified in Contract Documents is included in the Contract Price. Payment will be based on a percentage complete basis for each line item of the accepted Schedule of Values.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.

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2. Quantities of material wasted or disposed of in manner not called for under the Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.
7. Materials or equipment not stored properly.

1.07 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered and/or stored on-site unless Shop Drawings of said delivered equipment are approved and acceptable to Engineer. If stored materials or equipment meet the requirements for partial payment, they will be paid 70 percent of their value as identified in the Schedule of Values after being properly stored. If materials or equipment cannot be stored on Site, the Contractor will need to submit proof of said materials or equipment is being stored in a bonded and insured storage facility. Contractor shall submit in writing to the Engineer permission to store said materials or equipment prior to submitting the Payment Requisition they are requesting payment for. Additional payments up to 90 percent of their scheduled value for said materials and equipment will be paid once materials and equipment are set in-place and all utilities are permanently installed and connected. Final payment for materials and equipment will be granted at the time when startup, manufacturer's check-out, approved operation and maintenance manuals, and sufficient run time are achieved and accepted by the Engineer.

B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DEFINITIONS

A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.

B. Deferred Submittal: Information submitted by Contractor for portions of design that are to be submitted to permitting agency for approval prior to installation of that portion of the Work, along with Engineer's review documentation that submittal has been found to be in general conformance with Project's design.

C. Informational Submittal: Information submitted by Contractor that requires Engineer's review and determination that submitted information is in accordance with the Conditions of the Contract.

1.02 PROCEDURES

A. Direct submittals to Engineer at the following, unless specified otherwise.

1. Electronic Submittals: Email address and ftp site will be provided at Preconstruction Meeting.
2. Hard Copy:
   Jacobs
   Attention: Project Engineer
   210 Municipal Road
   Waterbury, CT 06708

B. Electronic Submittals: Submittals shall, unless specifically accepted, be made in electronic format.

1. Each submittal shall be an electronic file in Adobe Acrobat portable document format (PDF). Use the latest version available at time of execution of the Contract.
2. Add general information to each PDF file, including title, subject, author, and keywords.

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3. PDF files shall be set up to print legibly at 8-1/2-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 36-inch. No other paper sizes will be accepted.
4. Submit new electronic files for each resubmittal.
5. Include a copy of the Contractor's standard transmittal of submittal form.
6. Provide Engineer with authorization to reproduce and distribute each file as many times as necessary for Project documentation.
7. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

C. Transmittal of Submittal:

1. Contractor shall:
   a. Review each submittal and check for compliance with Contract Documents.
   b. Stamp each submittal with uniform approval stamp before submitting to Engineer.
      1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying submittal has been reviewed, checked, and approved for compliance with Contract Documents.
      2) Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
2. Complete, sign, and transmit with each submittal package, one Contractor's standard transmittal of submittal form.
3. Identify each submittal with the following:
   a. Numbering and Tracking System:
      1) Sequentially number each submittal.
      2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
   b. Specification section and paragraph to which submittal applies.
   c. Project title and Engineer's project number.
   d. Date of transmittal.
   e. Names of Contractor, subcontractor or supplier, and manufacturer as appropriate.
4. Identify and describe each deviation or variation from Contract Documents.

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D. Format:

1. Do not base shop drawings on reproductions of Contract Documents.
2. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in specification.
3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
4. Index with labeled tab dividers in an orderly manner.

E. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual specification sections.

F. Processing Time:

1. Time for review shall commence on Engineer's receipt of submittal.
2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 21 days after receipt, unless otherwise specified.
3. Resubmittals will be subject to same review time.
4. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.

G. Resubmittals: Clearly identify each correction or change made.

H. Incomplete Submittals:

1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
2. When any of the following are missing, submittal will be deemed incomplete:
   a. Contractor's review stamp; completed and signed.
   b. Transmittal of Contractor's Submittal; completed and signed.
   c. Insufficient number of copies.

I. Submittals not required by Contract Documents:

1. Will not be reviewed and will be returned stamped "Not Subject to Review."
2. Engineer will keep one copy and return submittal to Contractor.

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1.03 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual specification sections.

B. Shop Drawings:

1. Copies: One electronic and two hard copies.
2. Identify and Indicate:
   a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
   b. Equipment and Component Title: Identical to title shown on Drawings.
   c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
   d. Project-specific information drawn accurately to scale.
3. Manufacturer's standard schematic drawings and diagrams as follows:
   a. Modify to delete information that is not applicable to the Work.
   b. Supplement standard information to provide information specifically applicable to the Work.
4. Product Data: Provide as specified in individual specifications.
5. Deferred Submittal:
   a. Contractor-design drawings and product data related to permanent construction.
      1) Written and graphic information.
      2) Drawings.
      3) Cut sheets.
      4) Data sheets.
      5) Action item submittals requested in individual specification section.
   b. Prior to installation of indicated structural or nonstructural element, equipment, or component or its anchorage, submit required supporting data and drawings for review and acceptance by Engineer. Documentation of review and approval provided on Engineer's comment form, along with completed submittal, shall be filed with permitting agency by Contractor and approved by permitting agency prior to installation.

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C. Samples:

1. Copies: Two, unless otherwise specified in individual specifications.
2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
   a. Manufacturer name.
   b. Model number.
   c. Material.
   d. Sample source.
3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
4. Full-size Samples:
   a. Size as indicated in individual specification section.
   b. Prepared from same materials to be used for the Work.
   c. Cured and finished in manner specified.
   d. Physically identical with product proposed for use.

D. Action Submittal Dispositions: Engineer will review, comment, stamp, and distribute as noted:

1. Approved:
   a. Contractor may incorporate product(s) or implement Work covered by submittal.
   b. Distribution: Electronic.
2. Approved as Noted:
   a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
   b. Distribution: Electronic.
3. Partial Approval, Resubmit as Noted:
   a. Make corrections or obtain missing portions and resubmit.
   b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
   c. Distribution: Electronic.
4. Revise and Resubmit:
   a. Contractor may not incorporate product(s) or implement Work covered by submittal.
   b. Distribution: Electronic.

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1.04 INFORMATIONAL SUBMITTALS

A. General:

1. Copies: One electronic and two hard copies, unless otherwise indicated in individual specification section.
2. Refer to individual specification sections for specific submittal requirements.
3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copy to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will retain one copy and return remaining copy with review comments to Contractor and require that submittal be corrected and resubmitted.

B. Certificates:

1. General:
   a. Provide notarized statement that includes signature of entity responsible for preparing certification.
   b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
2. Welding: In accordance with individual specification sections.
3. Installer: Prepare written statements on manufacturer's letterhead certifying installer complies with requirements as specified in individual specification section.
4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual specification sections.
6. Manufacturer's Certificate of Compliance: In accordance with Section 01 43 33, Manufacturers' Field Services.
7. Manufacturer's Certificate of Proper Installation: In accordance with Section 01 43 33, Manufacturers' Field Services.

C. Closeout Submittals: In accordance with Section 01 77 00, Closeout Procedures.

D. Contractor-design Data (related to temporary construction):

1. Written and graphic information.

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2. List of assumptions.
3. List of performance and design criteria.
4. Summary of loads or load diagram, if applicable.
5. Calculations.
6. List of applicable codes and regulations.
7. Name and version of software.
8. Information requested in individual specification section.

E. Deferred Submittals:

1. Contractor-design data related to permanent construction:
   a. List of assumptions.
   b. List of performance and design criteria.
   c. Summary of loads or load diagram, if applicable.
   d. Calculations.
   e. List of applicable codes and regulations.
   f. Name and version of design software.
   g. Factory test results.
   h. Informational submittals requested in individual specification section.
2. Prior to installation of indicated structural or nonstructural element, equipment, or component or its anchorage, submit calculations and test results of Contractor-designed components for review by Engineer. Documentation of review and indication of compliance with general design intent and project criteria provided on Engineer's comment form as meets conditions of the Contract, along with completed submittal, shall be filed with permitting agency by Contractor and approved by permitting agency prior to installation.

F. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual specification section.

G. Operation and Maintenance Data: As required in Section 01 78 23, Operation and Maintenance Data.

H. Payment:

1. Application for Payment: In accordance with Section 01 29 00, Payment Procedures.
2. Schedule of Values: In accordance with Section 01 29 00, Payment Procedures.

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I. Special Guarantee: Supplier's written guarantee as required in individual specification sections.

J. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty subcontractor, trade, specialist, consultant, installer, and other professionals.

K. Submittals Required by Laws, Regulations, and Governing Agencies:

1. Promptly submit notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

L. Test, Evaluation, and Inspection Reports:

1. General: Shall contain signature of person responsible for test or report.
2. Factory:
   a. Identification of product and specification section, type of inspection or test with referenced standard or code.
   b. Date of test, Project title and number, and name and signature of authorized person.
   c. Test results.
   d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
   e. Provide interpretation of test results, when requested by Engineer.
   f. Other items as identified in individual specification sections.
3. Field:
   a. As a minimum, include the following:
      1) Project title and number.
      2) Date and time.
      3) Record of temperature and weather conditions.
      4) Identification of product and specification section.
      5) Type and location of test, sample, or inspection, including referenced standard or code.
      6) Date issued, testing laboratory name, address, telephone number, and name and signature of laboratory inspector.

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7) If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
8) Provide interpretation of test results, when requested by Engineer.
9) Other items as identified in individual specification sections.

M. Training Data: In accordance with Section 01 43 33, Manufacturers' Field Services.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 45 00
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Refer to other Sections of these Specifications for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.02 STRUCTURAL WORK

A. Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.

1.03 OPERATIONAL AND SAFETY LIMITATIONS

A. Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems.

1.04 VISUAL REQUIREMENTS

A. Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would reduce the building's aesthetic qualities or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

PART 2 PRODUCTS

2.01 MATERIAL

A. Use materials identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials whose performance will equal or surpass of existing materials.

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2.02 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

2.03 TEMPORARY SUPPORT

A. Provide temporary support of Work to be cut.

2.04 PROTECTION

A. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

B. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

C. Take all precautions to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

2.05 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

PART 3 EXECUTION

3.01 CUTTING

A. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the original installer's recommendations.

1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces.

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Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

2. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
3. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

3.02 PATCHING

A. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Where the removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
   a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.
4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.03 CLEANING

A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

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SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Submit prior to application for final payment.
   a. Record Documents: As required in General Conditions.
   b. Special bonds, special guarantees, and service agreements.
   c. Consent of Surety to Final Payment: As required in General Conditions.
   d. Releases or Waivers of Liens and Claims: As required in General Conditions.
   e. Releases from agreements.
   f. Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 01 29 00, Payment Procedures.
   g. Extra Materials: As required by individual Specification sections.

1.02 RECORD DOCUMENTS

A. Quality Assurance:

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
   a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
   b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.

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4. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor's Application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.

B. In the event Contractor is unable to secure written releases:

1. Inform Owner of the reasons.
2. Owner or its representatives will examine the Site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
3. Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory bond in a sum to cover legal claims for damages.
4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if: (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill terms of side agreement or special easement, or (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:

1. Promptly following commencement of Contract Times, secure from Engineer at no cost to Contractor, one complete set of Contract Documents. Drawings will be full size.

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2. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.
3. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and samples available at all times for observation by Engineer.

C. Making Entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
   a. Color Coding:
      1) Green when showing information deleted from Drawings.
      2) Red when showing information added to Drawings.
      3) Blue and circled in blue to show notes.
2. Date entries.
3. Call attention to entry by "cloud" drawn around area or areas affected.
4. Legibly mark to record actual changes made during construction, including, but not limited to:
   a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
   b. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
   c. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
   d. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.

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5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
   a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
   b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
   c. Make identification so descriptive that it may be related reliably to Specifications.

3.02 FINAL CLEANING

A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.

1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner.
2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
4. Clean all windows.
5. Broom clean exterior paved driveways and parking areas.

B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

END OF SECTION

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SECTION 01 78 36
WARRANTIES AND BONDS

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1.02 RELATED WORK

A. Refer to Conditions of Contract for the general requirements relating to warranties and bonds.

B. Specific requirements for warranties for the work and products and installations that are specified to be warranted are included in the individual Sections.

1.03 SUBMITTALS

A. Submit written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Owner.

B. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within 15 days of completion of that designated portion of the Work.

C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.

D. Refer to individual Sections for specific content requirements, and particular requirements for submittal of special warranties.

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E. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

F. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents and sized to receive 8-1/2 inch by 11-inch paper.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Section in which specified and the name of the product or work item.

H. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the installer, supplier and manufacturer.

I. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name and the name, address and telephone number of the responsible principal.

J. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.04 WARRANTY REQUIREMENT

A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

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D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.

F. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

1.05 MANUFACTURER'S CERTIFICATIONS

A. Where required, the Contractor shall supply evidence, satisfactory to the Engineer, that the Contractor can obtain manufacturers' certifications as to the Contractor's installation bf equipment.

1.06 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits by provided by standard warranties or to provide greater rights for the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

1. Furnish all labor, materials, equipment and incidentals required for demolition, removal, repair and disposal.
2. The extent of this work is as follows:
   a. Demolition, including removals, as shown on the Drawings and specified herein.
   b. Demolition and removal of existing materials, equipment, and appurtenances.
   c. Provide work necessary to install the new Work and to connect with existing work in an approved manner as shown and specified.
   d. The Drawings were prepared from record drawings prepared by others and may not show all required demolition. Additional demolition may be required depending on selected equipment and approved layouts. Contractor shall field verify existing conditions and extent of demolition requirements based on approved Submittals.
3. Photographs on the Drawings are not guaranteed. They are used to augment the plans, sections, details, and notes as appropriate and are not to be construed as depicting all the work required.

B. Description:

1. Demolition includes all structural concrete, foundations, walls, masonry, attachments, equipment, appurtenances, piping, supports, electrical, etc. and paving, curbs, walks, fencing, and similar existing facilities.
2. Also included is the patching, filling and finishing to a smooth surface of the perimeter of all openings made and the finishing of surfaces roughened or left exposed by the demolition work. Comply with the Typical Details and other notes and details on Drawings.
3. Also included are all temporary or permanent supports required because of the demolition work.

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4. Also included is the removal and relocation or rerouting of any existing piping, valves, conduit, equipment, and appurtenances which are not specifically shown on the drawings or described in the specifications but are found to interfere with the installation of or required for connection to new piping, equipment, or other work included in this project.
   a. As used above, the terms "relocation", "rerouting" and "connection" shall include the furnishing and installation of all new piping, conduits, wires, insulation, and the like; with all new fittings, gaskets, supports, anchors, fasteners, painting, and miscellaneous appurtenances required in order to relocate, reroute or connect the system or equipment as necessary to return the system or equipment to service capable of providing the full range of service and function originally intended.
   b. All new materials shall meet the requirements of similar materials specified in these Specifications. Removed existing materials shall not be reused unless specifically called out to be "removed and reinstalled."
   c. Use materials compatible with new and existing piping or conduit, as approved by the Engineer, when making connections to existing piping and conduit.
5. Conform to the requirements of this section for all references to demolition and removals in other sections.

C. Examination of Work Site: The Contractor is required to visit the work site during the bidding period to determine the hazards, working conditions, accessibility and true extent of the work required under this section.

1.02 JOB CONDITIONS

A. Examination and Verification of Condition:

1. The Contractor is required to visit the work site during the bidding period to determine the hazards, working conditions, accessibility, and true extent of the demolition work required under this Section.
2. Before demolition begins, the Contractor shall inspect existing structures, equipment, and paving that will remain in place within and adjacent to the demolition area for existing defects and damage.
   a. Record and document existing physical and operational condition of all adjacent equipment and notify the Owner of defects and damage found during this inspection.
   b. Provide photographic documentation.

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B. Scheduling:

1. Conduct work so as to avoid interference with operations and work in the existing facilities.
2. Include provision for temporary services, as required, to ensure no interruption of Owner operations.
3. Conduct work so as to expedite the renovations required to the existing facility.
4. Comply with the staged construction/demolition requirements as outlined on Drawings, and elsewhere in the Contract Documents.

C. Notification:

1. Do not start any equipment removal or demolition operations without the permission of the Owner.
2. Provide outage requests and work plans for any demolition work affecting routine operations, maintenance, de-energizing of existing equipment or facilities and safe access to process equipment and facilities.
3. Notify the Owner in writing at least 48 hours prior to the actual start of any segment of demolition or removal work. Include an estimate of the anticipated number of hours per day and/or work-shifts per day required in order to complete each segment of demolition or removal work.

D. Protection:

1. Execute the demolition and removal Work to prevent damage or injury to structures, occupants thereof and adjacent features which may result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from adjacent structures.
2. Do not close or obstruct roadways, sidewalks or passageways adjacent to the Work by the placement or storage of materials.
3. Conduct all operations with a minimum interference to traffic.
4. Erect and maintain barriers, lights, sidewalk sheds, and other required protective devices.
5. Promptly repair damage done to facilities that are to remain, and to all property belonging to the Owner or occupants of the facilities.
6. Contamination:
   a. Contractor shall insure that no demolition debris falls into or otherwise contaminates operating processes, channels, stormwater infrastructure, streams, or buildings not released for demolition.

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b. Contractor shall immediately remedy and bear all costs of decontamination.
c. Demolition within operating buildings shall be completely contained.
d. All demolition within process buildings shall be completely contained to the immediate area.

7. Provide scaffolding, protection coverings, temporary walks, shoring, and bracing during demolition to protect personnel, structures and equipment.
8. Provide adequate lighting at all times during demolition operations.
9. Provide and maintain barriers of cloth, plastic, or wood to contain and prevent spread of debris and dust associated with the demolition area.
10. Provide dust and debris covers for mechanical and electrical equipment within the demolition area that will remain in place or be salvaged.
11. Provide warning signs, as required, for personnel and the public.
12. Provide temporary supports and bracing of all existing structures, equipment, and utilities that will remain in service.
13. Provide temporary weather protection for areas within structures made open to the elements due to demolition. Provide heat sources to maintain area at or above 50 degrees F and to prevent freezing of piping.
14. Provide adequate drainage.
15. Assure proper lock-out, tag-out procedures are in effect prior to removing electrical equipment, services, and powered equipment.

E. Explosives: The use of explosives is not permitted on the job site.

1.03 QUALITY ASSURANCE

A. Reference Standards: Comply with all Federal, State laws or ordinances, as well as applicable codes, standards, regulations and/or regulatory agency requirements including the partial list below:

1. Occupational Safety and Health Administration (OSHA).
2. 29 CFR Part 1926 Safety and Health Regulations for construction.

B. Provide warning signs, barricades and safety barriers required to protect personnel and Pump Station operations.

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C. Provide fire safety measures at all times in areas where burning torches are being used. Maintain all these items during the demolition period.

D. Before demolition begins, disconnect all mechanical and electrical services affected by the Work. Interconnecting piping and electrical services that are to remain in service either permanently or temporarily shall be capped, rerouted in a manner that will not interfere with the operation of the existing facilities to remain and the demolition work.

E. Erosion control practices must be installed prior to site demolition activities, or demolition activities which include a risk of materials not remaining contained within an existing building.

F. Carry out the demolition in such a manner that adjacent structures, which are to remain, are not endangered. Schedule the demolition work so as not to interfere with the day to day operation of the existing facilities. Do not block doorways or passageways in the existing facilities.

G. The Contractor shall be required to provide dumpsters for the demolished materials and shall remove the materials on a weekly basis.

H. Provide dust control. All dust generated by demolition occurring within process buildings shall be completely contained and removed from the building.

I. Perform testing and air purging where the presence of hazardous material, gases, flammable materials or dangerous substance is apparent or suspected. Eliminate the hazard before demolition is started.

J. Welders shall be certified by the American Welding Society.

1.04 COORDINATION

A. Review the demolition requirements described in other Sections of the Specifications or shown on the Drawings and coordinate with the general work requirements in this Section. Unless more specific direction is given by a particular project specification or drawing detail, the requirements of this Section shall govern insofar as they pertain to the repair of surfaces that are exposed by the demolition or which will remain exposed upon the completion of this Contract. The Contractor shall coordinate the phasing of work in order to maintain existing Plant operations during construction.

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B. The Contractor shall be responsible for providing all minor repairs, patches, and cover plates, whether specifically shown/described or not.

C. The Contractor shall be responsible for any additional or differing demolitions, removals, and subsequent repair of exposed surfaces which may be found necessary due to the selection of alternate equipment or the requirements of miscellaneous appurtenances of the equipment specified.

D. All minor work and utilities, including electrical and instrumentation, shall be provided concurrently as required to service the respective equipment. Also, all Work shall be phased to service the plant operations when required.

E. Due to obstructions or timing, some permanent connection may be impractical at the time required. The Contractor shall make any temporary connections required or shown for the work sequence shown. Temporary connecting piping may be hose, PVC, or any material the Contractor selects, provided it is appropriate for the service intended and is approved by the Owner. Any temporary electrical connections shall comply with the National Electrical Code requirements.

F. Any removal and/or connections which require downtime for any treatment equipment shall be scheduled in advance with the Jacobs

PART 2 PRODUCTS

2.01 PRODUCTS

A. For concrete, comply with Section 03 30 10, Structural Concrete, and related Division 3 specifications.

B. For other items, comply with specification Sections and the Typical Details of the Contract Documents as applicable.

PART 3 EXECUTION

3.01 GENERAL

A. Disposal of Removed Items:

1. All piping (including valves, meters, pumps with motors, etc., occurring in the pipelines) and all mechanical and electric equipment shall be stockpiled neatly in the Contractor's designated staging and laydown areas where ordered on the site; those that are not claimed by the Owner shall be removed from the site.

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2. Immediately remove from the site all concrete, brick, tile, concrete block, roofing materials, reinforcement, structural and miscellaneous metals, plaster, wire mesh and other items contained in or upon the structure unless otherwise directed by the Engineer. Do not use demolished items in backfill.
3. Offsite disposal shall be in accordance with the following paragraph "Offsite Disposal."

B. Demolished items are to remain property of the Contractor. Contractor shall remove all demolished materials and equipment in accordance with the following paragraph 3.01.C.

1. Equipment designated to be removed and disposed of shall become the Contractor's property and shall be disposed of offsite in accordance with all applicable regulations.

C. Offsite Disposal:

1. Immediately dispose of all demolition materials, debris, old concrete, and unclaimed piping and equipment off the site.
2. Dispose of debris which is not to remain the property of the Owner in conformance with all existing applicable laws and regulations.
3. Obtain permit or written permission of the property owner or governing entity on whose property the materials and debris are placed. Furnish copy to the Owner.

D. Exposed Surfaces:

1. Repair all surfaces of walls, floors, ceilings or other areas which are exposed by any of the removals specified herein, and which will remain as architecturally finished surfaces and which have holes, scars, chipped or other roughened or damaged surfaces revealed by the removal.
2. Use the same or matching materials as the existing surface or as may be otherwise directed by the Engineer.
3. Where the use of matching materials are not available or where their use is not feasible or practical, or where so indicated or directed by the Resident Engineer, stainless steel cover plates shall be used to conceal scarred surfaces or openings. Cover plates shall be brushed satin finish, gasketed, and attached to the existing surface with countersunk stainless steel screws.

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4. Repair all surfaces of walls, floors, columns, ceilings, or other such surfaces which currently have holes, anchors, scars, chips, or other damaged surfaces after removal is completed.

E. Pollution Controls:

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
   a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
   b. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations at the end of each day.
   c. Do not allow removed equipment, masonry, concrete, etc. to accumulate in the work areas and obstruct safe passage or ongoing Plant operations. Remove all debris and major pieces of piping and equipment at the end of each day's activities.
   d. Upon completion of removal operations in the area, clean and return adjacent areas to conditions existing prior to the start of the work.
2. Comply with governing regulations pertaining to environmental protection, including erosion control regulations and the requirements of the project's stormwater pollution prevention plan.

F. Miscellaneous: All piping, equipment, conduit, etc., which is supported by equipment to be removed, but which is not scheduled for removal or relocation itself, shall be temporarily supported until such time as it can be permanently supported by new equipment or construction in the area. If such permanent support cannot be obtained from the new equipment or construction, provide new supports or relocate the piping, equipment or conduit to areas where acceptable support may be obtained, all as directed by the Engineer.

3.02 STRUCTURAL REMOVALS

A. Sequence:

1. The extent of structural demolition at any floor level or area shall first be outlined by the Contractor using chalk lines, tape, or similar nonpermanent markers to demonstrate to the Resident Engineer that the true extent and nature of the removal is completely understood. The floor level or area shall be X-rayed and marked as required to show critical areas of reinforcement steel and any electrical conduit.

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2. After review of the outlined areas, the Resident Engineer will advise of corrections, if any, and will discuss with the Contractor any specific details, procedures, barricades, weather protection, equipment protection, etc., required to conduct the demolition in a safe and expedient manner. Once satisfied as to the Contractor's general plan of operation, the Resident Engineer will issue written notification to proceed with the demolition of the area.
3. The Contractor shall first provide an approximately 1-inch deep sawcut along the outline of the area to be demolished. The sawcut shall be required along all exposed surfaces, except at such locations where the cutting equipment cannot reach. In all cases, the sawcut shall NOT cut through existing reinforcing steel, or structural supports, unless specifically indicated to, or unless directed by the Resident Engineer. Do NOT saw beyond the limits of demolition.
4. Following the saw-cutting of an area, the Contractor shall proceed with the main demolition using equipment and methods determined to be suitable for each particular area's application.
5. Limits of Removal:
   a. Remove structures to the lines and grades shown, unless otherwise directed by the Resident Engineer.
   b. Where no limits are shown, use limits of 24 inches outside the item to be installed. Removal of structures or masonry beyond these limits is at the Contractor's expense and these excess removals shall be reconstructed to the satisfaction of the Resident Engineer with no additional compensation to the Contractor.
6. Disposal of Materials:
   a. Remove and take from the site all concrete, brick, tile, concrete block, roofing materials, reinforcement, structural or miscellaneous metals, plaster, wire mesh, and other items contained in or upon the structures, unless otherwise directed by the Resident Engineer.
   b. Demolished material shall not be used as fill or backfill.

B. Junction Points: Neatly repair the point of junction after removal of parts or all of masonry walls, slabs and like work which tie into new Work or existing work, so as to leave only finished edges and surfaces exposed.

C. Openings: Use new masonry, concrete or metal to dress the jambs, sills and heads of all new windows, passageways, doors, and other openings cut into new Work or existing work, to provide a smooth, finished appearance.

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1. Fill holes and depressions caused by previous physical damage or left as a result of removals in existing masonry, concrete, wood, stucco, or wallboard walls with an approved patching material, applied in accordance with the manufacturer's printed instructions.

D. Anchors: Provide new anchoring materials including bolts, nuts, hangers, welds and reinforcing steel, which are required to attach new Work to the existing work. All such anchorage into existing concrete or masonry shall be stainless steel.

3.03 ALTERATIONS AND CLOSURES

A. General: Conform to all applicable Specifications, the Drawings, and the directions of the Resident Engineer.

B. Cutting and Drilling:

1. Repair all holes in an approved manner.
2. Finish smoothly all repairs unless otherwise directed by the Engineer.

C. Openings:

1. Key new Work into the existing in an acceptable manner.
2. Weld new reinforcing steel to the existing reinforcing. Conform to AWS D12.1, Reinforcing Steel Welding Code.
3. In general, use the same or matching materials as the existing adjacent surface.
4. Make the finished closure a smooth, tight, sealed, permanent closure acceptable to the Engineer.

D. Painting: All surfaces exposed by the removal operations required by this contract; all plugs, seals, closure pieces, cover plates and similar equipment; and all surfaces disturbed by the removal operations that shall remain visible or become a part of an exposed architectural surface shall be thoroughly cleaned, primed and finish painted in accordance with Section 09 96 35, Chemical-Resistant Coatings.

3.04 CLEANUP

A. General:

1. Remove from the site all debris resulting from the demolition operations as it accumulates.

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2. Upon completion of the Work, remove all materials, equipment, waste, and debris of every sort and leave the premises clean, neat and orderly.
3. Local regulations regarding hauling and disposal shall apply.

3.05 SAFETY BARRIERS

A. Erect and maintain safety barriers, warning lights and other protective devices as required around all areas of structural demolition and/or openings in the operating floors, walls or roofs.

B. All areas of open excavation or partially removed floors shall be kept lighted at all times, 24 hours per day, with floodlights or other lighting devices.

END OF SECTION

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SECTION 03 01 32
REPAIR OF VERTICAL AND OVERHEAD CONCRETE SURFACES

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Concrete Institute (ACI):
   a. 301, Specifications for Structural Concrete.
   b. 506.2, Specification for Shotcrete.
2. ASTM International (ASTM):
   a. A82/A82M, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
   b. A185/A185M, Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
   c. A615/A615M, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   d. A706/A706M, Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
   e. C42/C42M, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
   f. C78/C78M, Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
   g. C109/C109M, Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).
   h. C157/C157M, Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
   i. C348, Standard Test Method for Flexural Strength of HydraulicCement Mortars.
   j. C496/C496M, Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
   k. C531, Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
   l. C596, Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement.
   m. C666/C666M, Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.

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n. C882/C882M, Standard Test Method for Bond Strength of EpoxyResin Systems Used with Concrete by Slant Shear.
o. C1202, Standard Test Method for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration.
p. C1583/C1583M, Standard Test Method for Tensile Strength of
q. Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pulloff Method).
r. D4258, Standard Practice for Surface Cleaning Concrete for Coating.
s. D4259, Standard Practice for Abrading Concrete.
t. E699, Standard Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

1.02 DEFINITIONS

A. Abrasive Blasting: Surface preparation method that uses compressed air intermixed with an abrasive medium to clean surface of substrate concrete, exposed steel, and steel reinforcement. Compressed air and abrasive medium is projected at high speed through a nozzle directly at the surface. Method is used to remove corrosion by-products, laitance, or other materials that may inhibit bond of repair concrete.

B. High-Pressure Water Blasting: Sometimes referred to as hydro-demolition. Uses water that may contain an abrasive medium, projected under high pressure and high velocity. Used for demolition, cutting, partial or full depth removal, cleaning, scarifying, or roughening of concrete surfaces, or removing existing coatings, for preparation of substrate concrete surfaces.

1.03 SUBMITTALS

A. Action Submittals: Product data sheets for each material supplied.

B. Informational Submittals:

1. Repair Mortar System: Manufacturer's preparation and installation instructions.
2. Written description of equipment proposed for concrete removal and surface preparation.
3. Certificates: Mortar Manufacturer's Certificate of Proper Installation.
4. Statements of Qualification:
   a. Repair mortar system applicator.
   b. Repair mortar system manufacturer's representative.

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5. Repair mortar system manufacturer's proposed modified test procedures for ASTM C109/C109M, ASTM C882/C882M, and ASTM C157/C157M test methods.
6. Field and laboratory test reports.

1.04 QUALITY ASSURANCE

A. Qualifications:

1. Repair Mortar System Applicator: Trained and experienced applicator endorsed by repair mortar system manufacturer.
2. Repair Mortar System Manufacturer's Representative: Knowledgeable and experienced on technical data and application requirements for specified products.

B. Demonstration Mockup for Repair Mortar.

C. Pre-repair Conference:

1. Required Meeting Attendees:
   a. Contractor.
   b. Repair Subcontractor.
   c. Technical representative for repair material manufacturer.
   d. Engineer.
2. Schedule and conduct prior to conducting mockups and incorporation of respective products into Project. Notify Engineer of location and time.
3. Agenda shall include, but not limited to:
   a. Review of field conditions. Conduct field observations of Work to be performed.
   b. Based on above observations, repair material manufacturer's technical representative shall confirm material selection and make Project-specific repair method recommendations.
   c. Technical representative for repair material manufacturer shall review proposed surface preparation, material application, consolidation, finishing, curing, and protection of repair material from weather conditions.
   d. Other specified requirements requiring coordination.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Package repair mortar system products in moisture-resistant bags, pails, or moisture-resistant bulk bags.

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B. Deliver, store, and handle repair materials in accordance with manufacturer's printed instructions.

PART 2 PRODUCTS

2.01 REPAIR SYSTEM C – POLYMER-MODIFIED REPAIR MORTAR

A. Polymer-modified, one- or two-component, cementitious based, chloride resistant, flowable, gray in color, working time of 20 minutes minimum, surface renovation mortar.

B. Cured Mortar Properties:

1. Compressive Strength, ASTM C109/C109M at 28 Days: 7,000 psi minimum.
2. Flexural Strength, ASTM C348 at 28 Days: 1,200 psi minimum.
3. Slant Shear Bond Strength, ASTM C882/C882M Test Method Modified with No Bonding Agent at 28 Days: 2,000 psi minimum.
4. Splitting Tensile Strength, ASTM C496/C496M at 28 Days: 500 psi minimum.
5. Drying Shrinkage, ASTM C596 at 28 Days: 0.12 percent maximum. Not required for small repair areas approximately 1 square foot in area or less.
6. Freeze Thaw Resistance, ASTM C666/C666M, at 300 Cycles: 90 percent RDM.
7. Chloride Ion Permeability Based on Charge Passed, ASTM C1202:
8. 800 coulombs maximum for liquid holding and below grade repairs.

C. Manufacturers and Products:

1. Sika Corp., Lyndhurst, NJ; SikaTop 123 PLUS.
2. Euclid Chemical Co., Cleveland, OH; DuralTop Gel.
3. Or approved equal.

2.02 WATER

A. Clean and free from oil, acid, alkali, organic matter, or other deleterious substances, meeting federal drinking water standards.

2.03 REINFORCEMENT

A. Deformed Steel Reinforcement.

B. Tie Wire: 16-gauge, galvanized.

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2.04 CEMENTITIOUS BONDING AGENT AND REINFORCEMENT COATING

A. Cementitious adhesive, specifically formulated for bonding plastic portland cement concrete or mortar to hardened portland cement concrete.

1. Mixed Bonding Agent Properties:
   a. Pot Life: 75 minutes to 105 minutes.
   b. Contact Time: 24 hours.
   c. Color: Concrete gray.
2. Cured Cementitious Adhesive Properties:
   a. Splitting Tensile Strength, ASTM C496/C496M at 28 Days: 500 psi minimum.
   b. Flexural Strength, ASTM C348: 1,000 psi minimum.
   c. Slant Shear Bond Strength, ASTM C882/C882M at 14 Days:
      1) 2-Hour Open Time: 2,500 psi minimum.
      2) 24-Hour Open Time: 2,000 psi minimum.
3. Bonding agent shall not produce a vapor barrier.
4. Compatible with and from same manufacturer as the repair system used.

B. Manufacturers and Products:

1. BASF Construction Chemicals, LLC - Building Systems, Shakopee, MN; MasterEmaco P 124.
2. Sika Corp., Lyndhurst, NJ; Sika Armatec 110 EpoCem.
3. Euclid Chemical Co., Cleveland, OH: Dural Prep AC.
4. Or approved equal.

2.05 EVAPORATION RETARDANT AND CURING COMPOUND

A. As specified in repair mortar manufacturer's written instructions.

PART 3 EXECUTION

3.01 GENERAL

A. Existing Concrete Work: Repair concrete as identified in Contract Documents and herein.

3.02 APPLICATION

A. General:

1. Repair System C: Small and limited areas and number of repair areas.

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3.03 PREPARATION

A. Identify unsound and deteriorated concrete by sounding techniques, or as directed by Engineer, and review proposed extent of repair with Engineer.

B. Remove unsound, honeycombed, deteriorated, or otherwise defective areas of concrete from work areas.

1. Use 8,000 psi minimum high-pressure water or abrasive blasting machine as required for Site conditions.
2. Remove concrete to abrade substrate concrete surfaces to a minimum amplitude roughness of 3/16 inch measured between high and low points with a 3-foot-long straightedge, in accordance with ASTM D4259.
3. For existing structures, extent of concrete removal as shown on Drawings.
4. Where final surface is required to be flush with existing adjacent surface remove existing concrete depth as required for application of minimum thickness of repair mortar.

C. Do not use power-driven jackhammers, chipping hammers, or scabblers unless water blasting is not permitted or practical because of Site conditions, or may cause other damage to equipment or facilities. In such cases where chipping hammers are required, limit size of chipping hammer to 16 pounds or lighter, or use small electric chipping hammer, to reduce formation of micro-fractures in substrate concrete surface.

D. Following removal of unsound or deteriorated concrete, check substrate concrete surface by sounding techniques to identify unsound concrete remaining or resulting from use of chipping hammer.

E. Remove unsound concrete to satisfaction of Engineer.

F. Square edges of patch areas by sawing or chipping to avoid tapered shoulders or featheredges. Avoid cutting embedded steel reinforcement. Roughen polished saw-cut edge by high-pressure water blasting or abrasive blasting.

G. Remove concrete adjacent to steel reinforcement to a minimum of 1-inch clearance around steel reinforcement for application and bonding of new repair mortar to circumference of exposed steel reinforcement if one or more of the following surface conditions exist:

1. 50 percent or more of circumference around steel reinforcement is exposed during concrete removal.

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2. 25 percent or more of circumference around steel reinforcement is exposed during concrete removal and corrosion is present to extent that more than 25 percent loss of section has occurred.
3. Otherwise evident that bond between existing concrete and steel reinforcement has been destroyed or has deteriorated as determined by Engineer.

H. Clean exposed steel reinforcement of loose rust and concrete splatter per recommendations of repair material manufacturer and in accordance with ASTM D4258.

I. Keep areas from which concrete has been removed free of dirt, dust, and water blasting waste slurry. Remove laitance and other bond inhibiting contaminates from prepared areas.

J. Dampen repair areas at least 6 inches beyond area to receive repair mortar for at least 24 hours to provide saturated surface dry (SSD) condition without standing water at time of application of mortar as required by and in accordance with repair mortar manufacturer's printed instructions.

K. Collect and dispose of spent water and concrete debris from removal operations offsite in manner and location acceptable to Owner.

3.04 REINFORCEMENT INSTALLATION

A. Replace deteriorated steel reinforcement with new steel reinforcement equivalent in cross-sectional area to original steel reinforcement.

B. Fasten steel reinforcement to mesh anchors with tie wire to prevent from moving during placement of repair mortar.

C. Lap reinforcement mesh a minimum of one mesh spacing and securely fasten mesh to mesh anchors, or to reinforcement fastened to mesh anchors, with tie wire at intervals no more than 12 inches to prevent movement during application of repair mortar.

3.05 PROTECTION

A. If cementitious coating or bonding agent is used, protect adjacent surfaces from over application. Promptly remove bonding agent applied beyond repair area.

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B. Protect adjacent surfaces, and equipment, from being damaged by overshooting, rebound, and dust, as applicable for repair mortar system used, from low-pressure spray mortar.

3.06 REPAIR SYSTEM C – POLYMER-MODIFIED REPAIR MORTAR PLACEMENT

A. Mix mortar in accordance with manufacturer's printed instructions.

B. Bond Coat: Apply to prepared substrate concrete surface before application of mortar in accordance with repair mortar manufacturer's printed instructions. Do not apply more bond coat than can be covered with mortar before bond coat dries. Do not retemper bond coat.

C. Place mortar by hand or low-pressure spray and trowel to specified surface finish, in accordance with requirements of repair material's printed instructions.

D. Finish repair mortar to match adjacent concrete surface.

E. Cure as specified in Article Curing, and in accordance with manufacturer's printed instructions.

3.07 CURING

A. Prior to curing, apply water fog to repair mortar system in accordance with repair mortar system manufacturer's printed instructions.

B. Cure in accordance with repair mortar manufacturer's printed instructions.

C. Where permitted by repair mortar manufacturer's printed instructions, commence water curing after repair mortar system application and when curing will not cause erosion of mortar.

D. Continuously water cure repair mortar system for a period of 7 days.

E. Do not cure using curing compound or membrane, unless method is part of repair mortar system manufacturer's printed instructions and approval is obtained from Engineer.

F. Cure intermediate layers of repair mortar in accordance with repair mortar manufacturer's printed instructions.

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3.08 FIELD QUALITY CONTROL

A. Sounding for Hollow Areas:

1. Light hammer tap repaired areas listening for hollow sound to determine areas that have not properly bonded to substrate concrete.
2. Mark hollow areas for removal and replacement.

B. Direct Tension Bond Test:

1. In Situ Bond Testing: Perform tension bond test in accordance with ASTM C1583/C1583M.
2. Record locations on in situ bond tests on each type of applied repair mortar.
3. Laboratory Bond Testing:
   a. Core two 2-1/2-inch or 3-inch-diameter core drilled samples per ASTM C42/C42M for each 2,000 square feet of repair work for direct tension bond testing. Where total area repaired is less than 2,000 square feet, core two 2-1/2-inch or 3-inch diameter samples for direct tension bond testing. Record locations of core drilled samples extracted from each type of applied repair mortar.
   b. Cut core samples through cured mortar repair and into base concrete to total depth equal to at least 2-1/2 times repair mortar thickness. Avoid core drilling through structural element.
   c. Saw cut core samples after removal to trim base concrete thickness to same thickness as mortar so bond line is at center of prepared core sample.
   d. Bond core samples to steel plates at each end using epoxy bonding agent.
   e. Perform tension bond testing using calibrated independent test laboratory equipment and eyebolts or threaded connectors tapped and threaded into baseplate in order that tension load is concentric with center of core sample.
   f. Bond Strength of Repair Mortar to Substrate Concrete: 300 psi minimum in direct tension without failure or movement.

C. Retest mortar repairs that do not meet test requirements.

D. Repair and fill holes using same repair mortar where core samples have been removed.

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3.09 MORTAR REPAIR FAILED TEST

A. Remove and replace unacceptable Work.

B. Hollow Sounding Areas: Saw cut hollow sounding areas to a new square edge. Remove unsound mortar repair. Prepare substrate surface and reapply repair mortar as specified herein above.

C. Failed Compression Strength Test: Remove affected areas of repair mortar represented by failed compression strength test results. Prepare substrate surface and reapply repair mortar as specified herein above.

D. Failed Bond Tests: Remove affected areas of repair mortar represented by failed bond test results. Prepare substrate surface and reapply repair mortar as specified herein above.

E. Retest areas where repair mortar was removed and replaced, in accordance with test requirements specified herein above.

3.10 MANUFACTURER'S SERVICES

A. Provide repair mortar system manufacturer's representative at Site to review acceptability of surface preparation, mixing and installation assistance, training of repair mortar system applicators, inspection, and Certification of Proper Installation.

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3.11 CLEANING

A. Remove overshot low-pressure spray, Repair System B repair mortar and rebound materials as the Work proceeds. Remove waste materials, unsound material from concrete surfaces, material chipped from structure, and water used in preparation of or repair areas, finishing, and curing, and dispose offsite at an approved disposal site.

END OF SECTION

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SECTION 03 01 33
REPAIR OF HORIZONTAL CONCRETE SURFACES

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO): T277, Standard Method of Test for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration.
2. ASTM International (ASTM):
   a. A82/A82M, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
   b. A185/A185M, Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
   c. A615/A615M, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   d. A706/A706M, Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
   e. C42/C42M, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
   f. C78/C78M, Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
   g. C109/C109M, Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).
   h. C157/C157M, Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
   i. C348, Standard Test Method for Flexural Strength of Hydraulic Cement Mortars.
   j. C469, Standard Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression.
   k. C496/C496M, Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
   l. C666/C666M, Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
   m. C779/C779M, Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces.

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n. C882/C882M, Standard Test Method for Bond Strength of Epoxy Resin Systems Used with Concrete by Slant Shear.
o. C928/C928M, Standard Specification for Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs.
p. C1012/C1012M, Standard Test Method for Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution.
q. C1202, Standard Test Method for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration.
r. C1583/C1583M, Standard Test Method for Tensile Strength of
s. Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pulloff Method).
t. D638, Standard Test Method for Tensile Properties of Plastics.
u. D695, Standard Test Method for Compressive Properties of Rigid Plastics.
v. D4258, Standard Practice for Surface Cleaning Concrete for Coating.
w. D4259, Standard Practice for Abrading Concrete.
x. E699, Standard Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

1.02 DEFINITIONS

A. Abrasive Blasting: Surface preparation method that uses compressed air intermixed with an abrasive medium to clean surface of substrate concrete, exposed steel, and steel reinforcement. Compressed air and abrasive medium is projected at high speed through a nozzle directly at the surface. Method is used to remove corrosion by-products, laitance, or other materials that may inhibit bond of repair concrete.

B. High-Pressure Water Blasting (sometimes referred to as hydro-demolition): Uses water that may contain an abrasive medium, projected under high pressure and high velocity. Used for demolition, cutting, partial or full depth removal, cleaning, scarifying, or roughening of concrete surfaces, or removing existing coatings, for preparation of substrate concrete surfaces.

1.03 SUBMITTALS

A. Action Submittals: Product data sheets for each material supplied.

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B. Informational Submittals:

1. Repair Mortar System: Manufacturer's preparation and installation instructions.
2. Written description of equipment proposed for concrete removal and surface preparation.
3. Certificates: Mortar Manufacturer's Certificate of Proper Installation.
4. Statements of Qualification: Repair mortar system applicator.
5. Field and laboratory test results.

1.04 QUALITY ASSURANCE

A. Qualifications:

1. Repair Mortar System Applicator: Trained and experienced applicator endorsed by repair mortar system manufacturer.
2. Repair Mortar System Manufacturer's Representative: Knowledgeable and experienced on technical data and application requirements for specified products.

B. Demonstration Mockup for Repair Mortar.

C. Pre-repair Conference:

1. Required Meeting Attendees:
   a. Contractor.
   b. Repair Subcontractor.
   c. Technical representative for repair material manufacturer.
   d. Engineer.
2. Schedule and conduct prior to incorporation of respective products into Project. Notify Engineer of location and time.
3. Agenda shall include, but not limited to:
   a. Review of field conditions. Conduct field observations of the Work to be performed.
   b. Based on above observations, repair material manufacturer's technical representative shall confirm material selection and make Project specific repair method recommendations.
   c. Technical representative for repair material manufacturer shall review proposed surface preparation, material application, consolidation, finishing, curing, and protection of repair material from weather conditions.
   d. Other specified requirements requiring coordination.

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1.05 DELIVERY, STORAGE, AND HANDLING

A. Package repair mortar system products in moisture-resistant bags, pails, or moisture-resistant bulk bags.

B. Deliver, store, and handle repair materials in accordance with manufacturer's printed instructions.

PART 2 PRODUCTS

2.01 REPAIR MORTAR SYSTEM NO. 5—POLYMER MODIFIED REPAIR MORTAR

A. One or two-component, fast-setting, polymer modified cementitious based repair mortar system.

B. Compressive Strength, ASTM C109/C109M:

1. 1 Day: 2,500 psi minimum.
2. 7 Days: 5,000 psi minimum.
3. 28 Days: 7,000 psi minimum.

C. Flexural Strength, ASTM C348 at 28 Days: 1,500 psi minimum.

D. Slant Shear Bond Strength, ASTM C882/C882M Modified at 28 Days: 2,000 psi minimum.

E. Splitting Tensile Strength, ASTM C496/C496M at 28 Days: 600 psi minimum.

F. Abrasion Resistance Depth of Wear, ASTM C779/C779M, Procedure A, at 60 Minutes: 0.033 inch maximum.

G. Drying Shrinkage, ASTM C157/C157M Modified, at 28 Days: 0.09 percent maximum.

H. Rapid Chloride Ion Permeability Based on Charge Passed, ASTM C1202: 28 Days: Under 850 coulombs maximum.

I. Manufacturers and Products:

1. BASF Construction Chemicals, LLC - Building Systems, Shakopee, MN; MasterEmaco T 310 CI.

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2. Euclid Chemical Co., Cleveland, OH; Duraltop Flowable Mortar.
3. Or approved equal.

2.02 WATER

A. Clean and free from oil, acid, alkali, organic matter, or other deleterious substances, meeting federal drinking water standards.

2.03 REINFORCEMENT

A. Deformed Steel reinforcement.

B. Tie Wire: 16-gauge, galvanized.

2.04 CEMENTITIOUS BONDING AGENT AND REINFORCEMENT COATING

A. Cementitious adhesive, specifically formulated for bonding plastic portland cement concrete or mortar to hardened portland cement concrete.
1. Mixed Bonding Agent Properties:
a. Pot Life: 75 minutes to 105 minutes.
b. Contact Time: 24 hours.
c. Color: Concrete gray.
2. Cured Cementitious Adhesive Properties:
a. Splitting Tensile Strength, ASTM C496/C496M at 28 Days: 600 psi minimum.
b. Flexural Strength, ASTM C348: 1,000 psi minimum.
c. Slant Shear Bond Strength, ASTM C882/C882M:
1) 2-Hour Open Time: 2,500 psi minimum.
2) 24-Hour Open Time: 2,000 psi minimum.
3. Bonding agent shall not produce a vapor barrier.
4. Compatible with, and from same manufacturer as the, repair mortar system used.

B. Manufacturers and Products:

1. BASF Construction Chemicals, LLC - Building Systems, Shakopee, MN; MasterEmaco P 124.
2. Sika Corp., Lyndhurst, NJ; Sika Armatec 110 EpoCem.
3. Euclid Chemical Co., Cleveland, OH; Dural Prep AC.
4. Or approved equal.

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2.05 EPOXY BONDING AGENT

A. Two-component, moisture insensitive, 100 percent solids epoxy resin.

B. Tensile Strength, ASTM D638, at 14 Days: 4,400 psi minimum.

C. Elongation at Break, ASTM D638: 1.49 percent minimum.

D. Compressive Strength, ASTM D695, at 28 Days for Application Temperature of 73 Degrees F to 77 Degrees F: 8,000 psi minimum.

E. Bond Strength, ASTM C882/C882M, at 14 Days: 1,800 psi minimum.

F. Pot Life, at 73 Degrees F to 77 Degrees F: 75 minutes minimum.

G. Manufacturers and Products:

1. BASF Construction Chemicals, LLC - Building Systems, Shakopee, MN; MasterEmaco ADH 326 when ambient temperature is 73 degrees F or higher.
2. Or approved equal.

2.06 EVAPORATION RETARDANT AND CURING COMPOUND

A. As specified in repair mortar manufacturer's written instructions.

PART 3 EXECUTION

3.01 GENERAL

A. Existing Concrete Work: Repair concrete as identified in Contract Documents and herein.

3.02 APPLICATION

A. A. General:

1. Repair Mortar System No. 5:
   a. Patches and Overlays: 1/4 inch to 3 inches thick.
   b. Return to service for foot traffic in 4 hours; wheel traffic in 7 days.
   c. Working Time: 30 minutes at 70 degrees F.
   d. Application Temperature Range: 45 degrees F to 90 degrees F.

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3.03 PREPARATION

A. Identify unsound and deteriorated concrete by sounding techniques, or as directed by Engineer. Review proposed extent of repair with Engineer.

B. Remove unsound, deteriorated, or otherwise defective areas of concrete from Work areas.

1. Use 8,000 psi minimum high-pressure water or abrasive blasting machine, as appropriate to suit Site conditions.
2. Remove concrete to abrade substrate concrete surface to a minimum amplitude roughness of 3/16 inch measured between high and low points with a 3-foot-long straightedge, in accordance with ASTM D4259.
3. For existing structures, extent of concrete removal as shown on Drawings.
4. Where final surface is required to be flush with existing adjacent surface, remove existing concrete depth as required for application of minimum thickness of repair mortar.

C. Do not use power-driven jackhammers, chipping hammers, scabblers, or scarifiers unless water blasting is not permitted or practical because of Site conditions, or may cause other damage to equipment or facilities. In such cases where chipping hammers are required, limit size of chipping hammer to 16 pounds or lighter, or use small electric chipping hammer, to reduce formation of micro-fractures in substrate concrete surface.

D. Following removal of unsound or deteriorated concrete, check substrate concrete surface by sounding techniques to identify unsound concrete remaining or resulting from use of chipping hammer.

E. Remove unsound concrete to satisfaction of Engineer.

F. Square edges of patch areas by sawing or chipping to avoid tapered shoulders or featheredges. Avoid cutting embedded steel reinforcement. Roughen polished saw-cut edge by high-pressure water blasting or abrasive blasting.

G. Remove concrete adjacent to steel reinforcement to a minimum of 1-inch clearance around steel reinforcement for application and bonding of new repair mortar to entire circumference of exposed steel reinforcement if one or more of the following surface conditions exist:

1. 50 percent or more of circumference around steel reinforcement is exposed during concrete removal.

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2. 25 percent or more of circumference around steel reinforcement is exposed during concrete removal and corrosion is present to extent that more than 25 percent loss of section has occurred.
3. Otherwise evident that bond between existing concrete and steel reinforcement has been destroyed or has deteriorated as determined by Engineer.

H. Clean exposed steel reinforcement of loose rust and concrete splatter per recommendations of repair material manufacturer and in accordance with ASTM D4258.

I. Keep areas from which concrete has been removed free of dirt, dust, and water blasting waste slurry. Remove laitance and other bond inhibiting contaminates from prepared areas.

J. Preparation of Substrate Concrete Surface in Areas to Receive Repair Mortar System No. 5: Dampen repair areas at least 6 inches beyond area to receive repair mortar for at least 24 hours to provide saturated surface dry (SSD) condition without standing water at time of application of mortar, as required by and in accordance with repair mortar manufacturer's printed instructions.

K. Spalled Joints:

1. Saw cut edge 1 inch deep and 6 inches back from old joint.
2. Remove unsound concrete and concrete between saw cut and joint.
3. Place wood or fiber spacer to thickness of joint at joint line.

L. Overlays:

1. Square cut edges to a minimum of 1/4 inch deep.
2. Do not feather edge area.
3. Perform special preparation recommended by mortar manufacturer.

M. Collect and dispose of spent water and concrete debris from removal operations offsite in manner and location acceptable to Owner.

3.04 REINFORCEMENT INSTALLATION

A. Replace deteriorated steel reinforcement with new steel reinforcement equivalent in cross-sectional area to original steel reinforcement.

B. Fasten steel reinforcement to chairs or mesh anchors with tie wire to prevent from moving during placement of repair mortar.

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C. Lap reinforcement mesh a minimum of one mesh spacing and securely fasten mesh to mesh anchors, or to steel reinforcement fastened to mesh anchors, with tie wire at intervals no more than 12 inches to prevent movement during application of repair mortar.

3.05 PROTECTION

A. If cementitious coating or bonding agent is used, protect adjacent surfaces from over application. Promptly remove bonding agent applied beyond repair area.

B. Protect adjacent surfaces, and equipment from spillage of repair mortar and dust, as applicable for repair mortar system used.

3.06 PLACEMENT

A. Repair Mortar System No. 5.

1. Remove standing and free water from prepared area.
2. Apply bond scrub coat of mortar to prepared surface in accordance with manufacturer's instructions. Do not apply more scrub coat of mortar than can be covered with repair mortar before scrub coat begins drying.
3. Immediately place mixed repair mortar into prepared area from one side to the other side.
4. Work material firmly into bottom and sides of patch to ensure a good continuous bond.
5. Level repair mortar and screed to elevation of existing concrete.
6. Finish to same texture as existing concrete around patch.
7. Repair Mortar System No. 5 screed or use self-leveling mixture to obtain a uniform and plane surface.

B. Joint Repair:

1. Remove joint spacer when repair mortar is hard enough that a pointed trowel will penetrate surface less than 1/2 inch.
2. When repair mortar is cured and ready for use, fill joint in accordance with repair mortar system manufacturer's instructions.

3.07 FINISHING

A. Spray full strength evaporation retardant on fresh concrete to prevent rapid drying during hot and windy weather.

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3.08 CURING

A. Repair Mortar System No. 5: Apply curing compound in accordance with repair mortar manufacturer's printed instructions.

3.09 FIELD QUALITY CONTROL

A. Sounding for Hollow Areas:

1. Chain drag or light hammer tap repaired areas listening for hollow sound to determine areas that have not properly bonded to substrate concrete.
2. Mark hollow areas for removal and replacement.

B. Direct Tension Bond Test:

1. In Situ Bond Testing: Perform tension bond test in accordance with ASTM C1583/C1583M.
2. Record locations on in situ bond tests on each type of applied repair mortar.
3. Laboratory Bond Testing:
   a. Core two 2-1/2-inch or 3-inch diameter core drilled samples per ASTM C42/C42M for each 2,000 square feet of repair work for direct tension bond testing. Where total area repaired is less than 2,000 square feet, core two 2-1/2-inch or 3-inch diameter samples for direct tension bond testing. Record locations of core drilled samples extracted from each type of applied repair mortar.
   b. Cut core samples through cured mortar repair and into base concrete to total depth equal to at least 2.5 times repair mortar thickness.
   c. Saw cut core samples after removal to trim base concrete thickness to same thickness as mortar so bond line is at center of prepared core sample.
   d. Bond core samples to steel plates at each end using epoxy bonding agent.
   e. Perform tension bond testing using calibrated independent test laboratory equipment and eyebolts or threaded connectors tapped and threaded into baseplate in order that tension load is concentric with the center of the core sample.
   f. Bond Strength of Repair Mortar to Substrate Concrete: 300 psi minimum in direct tension without failure or movement.

C. Retest mortar repairs that do not meet test requirements.

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D. Repair and fill holes using same repair mortar where core samples have been removed.

3.10 MORTAR REPAIR FAILED TEST

A. Remove and replace unacceptable Work.

B. Hollow Sounding Areas: Saw cut hollow sounding areas to a new square edge, remove unsound mortar repair. Prepare substrate surface and reapply repair mortar as specified herein above.

C. Failed Compression Strength Test: Remove affected areas of repair mortar represented by failed compression strength test results. Prepare substrate surface and reapply repair mortar as specified herein above.

D. Failed Bond Tests: Remove affected areas of repair mortar represented by failed bond test results. Prepare substrate surface and reapply repair mortar as specified herein above.

E. Retest areas where repair mortar was removed and replaced, in accordance with test requirements specified herein above.

3.11 MANUFACTURERS' SERVICES

A. Provide mortar manufacturer's representative at Site to advice on product selection, review acceptability of surface preparation, mixing and installation assistance, inspection, and Certification of Proper Installation.

3.12 CLEANING

A. Remove excess repair mortar materials as the Work proceeds. Remove waste materials, unsound material from concrete surfaces, material chipped from structure, and water used in preparation of repair areas, finishing, and curing, and dispose offsite at approved disposal site.

END OF SECTION

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SECTION 05 50 00
METAL FABRICATIONS SLUDGE STORAGE STRUCTURAL SUPPORTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Miscellaneous framing and supports.
2. Loose bearing and leveling plates.

B. Products furnished, but not installed, under this Section include the following:

1. Anchor bolts.

1.02 COORDINATION

A. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

1.03 ACTION SUBMITTALS

A. Product Data:

1. Fasteners.
2. Shop primers.
3. Shrinkage-resisting grout.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:

1. Miscellaneous framing and supports.

1.04 INFORMATIONAL SUBMITTALS

A. Mill Certificates: Signed by stainless steel manufacturers, certifying that products furnished comply with requirements.

B. Welding certificates.

C. Research Reports: For post-installed anchors.

1.05 QUALITY ASSURANCE

A. A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:

1. AWS D1.1, "Structural Welding Code - Steel."
2. AWS D1.6, "Structural Welding Code - Stainless Steel."

1.06 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, floor slabs, decks, existing steel framing, and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 PRODUCTS

2.01 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A36.

C. Stainless Steel Sheet, Strip, and Plate: ASTM A240, Type 316L.

D. Stainless Steel Bars and Shapes: ASTM A276, Type 316L.

2.02 FASTENERS

A. General: Unless otherwise indicated, provide Type 316 stainless steel fasteners and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless steel fasteners for fastening stainless steel.

B. High-Strength Bolts, Nuts, and Washers: ASTM F3125, Grade A325 Type 3, heavy-hex steel structural bolts; ASTM A563, Grade DH3, heavy-hex carbon-steel nuts; and where indicated, flat washers.

C. Stainless Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F593; with hex nuts, ASTM F594; and, where indicated, flat washers; Alloy Group 2.

D. Post-Installed Anchors: Torque-controlled expansion anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.
2. Material for Where Stainless Steel Is Indicated: Alloy Group 2 (A4) stainless steel bolts, ASTM F593, and nuts, ASTM F594.

2.03 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

B. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.04 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.

E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

F. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

G. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

2.05 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

C. Galvanize miscellaneous framing and supports where indicated.

2.06 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153 for steel and iron hardware and with ASTM A123 for other steel and iron products.

B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean galvanized surfaces of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

C. Prepare surfaces to comply with requirements indicated below:

1. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete, toggle bolts, through bolts, and other connectors.

E. Corrosion Protection: Isolate dissimilar metals.

3.02 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Support steel girders on steel columns. Secure girders with bolts through top plates of columns.

C. Install columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installation of Bearing and Leveling Plates" Article.

1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

3.03 INSTALLATION OF LOOSE BEARING AND LEVELING PLATES

A. Clean concrete bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with shrinkage-resistant grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.04 REPAIRS

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780.

END OF SECTION

SECTION 09 96 35
CHEMICAL-RESISTANT COATINGS

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Society for Testing and Materials (ASTM):
   a. D522, Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
   b. D578, Standard Specification for Glass Fiber Strands.
   c. D579, Standard Specification for Greige Woven Glass Fabrics.
   d. D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

1.02 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
   a. Furnish a CRC Data Sheet (CRCDS) for each CRC system. The CRCDS form is appended to the end of this section. Indiscriminate submittal of manufacturer's literature only is not acceptable.
   b. The following information shall be appended to each CRCDS:
      1) Manufacturer's technical data sheets.
      2) Chemical resistance test results for exposure to service conditions.
         a) Provide specific chemical resistance data for chemicals not listed in the manufacturer's standard data sheets.
      3) Manufacturer's application specification.
      4) Configuration details for the following:
         a) Expansion joints and structural isolation joints.
         b) Construction joints.
         c) Cracks.
         d) Wall base details.

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e) Equipment bolts (when installed before or after CRC application).
f) Metal angle frames at trenches.
g) Floor drains.
h) Transition and termination detail at edge of CRC system.
i) Pipe penetrations (vertical and horizontal).
j) Other details specific to the structure being coated.

2. Samples: 4-inch square complete system proposed for use showing thickness and finish.

B. Informational Submittals:

1. Letter from CRC manufacturer stating that:
   a. Installer has notified manufacturer of proposed installation.
   b. Manufacturer is in agreement with the intended application.
   c. Applicator is qualified to do the Work and meets the quality assurance minimum experience requirements.
2. Sample of warranty, prior to starting the Work.
3. Installation instructions.
4. Field inspection and test reports.
5. Manufacturer's Certificate of Proper Installation.
6. Special guarantee.

1.03 QUALITY ASSURANCE

A. Manufacturer's Experience: Minimum 5 years manufacturing proposed products.

B. Applicator's Experience: Minimum 5 years applying proposed products.

1.04 PERFORMANCE CRITERIA

A. Exposure Ratings:

1. Immersion Service (IM): Suitable for continuous contact with the indicated liquid chemicals for 72 hours. The coating shall show no effects except moderate softening for the duration of the contact and no permanent damage.
2. Splash and Spills (SS): Suitable for continuous contact with the indicated liquid chemicals for 8 hours or with concentrated vapors for 24 hours. The coating shall show no effects except moderate softening for the duration of the contact and no permanent damage.

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B. Crack Bridging: Coating system shall bridge substrate cracks up to 15 mils wide that may occur before or after coating application, as measured by ASTM D522 standards. The coating system shall remain liquid-tight under the specified conditions of service.

C. Wear Resistance:

1. Wear Index Range: The Wear index range is amount of material lost from abrasion using ASTM Test Method D4060, using a C-17 wheel, 1,000 gram load, and 1,000 wheel cycles. Wear index range values are mg of material loss.
2. Foot Traffic (FT): Surfaces exposed to continuous personnel foot traffic shall have a Wear index range of 75 to 150.
3. Light Vehicle/Container Handling (LV): Where coating is subject to continuous movement of storage drums, pallets, and totes, coating shall withstand wheel loads of 2,250 pounds per wheel of solid rubber or inflated rubber tires and shall have a Wear index range of 50 to 75.
4. Continuous Vehicular Traffic (CV): Coating shall withstand wheel loads of 5,250 pounds per wheel of solid rubber or inflated rubber tires and shall have a Wear index range of 50 to 75.

D. Exterior Exposure: All chemical resistant coating systems shall be designed to perform under the project ambient environmental conditions. The coefficient of thermal expansion and contraction for each coating system shall be compatible with its substrate for ambient temperatures listed. If the stress generated by thermal cycling of the substrate exceeds the limits of the coating system, provide Class S fiberglass reinforcement. Class S fiberglass reinforcement shall meet the requirements of ASTM D578 and D579.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers.

B. Storage: Maintain materials in clean and dry condition. Follow manufacturer's instructions.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Temperature: Apply coating only when substrate, ambient air, and coating material are 65 degrees F or above.

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B. Substrate: Not wet or have standing water.

C. Ventilation: Provide during and after application to meet all applicable safety and health regulations.

1.07 EXTRA MATERIALS

A. Furnish minimum 2 gallons of unopened topcoating material for future use by Owner.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Nonvolac Epoxy:

1. Ceilcote.
2. Dudick.
3. Sherwin-Williams.
4. Tnemec.

B. Multi-Component Stress Skin Panel Liner:

1. SPECTRASHIELD by CCI Spectrum Inc.
2. No substitute allowed.

2.02 MATERIALS

A. Manufacturer's highest quality products suitable for the intended service.

B. Only compatible materials from a single manufacturer shall be used.

C. Meet federal, state, and local requirements limiting the emission of volatile organic compounds.

D. Materials shall not contain lead or lead compounds.

E. Joints:

1. Provide joint filler material of type, size, and composition as recommended by the CRC manufacturer for the particular joint condition.
2. Joint materials shall maintain a liquidtight joint for the life of the coating system.

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3. Chemical resistance of the joint material shall be the same or better than the coating system.
4. Provide joint backing material in accordance with CRC manufacturer's recommendations.

F. Non-Slip Aggregate: Type and quantity as recommended by coating manufacture for specific application. Coatings in chemical containment areas shall be nonslip.

2.03 COATING SYSTEMS

A. Chemical-Resistant Coatings: A mixture of liquid resin-based material, setting agent, and filler designed to be troweled or sprayed into place to cure to a hard state.

B. Material Quality: Manufacturer's highest quality products and suitable for intended exposure.

C. Compatibility: Only compatible materials from a single manufacturer shall be used.

D. Novalac Epoxy (System CRC-1):

1. General: Multi-layer system consisting of reinforced flexible epoxy base coat with novolac epoxy finish.
2. Filler: 100 percent solids epoxy paste, to fill holes and patch the concrete surface after abrasive blasting, and to fill concrete block masonry. Quantity and thickness as required.
3. Primer: Low viscosity and moisture tolerant. Thickness 6 mils minimum DFT.
4. Base: Epoxy, 150 percent minimum elongation for bridging cracks in concrete, reinforced with fiberglass mat. Thickness 35 mils minimum DFT. Floor and wall coatings reinforced with 1-ounce fiberglass mat saturated with specified resin.
5. Finish: Novalac epoxy, flake-filled, 100 percent solids, resistant to specified chemicals, and slip-resistant where required. Colors as selected by Engineer from manufacturer's standard colors. Color selection may vary by chemical to distinguish different containment areas. Thickness 25 mils minimum DFT, in two coats. Aggregated for slip resistance in locations subject to foot traffic under normal operating conditions.

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E. Lining Reinforcement: Fiberglass chopped-strand or woven-mat lining reinforcement shall meet the requirements of ASTM D578 and D579 standards for Class C chemical grade glass.

PART 3 EXECUTION

3.01 EXAMINATION

A. Surface Preparation:

1. Inspect and provide substrate surfaces prepared in accordance with these Specifications and the printed directions and recommendations of the system manufacturer whose product is to be applied.
2. Provide Engineer minimum 3 days' advance notice of start of surface preparation and system application Work.
3. Perform Work only in the presence of Engineer, unless Engineer grants prior approval to perform Work in Engineer's absence.

B. Schedule inspection with Engineer in advance for cleaned surfaces and system application Work.

3.02 PREPARATION

A. In accordance with the manufacturer's printed directions and recommendations.

B. Fill holes and cracks with manufacturer's recommended materials to produce even surface for application of systems.

C. Concrete Surfaces:

1. Do not begin until 30 days after concrete has been placed.
2. Remove grease, oil, dirt, salts or other chemicals, loose materials, or other foreign matter by solvent, detergent, or other suitable cleaning methods.
3. Brushoff blast clean to remove loose concrete and provide a tooth for binding. Upon approval by Engineer, surface may be acid etched with muriatic acid solution. Approval, subject to producing desired profile.
4. Secure coating manufacturer's recommendations for additional preparation if required for excessive bug holes exposed after blasting.

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5. Unless otherwise required for proper adhesion, ensure surfaces are dry prior to painting.

D. Masonry Surfaces:

1. Complete and cure masonry construction for 14 days or more before starting surface preparation Work.
2. Remove oil, grease, dirt, salts or other chemicals, loose materials, or other foreign matter by solvent, detergent washing, or other suitable cleaning methods.
3. Clean masonry surfaces of mortar and grout spillage and other surface deposits using one of the following:
   a. Nonmetallic fiber brushes and commercial muriatic acid followed by rinsing with clean water.
   b. Brushoff blasting.
   c. Water blasting.
4. Do not damage masonry mortar joints or adjacent surfaces.
5. Leave surfaces clean and, unless otherwise required for proper adhesion, dry prior to painting.
6. Masonry Surfaces to be Coated: Uniform texture and free of surface imperfections which would impair the intended finished appearance.

3.03 APPLICATION

A. Spray or trowel apply coating systems in accordance with manufacturer's printed instructions.

B. Install coating systems on vertical and horizontal surfaces, including caps, within containment wall for storage tanks, pumps, and piping.

C. Cove corners at vertical and horizontal intersections.

D. Extend surfacing completely under structures and equipment located within the containment area. Install at construction joints in substrate and floor drains, trenches, and other components within the containment area.

E. Provide the minimum number of coats required for each coating system, regardless of application method. Do not apply succeeding coats until previous coat has cured in accordance with the coating manufacturer's recommendations.

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F. Film Thickness:

1. Provide thickness as required to meet specified performance criteria.
2. All coated surfaces shall be visually inspected to ensure proper and complete coverage has been obtained.
3. After repaired and recoated areas have sufficiently dried, coating thickness tests may be conducted by the Owner to verify thickness complies with the manufacturer's recommendations.

G. Provide temporary enclosures as necessary to protect surfaces during the drying and curing process.

H. Mixing:

1. Thoroughly mix until homogeneous following manufacturer's instructions.
2. Mix only components furnished by coating manufacturer.

I. Joints:

1. Provide continuous sealant, backing material, and joint-lining treatment recommended by the coating manufacturer at all expansion, isolation, and construction joints.
2. Provide continuous sealant bead at joints between different coating systems.
3. Provide fiberglass or synthetic fabric reinforcement at construction joints and large substrate cracks to maintain liquidtight requirements under the specified service conditions.

J. Fastener Penetrations: Coat over equipment anchors and base plates installed in areas receiving CRC to maintain continuous liquidtight seal. Provide written instructions for treatment of penetrations.

3.04 UNSATISFACTORY APPLICATION

A. If an item has an improper appearance or insufficient film thickness, the surface shall be cleaned, prepared, and top-coated as required to achieve proper appearance and/or thickness. Provide specific procedures in writing from the CRC manufacturer prior to cleaning and preparation.

3.05 DAMAGED COATINGS

A. Damaged coatings, pinholes, and holidays shall have the edges feathered and repaired in accordance with the recommendations of the coating manufacturer.

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B. All finish coats, including touchup and damage-repair coats, shall be applied in a manner that will present a uniform texture and color-matched appearance.

C. All visible areas of chipped, peeled, or abraded coatings shall be hand or power sanded. Prime and finish coat these in accordance with these Specifications and the manufacturer's recommendations.

3.06 FIELD QUALITY CONTROL

A. Inspection:

1. Inspect finished system for complete, uniform coverage of specified area. Evidence of defects include improper thickness, hardness, and appearance.
2. Engineer may require electrical spark test or other tests to be performed by Contractor when evidence of incomplete coverage exists.

3.07 MANUFACTURER'S SERVICES

A. Provide manufacturer's representative at Site for installation assistance, inspection, and Manufacturer's Certificate of Proper Installation. Manufacturer's representative shall visit the project site at the following intervals:

1. On the first day of application of any CRC system.
2. As necessary during surface preparation and application to ensure installations are made in accordance with the manufacturer's recommendations.
3. As required to resolve field problems attributed to or associated with manufacturer's product.

3.08 APPLICATION SCHEDULE

A. Unless otherwise shown or specified, apply coatings in accordance with the following application schedule. In the event of discrepancies or omissions in the following, request clarification from Engineer before starting Work in question.

B. Coating System CRC-1: Use in the following areas:

1. Concrete surfaces of chemical containment areas: Chemical Building, Sodium Hypochlorite Containment Area including curbing, excluding tank equipment pad.

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2. Exposure: Immersion or splash and spill service.
3. Traffic: FT.

3.09 SUPPLEMENTS

A. The supplement listed below, following "End of Section," is part of this Specification.

1. Application Schedule.

END OF SECTION

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APPLICATION SCHEDULE

(Note: Submittals will be rejected unless this form is completely filled out for each proposed CRC system)

Attach additional information, as specified (technical data sheets, chemical resistance, application specifications, special configuration details).

CRC System No. (From Spec):	
Coating Supplier:	
Representative (Name and Telephone)	
Reinforcing Material:	
Recommended Joint Material:	
Substrate Surface Preparation:	

Component	Product Name/Number	Application Method	Min. Coats/Cover
Primer			
Base Coat			
Intermediate Coat(s)			
Intermediate Coat(s)			
Topcoat			
(Sealer)			

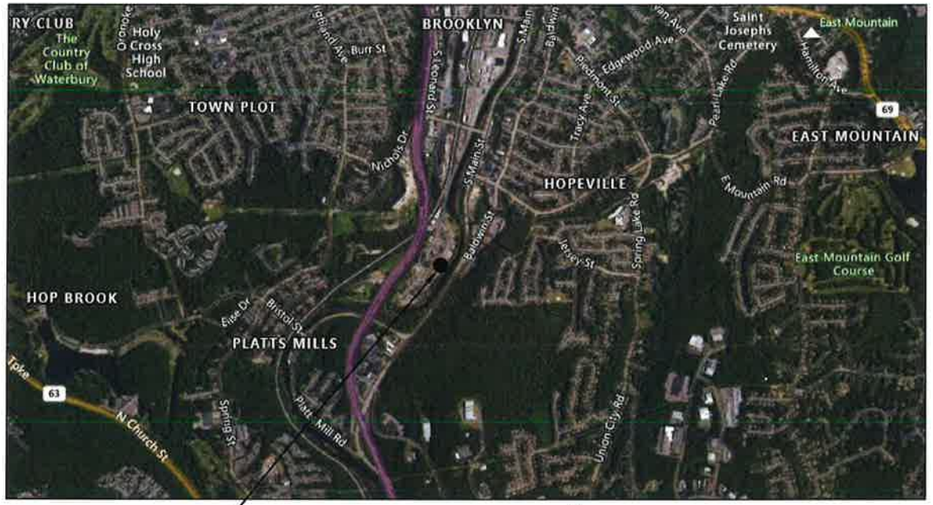
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DRAWINGS

CHEMICAL BUILDING CONCRETE REPAIR
COLUMN INSTALLATION SLUDGE BLENDING TANKS

FINAL DESIGN DOCUMENTS
NOVEMBER 2025



PROJECT LOCATION

VICINITY MAP
NTS



PROJECT LOCATION

LOCATION MAP
NTS

INDEX TO DRAWINGS

SHEET NO.	DRAWING	SHEET TITLE
1	G-001	COVER SHEET, VICINITY AND LOCATION MAPS AND INDEX
2	S-100	CHEMICAL BUILDING PLAN - SLUDGE PROCESSING BUILDING ELEVATION
3	S-101	CHEMICAL BUILDING CONCRETE REPAIRS SECTIONS AND DETAILS
4	S-102	SLUDGE BLENDING TANK PLAN AND SECTIONS

N.T.S.
NOT TO SCALE

CONTACT INFORMATION FOR THIS PROJECT:
JACOBS ENGINEERING GROUP
STEPHEN.KASLE@JACOBS.COM
210 MUNICIPAL ROAD, WATERBURY, CT, 06708
PHONE: 860-790-9439

Jacobs

11/05/2025

CONNECTICUT STATE OF REGISTERED PROFESSIONAL ENGINEER 21760

NO.	DATE	DSGN	DR	CHK	APVD	BY	APVD
				REVISION			
		L HILL	T STIMPSON	S KASLE		L HILL	

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CITY OF WATERBURY
WATER POLLUTION CONTROL FACILITY
210 MUNICIPAL ROAD
WATERBURY, CT

COVER SHEET, VICINITY AND LOCATION MAPS AND INDEX

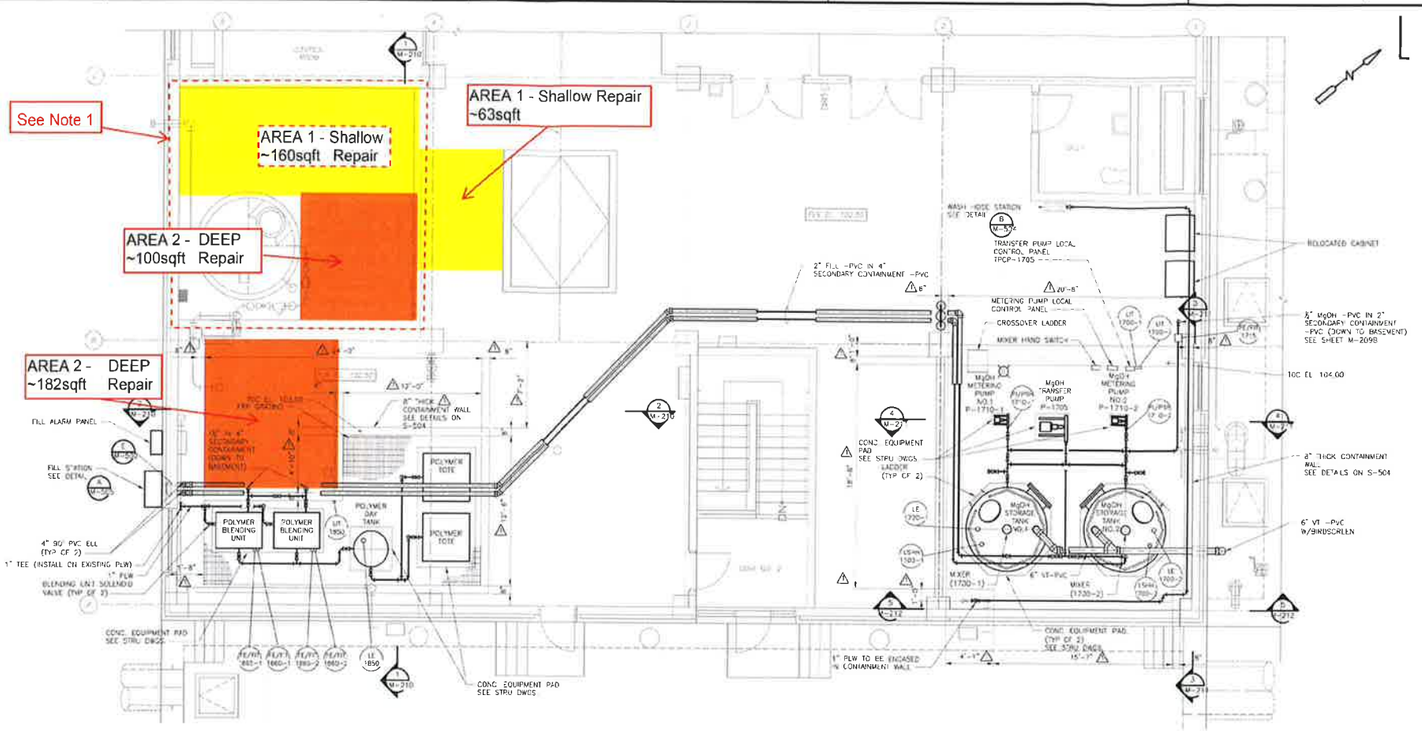
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DATE NOVEMBER 2025
PROJ D7088050
DWG G-001
SHEET 1 of 4

FINAL DESIGN

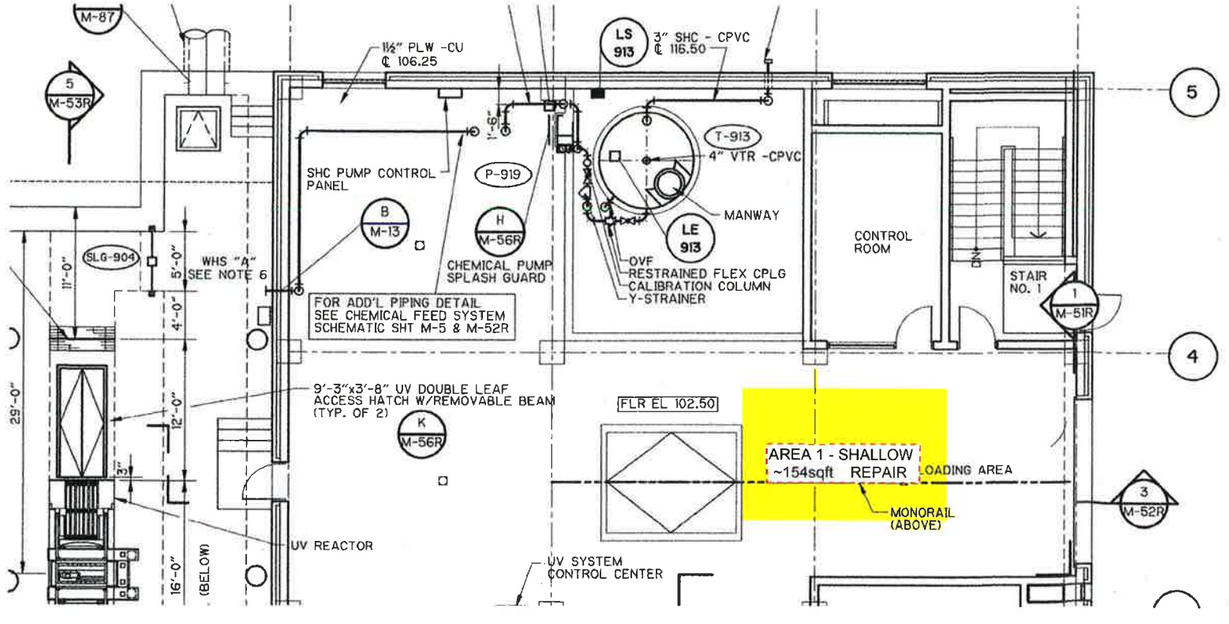
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NOTES:

1. SODIUM HYPOCHLORITE CONTAINMENT AREA INCLUDING CURB SHALL HAVE A CHEMICAL RESISTANT COATING APPLIED AFTER PROPER CURE TIME OF CONCRETE REPAIR WORK. REMOVE EXISTING EPOXY COATING FROM INTERIOR OF CURBING AND ANY OTHER SURFACE INSIDE OF CONTAINMENT AREA WHICH DID NOT RECEIVE CONCRETE REPAIR WORK. SEE SPECIFICATION SECTION 099635 FOR CHEMICAL RESISTANT COATING.
2. REPAIR CEILING CRACKS IN BASEMENT UNDER WORK AREAS IN ACCORDANCE WITH OVERHEAD CRACK REPAIR, DETAIL 3 ON SHEET S-101.



1 PARTIAL FIRST FLOOR PLAN – CHEMICAL BUILDING
SCALE: N.T.S.



1 PARTIAL FIRST FLOOR PLAN – CHEMICAL BUILDING
SCALE: N.T.S.

N.T.S.
NOT TO SCALE



3 CONCRETE SLAB DEMO – SLUDGE PROCESSING BUILDING
SCALE: N.T.S.

11/05/2025

NO.	DSGN	DATE	DR	CHK	APVD	BY	APVD
			J TETZAGUIC	S KASLE	S KASLE		T CABANA

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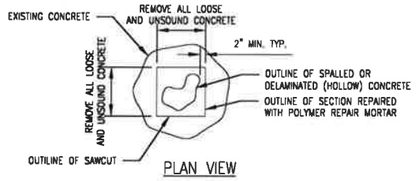
CHEMICAL BUILDING PLAN - SLUDGE PROCESSING BUILDING ELEVATION

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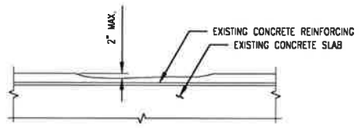
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VERIFY SCALE
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DATE	NOVEMBER 2025
PROJ	D7088050
DWG	S-100
SHEET	2 of 4

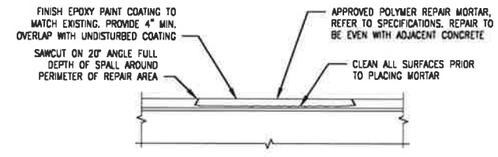
FINAL DESIGN



PLAN VIEW

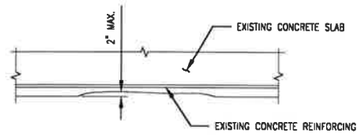


TYPE I
TOP OF SLAB EXISTING SPALL
SECTION VIEW

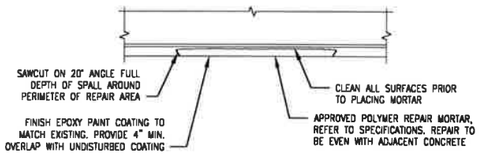


TYPE I
TOP OF SLAB REPAIR
SECTION VIEW

CONCRETE REPAIR NOTES:
1. COORDINATE ALL WORK WITH SPECIFICATION SECTIONS 030132 AND 030133.
2. SAWCUT BOUNDARY SHALL BE FORMED WITH STRAIGHT LINES AND SQUARE CORNERS. BOUNDARY SHALL BE SET WITH 2" MINIMUM OFFSET FROM UNSOUND CONCRETE.
3. REMOVE LOOSE MATERIAL WITH PNEUMATIC CHIPPING HAMMER NO GREATER THAN 16 LBS AS TO NOT DAMAGE ANY EXISTING REINFORCEMENT.
4. CLEANING OF CONCRETE AND REPAIR SHALL BE BY SAND BLASTING.
5. PROVIDE SUPPLEMENTAL REINFORCEMENT FOR EXISTING BARS THAT HAVE LOST 20% OR MORE OF THEIR CROSS SECTIONAL AREA. MATCH EXISTING BAR SIZE AND CONCRETE COVER. EXTEND NEW BARS BEYOND LIMITS OF DETERIORATED REINFORCING BY MINIMUM DEVELOPMENT LENGTH.
6. FOR TYPE II REPAIR, INSTALL GROUTED L-SHAPED ANCHORS SPACED TO MATCH REINFORCEMENT STEEL SPACING IN ANY AREA OF SPALL THAT IS DEEPER THAN REINFORCEMENT STEEL AND WITH BOTH SURFACE DIMENSIONS GREATER THAN 3'-0".
7. PRE-SOAK EXPOSED CONCRETE SURFACE FOR 24 HOURS TO ACHIEVE SATURATED DRY CONCRETE. COAT DRY SURFACE WITH CEMENT SLURRY.
8. PLACE, FINISH AND CURE APPROVED REPAIR MATERIAL ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.

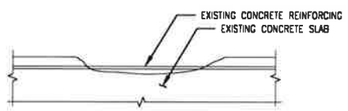


TYPE I
OVERHEAD EXISTING SPALL
SECTION VIEW

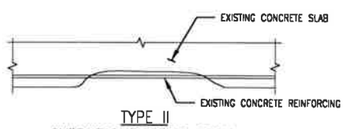


TYPE I
OVERHEAD REPAIR
SECTION VIEW

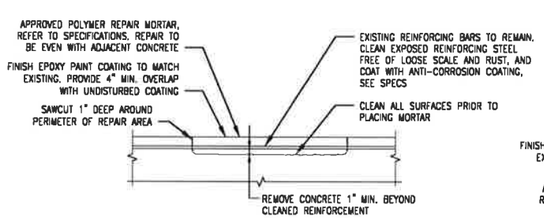
1 TYPICAL CONCRETE REPAIR DETAILS AT SLAB AT SHALLOW SPALL – TYPE I
SCALE: N.T.S.



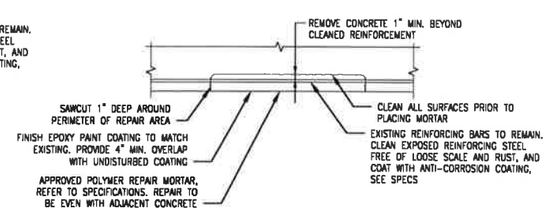
TYPE II
TOP OF SLAB EXISTING SPALL
SECTION VIEW



TYPE II
OVERHEAD EXISTING SPALL
SECTION VIEW

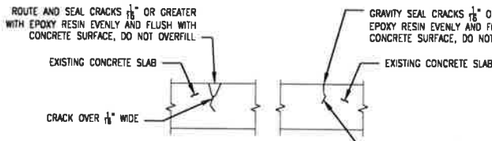


TYPE II
TOP OF SLAB REPAIR
SECTION VIEW

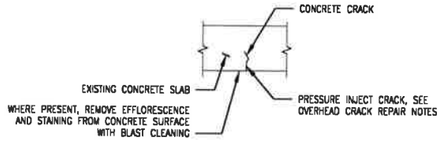


TYPE II
OVERHEAD REPAIR
SECTION VIEW

2 NOTE: FOR SLAB PLAN VIEW AND CONCRETE REPAIR NOTES REFER TO DETAIL 1.
TYPICAL CONCRETE REPAIR DETAILS AT SLAB AT DEEP SPALL – TYPE II
SCALE: N.T.S.



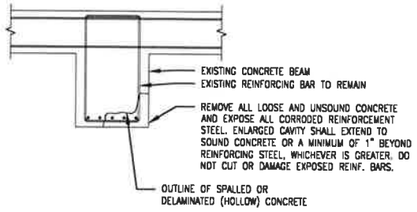
TOP OF SLAB CRACK REPAIR
SECTION VIEW



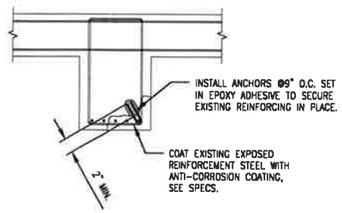
OVERHEAD CRACK REPAIR
SECTION VIEW

OVERHEAD CRACK REPAIR NOTES:
1. PREPARE AREAS ADJACENT TO THE CRACK, CLEANING AWAY DIRT, DUST, GREASE, OIL, AND OTHER FOREIGN MATERIAL DETRIMENTAL TO THE BONDING OF THE INJECTION SURFACE SEAL SYSTEM. DO NOT USE CORROSIVES FOR CLEANING.
2. FOR CRACKS OF SUFFICIENT WIDTH TO PERMIT ENTRY OF LOOSE PARTICLES, BLOW OUT DEBRIS USING HIGH PRESSURE AIR EQUIPMENT CAPABLE OF FILTERING OUT ANY OILS FROM THE COMPRESSOR.
3. INSTALL INJECTION PORTS AT INTERVALS NOT LESS THAN EIGHT INCHES (NOTE: THE MAXIMUM PORT SPACING IS A FUNCTION OF CRACK WIDTH AND PUMP PRESSURE AND RELIES ON JUDGEMENT AND INJECTION EQUIPMENT USED).
4. APPLY AN APPROPRIATE SURFACE SEAL, TO SIDES OF THE CRACK, ALLOWING SUFFICIENT CURING TIME.
5. FOR HORIZONTAL CRACKS, START AT EITHER END OF THE CRACK. BEGIN AND CONTINUE INJECTING EPOXY UNTIL THE ADHESIVE REACHES THE NEXT PORT.
6. CLAMP OR OTHERWISE SEAL OFF THE PORT AND BEGIN INJECTING THROUGH THE NEXT PORT. DO NOT SKIP SUCCESSIVE PORTS TO AVOID AIR ENTRAPMENT WHICH WILL PREVENT COMPLETE FILLING OF THE CRACK.
7. PERFORM THE INJECTION PROCEDURE CONTINUOUSLY UNTIL THE CRACK IS FILLED. IF PORT-TO-PORT TRAVEL OF THE ADHESIVE IS NOT INDICATED, IMMEDIATELY CEASE INJECTION AND NOTIFY THE EOR. DETERMINE THE CAUSE BEFORE CONTINUING.
8. WHEN INJECTION IS COMPLETE, ALLOW THE ADHESIVE TO CURE THE LENGTH OF TIME AND MANNER SPECIFIED BY THE MANUFACTURER.
9. REMOVE INJECTION PORTS AND SURFACE SEAL BY GRINDING SO THAT THE FACE OF THE CRACK IS FLUSH WITH THE ADJACENT CONCRETE SURFACES, WITH NO DEPRESSIONS AT THE ENTRY PORTS.
10. USE SIKADUR 52 EPOXY ADHESIVE OR APPROVED EQUAL. FOLLOW MANUFACTURER'S WRITTEN INSTRUCTIONS FOR SURFACE PREPARATION AND APPLICATION.

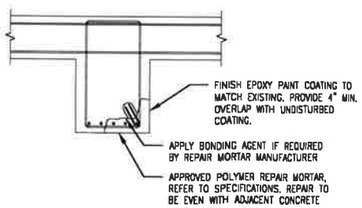
3 TYPICAL CONCRETE CRACK REPAIR DETAILS
SCALE: N.T.S.



SECTION VIEW– STEP 1



SECTION VIEW – STEP 2



SECTION VIEW – STEP 3

4 TYPICAL CONCRETE REPAIR DETAILS AT BEAMS
SCALE: N.T.S.

N.T.S.
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CITY OF WATERBURY
WATER POLLUTION CONTROL FACILITY
210 MUNICIPAL ROAD
WATERBURY, CT

CHEMICAL BUILDING
CONCRETE REPAIRS
SECTIONS AND DETAILS

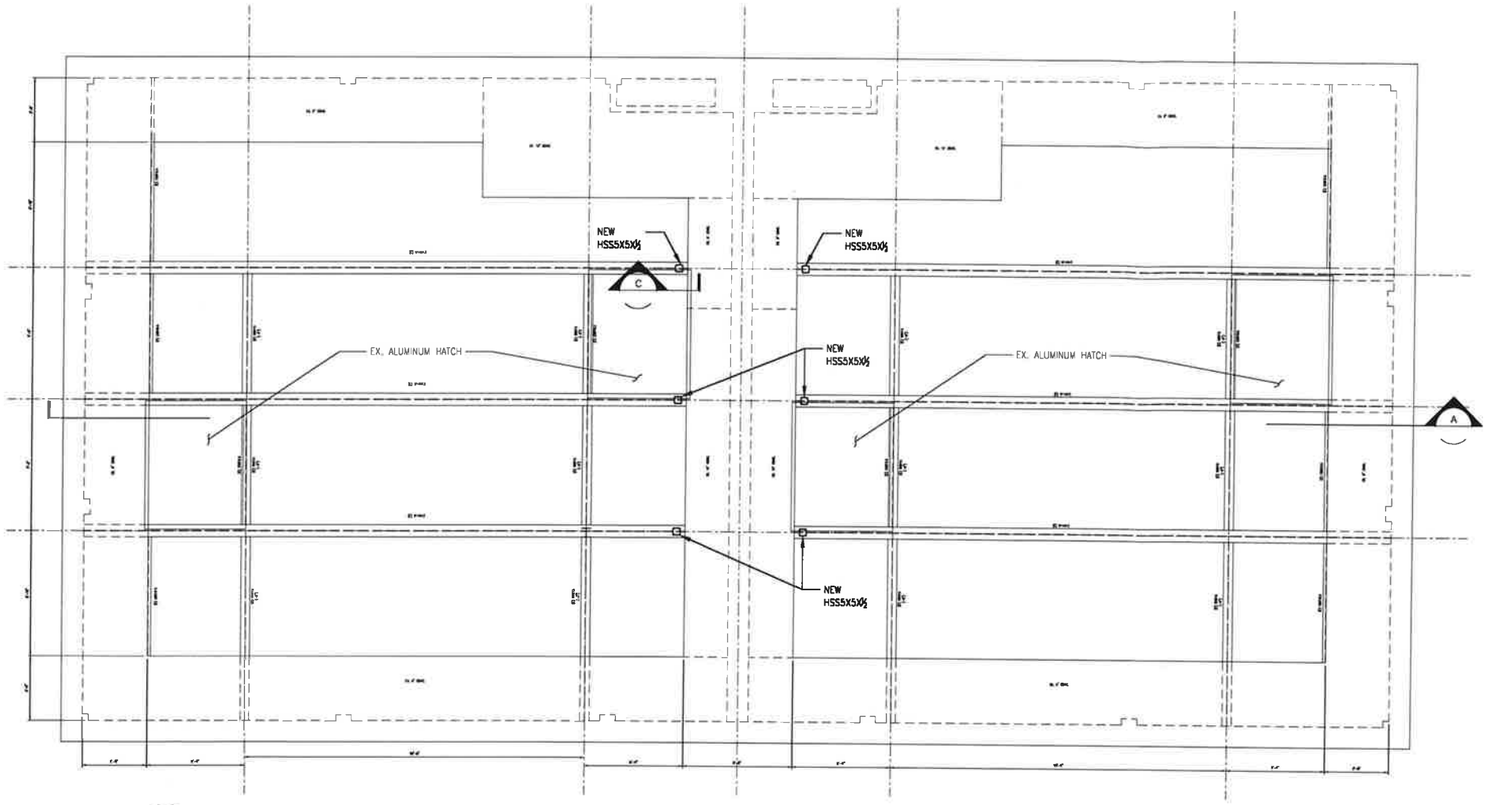
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AS NOTED
VERIFY SCALE
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DATE	NOVEMBER 2025
PROJ	D7088050
DWG	S-101
SHEET	3 of 4

FINAL DESIGN

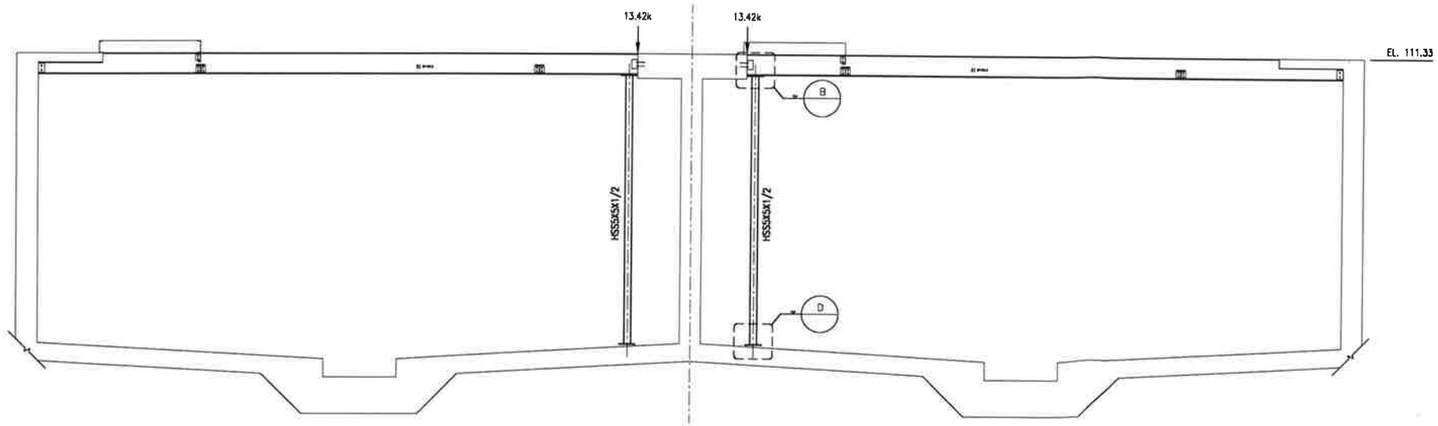
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1 SLUDGE BLENDING TANK FRAMING PLAN
SCALE: 1/4" = 1'-0"

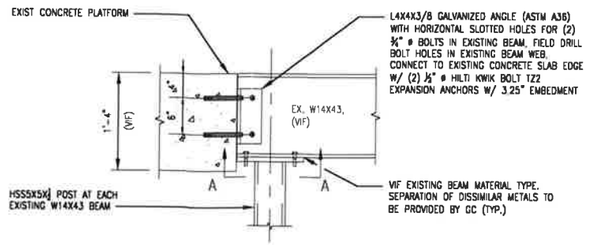
NOTES:

1. TOP OF STEEL EL = 111.33 U.N.O.
2. TOP OF CONC EL = 111.33
3. ALL NEW FRAMING AND CONNECTION ACCESSORIES SHALL BE STAINLESS STEEL TYPE 316L UNLESS OTHERWISE NOTED, WITH Fy = 30ksi MIN.
4. VERIFY/COORDINATE ALL DIMENSIONS AND ELEVATIONS PERTAINING TO EXISTING STRUCTURE IN FIELD. THE CONTRACTOR SHALL INFORM THE ENGINEER OF RECORD IMMEDIATELY OF ANY CONFLICTS.
5. REFER TO SPECIFICATION SECTION "055000 - METAL FABRICATIONS" FOR ADDITIONAL INFORMATION.
6. SCAN EXISTING CONCRETE BEFORE DRILLING HOLES FOR NEW ANCHORS TO ENSURE THAT EXISTING REINFORCING BARS ARE NOT CUT.
7. PROVIDE SEPARATION BETWEEN ALL DISSIMILAR MATERIALS.

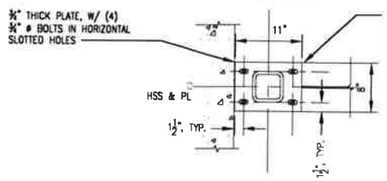


A ELEVATION
SCALE: 1/4" = 1'-0"

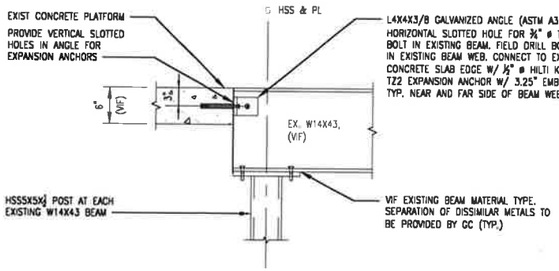
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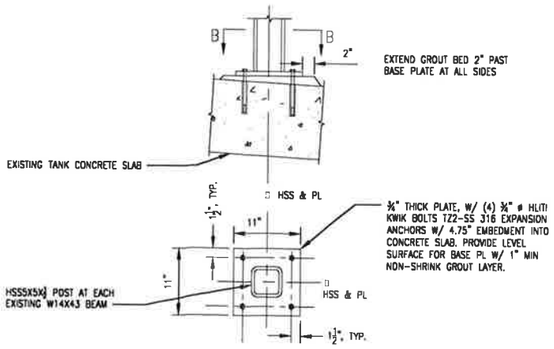
B CONN. TO EX. BEAM DETAIL
SCALE: 1" = 1'-0"



SECTION A-A



C CONN. TO EX. BEAM DETAIL
SCALE: 1" = 1'-0"



SECTION B-B

D BASE PLATE DETAIL
SCALE: 1" = 1'-0"

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CITY OF WATERBURY
WATER POLLUTION CONTROL FACILITY
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WATERBURY, CT

Jacobs

SLUDGE BLENDING TANK
PLAN AND SECTIONS

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	NOVEMBER 2025
PROJ	D7088050
DWG	S-102
SHEET	4 of 4

FINAL DESIGN

SPECIAL CONDITIONS

CONCRETE REPAIR CHEMICAL BUILDING COLUMN
INSTALLATION SLUDGE BLENDING TANKS
RFP 8712
WATERBURY WWTP

INDEX TO SPECIAL CONDITIONS

ARTICLE	PAGE
ARTICLE 1. SPECIAL NOTE	SC-3
ARTICLE 2. PERMITS	SC-4
ARTICLE 3. ADDENDUM TO GENERAL CONDITIONS 11 and 95	SC-4
ARTICLE 4. ADDENDUM TO GENERAL CONDITION 31	SC-4
ARTICLE 5. WINTER EROSION CONTROL MEASURES	SC-4
ARTICLE 6. ADJUSTMENT OF EXISTING UTILITIES	SC-4
ARTICLE 7. MOBILIZATION AND DEMOBILIZATION	SC-5
ARTICLE 8. CONSTRUCTION STAKE OUT	SC-5
ARTICLE 9. AS-BUILT IMPROVEMENT DRAWINGS	SC-5
ARTICLE 10. DEWATERING AND WATER CONTROL	SC-5
ARTICLE 11. SITE RESTORATION	SC-5
ARTICLE 12. CITY NOTIFICATION – BACKFILLING	SC-6
ARTICLE 13. PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-6
ARTICLE 14. INTENT OF DRAWINGS	SC-6
ARTICLE 15. ACCESS TO PROPERTY	SC-6
ARTICLE 16. ADDENDUM TO GENERAL CONDITION 2	SC-6
ARTICLE 17. ADDENDUM TO GENERAL CONDITION 10	SC-7
ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 92	SC-7
ARTICLE 19. OWNER CONTROLLED CONTINGENCY ALLOWANCE	SC-7

ARTICLE 20. CHANGES TO THE WORK SC-7

ARTICLE 21. ADDENDUM TO GENERAL CONDITION ARTICLE 2 SC-15

ARTICLE 22. PHOTOGRAPHIC AND VIDEO DOCUMENTATION SC-15

ARTICLE 23. LAYDOWN AREAS SC-17

ARTICLE 24. ADDENDUM TO GENERAL CONDITION ARTICLE 36 SC-17

ARTICLE 25. ADDENDUM TO GENERAL CONDITION ARTICLE 45 SC-17

ARTICLE 26. ADDENDUM TO GENERAL CONDITION ARTICLE 64 SC-17

ARTICLE 27. ADDENDUM TO GENERAL CONDITION ARTICLE 66 SC-17

ARTICLE 28. ADDENDUM TO GENERAL CONDITION ARTICLE 67 SC-17

ARTICLE 29. ADDENDUM TO GENERAL CONDITION ARTICLE 90 SC-17

ARTICLE 30. ADDENDUM TO GENERAL CONDITION ARTICLE 99 SC-18

ARTICLE 31. ADDENDUM TO GENERAL CONDITION ARTICLE 100 SC-18

ARTICLE 32. BUILDING PERMIT ALLOWANCE SC-18

ARTICLE 33. BUILDING PERMIT ALLOWANCE SC-18

ARTICLE 34. BUILDING PERMIT ALLOWANCE SC-19

SPECIAL CONDITIONS

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. These Special Conditions amend or supplement the General Conditions and other provisions of the Proposal Documents and shall be subject to all requirements of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract, including General Conditions, apply to these Special Conditions. Where items of the Proposal Documents or General Conditions are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Proposal Documents or General Conditions shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, the costs associated with all work under the Special Conditions shall be included in Contractor's Total Price Proposal.

There are three (3) affected companies which occupy the property and perform work at the property of the Water Pollution Control Facility where this construction contract will take place. They are:

- Jacobs Engineering Group, operator of the Water Pollution Control Facility ("Jacobs")
- Synagro Northeast, LLC, operator of the sludge sewage incinerator ("Synagro")
- HyAxiom Inc., the operator of the on-site fuel cell ("HyAxiom")

The Contractor shall coordinate all work activities with the parties mentioned above and keep the Project Engineer apprised of this coordination. The Contractor shall maintain access to all parts of the facility for the above companies throughout the duration of the construction contract.

ARTICLE 2. PERMITS

The Contractor shall, at its cost, 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.

ARTICLE 3. ADDENDUM TO GENERAL CONDITIONS 11 and 95

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to complete the work. Unless otherwise provided for in the Proposal Documents, all necessary temporary utilities shall be installed at the start of the Project at a location acceptable to the Project Engineer.

ARTICLE 4. ADDENDUM TO GENERAL CONDITION 31

Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

ARTICLE 5. WINTER EROSION CONTROL MEASURES

Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a winter erosion control plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate, in sufficient detail, the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the Project and adjacent flora and fauna.

ARTICLE 6. ADJUSTMENT OF EXISTING UTILITIES

The Contactor shall raise or lower as necessary the top of all utility valve boxes, cleanouts, traffic boxes, and any other utility access structures within the work area to match the finished grade. No extra compensation will be allowed, for adjustment of existing utilities.

ARTICLE 7. MOBILIZATION AND DEMOBILIZATION

The costs of Mobilization and Demobilization for the project shall be included in the within Contractor's Total Price Proposal. No separate payment shall be made for Mobilization or Demobilization.

ARTICLE 8. CONSTRUCTION STAKE OUT

The City has identified control points and bench marks necessary for the prosecution of the work, the Contractor will be responsible for the actual construction stakeout and for locating utility and other easements to which the property is subject. There shall be no extra compensation for Construction Survey. The work shall be included within Contractor's Total Price Proposal.

ARTICLE 9. AS-BUILT IMPROVEMENT DRAWINGS

Prior to Final Completion of the Work, the contractor shall provide As-Built Improvement Drawings of all above ground and below ground improvements within the Limit of work. Said drawings shall be signed and sealed by a State of Connecticut Licensed Engineer. The contractor shall provide one mylar copy and one electronic AutoCAD copy of the As-Built Improvement Location Drawings.

All AutoCAD submissions to City shall be in the version required by the Project Engineer.

ARTICLE 10. DEWATERING AND WATER CONTROL

The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed due to water level fluctuation.

ARTICLE 11. SITE RESTORATION

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular do to construction and/or new installations.

ARTICLE 12. CITY NOTIFICATION – BACKFILLING

Before backfilling any excavated area and after an improvement has been installed the Contractor shall notify the City when a backfill operation is to occur. A City representative or Project Engineer will make one observation for each excavated area.

ARTICLE 13. PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. facilities. No equipment or storage is allowed outside of the designated construction area, which is identified in the Contract Documents, without prior written approval by the Project Engineer.

ARTICLE 14. INTENT OF DRAWINGS

The drawings are intended to show general conformance with the **State of Connecticut Department of Energy and Environmental Protection (DEEP)** permitting requirements and may not show all elements necessary to meet all applicable codes

ARTICLE 15. ACCESS TO PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all areas of the Water Pollution Control Facility. Particular attention is noted for the three (3) occupants of the facility. The City or any other Contractor employed by the City, may enter upon or cross the area of work or occupy portions of it as directed or permitted by the City. This includes Jacobs, operator of the Water Pollution Control Facility, Synagro, operator of the sewage sludge incinerator and HyAxiom, operator of the onsite fuel cell.

Where required by the City, Contractor shall also conduct regular coordination meetings with Utilities and Owners and Operators of businesses and other operations to coordinate its work.

ARTICLE 16. ADDENDUM TO GENERAL CONDITION 2

Reference is made to General Condition Article 2 – Construction Progress Schedule. For this project, Contractor shall not be required to provide a Water Control Plan or Environmental Protection Plan as may be outlined or referenced in the General Conditions.

ARTICLE 17. ADDENDUM TO GENERAL CONDITION 10

Reference is made to General Condition Article 10 – Environmental Protection Plan. An Environmental Protection Plan in accordance with General Conditions Article 10 is not required for this Project. Additionally, the Contractor shall be responsible for protecting the Environmental Resources as described in General Condition Article 9.

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 92

Reference is made to General Condition Article 92 – Contract Administration Costs – Outside Regular Hours. Compensation to the City for the extra cost incurred when the Contractor elects to perform

work in excess of the normal working hours set forth in General Condition Article 92 shall at the rate of $150 per hour and shall be deducted from the amount due the Contractor.

ARTICLE 19. OWNER CONTROLLED CONTINGENCY ALLOWANCE

If an Owner Controlled Contingency Allowance ("OCCA") has been provided in the Contract, it is to provide an account for certain expenditures found necessary by and ordered done by the City. This item shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions. Work for which payment is included under other items shall not be considered for inclusion under this item.

Use of the OCCA requires the City's advance written authorization. Determination of amounts to be paid for work under this item shall be in accordance with Article 20 of the Special Conditions and at the sole discretion of the City.

Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor and City and shall not exceed amounts established in the OCCA. At project closeout, unused amounts remaining in the allowance shall be credited to the City by Final Change Order (as part of and so documented in Contractor's final payment request).

In no instance shall payments made pursuant to this Article result in an increase in the amount of the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

ARTICLE 20. CHANGES TO THE WORK

The cost and/or payment calculations for changes to the work shall be either on a firm proposal agreed to by the City or based on the provisions set forth herein.
Any changes in the work agreed to by the parties, or as directed by the Project Engineer, shall be evidenced by a Change Order authorized in accordance with Section 27 of the Contract and this Article. In no instance shall payments made pursuant to this Article result in an increase in the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

A. Differing Site Conditions:

(1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions

before they are disturbed and the Contractor shall thereafter wait for written instructions from the Project Engineer before proceeding with regard to such conditions.

(2) Upon written notification from the Contractor, the Project Engineer will investigate the conditions to determine if differing conditions exist. The Project Engineer will notify the Contractor of his/her determination whether or not differing conditions exist. If it is determined that the conditions materially differ and cause an increase in the Total Compensation or Contract Time required for performance of any work under the Contract, the City, with the Project Engineer's recommendation, will make an adjustment (excluding anticipated profits) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No use of this Article or of any Contingency Allowance that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

(4) No use of this Article or of any Contingency Allowance will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of Work Ordered by the Project Engineer:

(1) If the performance of all or any portion of the work is suspended or delayed by the Project Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(2) Upon receipt, the Project Engineer will evaluate the Contractor's request. If the Project Engineer agrees that the cost and/or Contract Time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City, with the Project Engineer's recommendation, will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

(4) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

C. Significant Change in the Character of Work:

(1) The Project Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

(2) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, the cost for changes to the work shall be either on a firm proposal agreed to by the City or as calculated herein, and such costs shall not include loss of anticipated profits. If a cost cannot be agreed upon, then the cost calculation shall be in such amount as the Project Engineer may determine to be fair and equitable.

(3) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the cost calculations for the altered work will be at the prices bid.

(4) The term "significant change" shall be construed to apply

when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

when an item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

D. Extra Work:

Unforeseen work made necessary by the Project Engineer's changes as previously described, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall

be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Project Engineer wants the Contractor to propose a unit price or, instead, a lump sum, for the extra work. Within 5 calendar days of receipt of such notification, the Contractor shall advise the Project Engineer, in writing, of the proposed compensation (as a unit price or lump sum, whichever has been requested by the Project Engineer) that the Contractor requests as compensation for the required extra work. The Contractor's request shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The character and extent of the extra work, together with the basis of compensation, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work and/or basis of compensation, and if the Contractor is not willing to agree to the extra work, the Contractor must, within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer's letter.

E. Cost Plus Work:

The Contractor's compensation for all work done on a cost-plus basis shall be determined in accordance with the following:

(a) Labor:

(1) For all labor, payment calculations shall be based on the wage rate actually paid by Contractor as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, payment calculations shall be based the actual wage paid by Contractor to the foremen as shown on the Contractor's certified payroll.

(2) The payment calculations shall the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, bonding, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the payment calculations shall include Contractor's actual Project costs. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(4) The payment calculations shall also include an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above cost calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Project Engineer, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, the Project Engineer will make a determination based on such rate as he deems reasonable.

The Project Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

(b) Specialized Work: When the Project Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the payment calculations for such work shall include the cost for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the payment calculations for such work shall include Contractor's actual costs, plus additional compensation in accordance with subparagraph (e) below. Prior to performing such specialized work, the Contractor shall obtain and submit to the Project Engineer a minimum of three price quotes for the work, if requested by the Project Engineer.

(c) Materials: For all materials necessary for cost-plus Project work, the payment calculations shall include Contractor's actual cost for such materials as delivered to the Project site, including delivery charges as shown by original receipted bills, plus 15% of the sum of said cost and charges.

In lieu of receipted bills for materials used which were not specifically purchased for the Project, but were taken from the Contractor's stock, the Contractor shall provide to the Project Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials is currently their fair market value. The payment calculations shall include Contractor's costs of transporting the materials to the Project site, in accordance with subparagraphs (a) and (d) hereof.

The payment calculations shall not include any penalty or charge incurred due to the Contractor's late or delayed payment for the pertinent materials.

(d) Equipment: All equipment used for cost-plus Project work must, in the judgment of the Project Engineer, be in good working condition and suitable for the purpose intended; and the Project Engineer reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Blue Book, taking into account all current Rate Adjustment Tables, and amendments thereof, which is published by K III Directory Corporation of San Jose, California, including all current Rate Adjustment Tables and amendments thereof.) Trucks will be classified by cubic-yard capacity.

Amounts claimed by the Contractor based on equipment rental rates shall not include any percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be included in the payment calculation in connection with amounts claimed by the Contractor based on equipment rental rates.

The payment calculations shall not include rental rates for small tools needed to complete the cost-plus Project work.

For payment calculations purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, the payment calculations shall include the applicable hourly rate only for the actual time that the equipment is assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Project Engineer, and shall end at the time designated by the Project Engineer.

For equipment which has to be brought to the Project site exclusively for cost-plus work, the payment calculations shall include Contractor's loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that cost claimed for return transportation from the Project site shall not exceed the cost of moving the equipment to that site. If such a piece of equipment is self-propelled, and is driven to the Project site under its own power, then the payment calculation shall include only operating costs and labor costs for its transport to and from the Project site. The payment calculations will not, however, include any loading, unloading and transportation costs if the equipment is used for any Project work on the site other than cost-plus work.

1) Owned Equipment: The payment calculation shall include the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Project Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in payment calculations for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 working hours per month).

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Project Engineer will determine, and the payment calculation shall include a reasonable rental rate based on rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Project Engineer before the affected work is begun. If the Contractor

proposes that the Project Engineer use a particular rate in such an instance, the Contractor must disclose to the Project Engineer the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, the payment calculation, shall include for that idle time 50 percent of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment calculation purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Project Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the payment calculation. For any piece of Contractor-owned equipment assigned to cost-plus Project work, the payment calculation shall include aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. The payment calculation shall not include Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Project Engineer orders the Contractor to do no Project work. If the equipment is used to perform cost-plus Project work for more than 8 hours in a day, the payment calculation shall include the applicable hourly rate computed on a monthly basis for the actual time of use; however the payment calculation shall not include any claim for more than 8 hours of idle time for a piece of equipment during a given day.

The City shall have the right to limit its aggregate payment calculations for idle time for a given piece of equipment to the replacement value of that equipment.

(2) Rented Equipment: If the Project Engineer determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall inform the Project Engineer, in advance of such rental, (a) of the specific nature of the rental(s), (b) the reasons for its need for such rental(s), (c) the anticipated or proposed rental rate(s), and (d) the estimated duration for the use of the equipment. Rates for such rented equipment must be provided based on the following:

—A daily rate per hour when the equipment is to be specifically assigned to Project work by the Project Engineer for a period of 7 consecutive calendar days or less.

—A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days, but does not exceed 21 consecutive calendar days.

—A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Project Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used on other than assigned cost-plus work, will not entitle the

Contractor to payment at a rental rate that would be applicable to the shorter periods arguably occasioned by such interruptions.

Prior to renting such equipment, the Contractor shall obtain and submit to the Project Engineer a minimum of three quotes, if requested by the Project Engineer.

The payment calculation shall include such rental rates actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Project Engineer. In order for any such costs to be considered, the Contractor must provide the Project Engineer with a copy of the original receipted bill for the rental expenses incurred.

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the payment calculation shall include an additional 7.5% for that work; and such amount will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional amounts will be given only after the Contractor provides to the Project Engineer receipted invoices for all relevant costs.

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the payment calculation shall include Contractor's actual cost. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(g) Miscellaneous: Any compensation associated with (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Project Engineer shall compare their respective records of the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Project Engineer and the Contractor's representative. The Project Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with City procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Project Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

F. Notification to Surety:

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 21. ADDENDUM TO GENERAL CONDITION ARTICLE 2

Reference is made to General Condition Article 2 – Construction Progress Schedule. The submittal of the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan, and Environmental Protection Plan, shall be as outlined in the General Conditions as modified by these Special Conditions, and as set forth in the Technical Specifications.

A. Additional requirements with regard to the Construction Progress Schedule are as follows:

1. The Construction Progress Schedule shall show, in detail, the proposed sequence of the Work and the estimated date of starting and completing each stage of the Work in order to complete the Project within the Contract Time. Prepare the schedule in a manner so that the actual progress of the Work can be recorded and compared with the expected progress. Coordinate the construction schedule with the proposed schedules of other Contractors, if any, engaged in work at, or adjacent to, the Project site.

2. Coordinate the Work and make every effort to maintain the Construction Progress Schedule. In the event actual progress begins to lag the schedule, promptly employ additional means or methods of construction to make up the lost time.

3. Notify the Project Engineer in writing

   1) 72 hours before commencing any work at the site, and

   2) at least 48 hours before resuming work in the case of a temporary suspension of work.

4. Keep the construction schedule current and revise or confirm the schedule in accordance with General Conditions, to accurately reflect the progress of the Work, past progress, and anticipated future progress.

B. Prepare and submit, with the Construction Progress Schedule, a separate Submittal Schedule listing dates for submission and dates reviewed for each required submittal including plans, shop drawings, samples, certifications, permits, etc.

ARTICLE 22. PHOTOGRAPHIC AND VIDEO DOCUMENTATION

Drawings and general provisions of the Contract, including General and Special Conditions apply to this Section.

This Section includes administrative and procedural requirements for a professional photographer to perform the following services:

1. Preconstruction Video
2. Periodic construction photographs.
3. Final completion construction photographs.

Qualification Data: For firms and persons to demonstrate their capabilities and experience. Submit lists of completed projects with project names, contract value and addresses, names and addresses of engineers and owners with work performed. The firm or individual shall be of established reputation who has been regularly engaged as a professional photographer for not less than three years.

Preconstruction Video: Within 14 calendar days following the award of the Contract the Contractor's approved Photographer shall document the entire Project existing site conditions, in the presence of the Engineer's Representative, in a format acceptable to the City. The Photographer shall at all times clearly identify the location of the video as it progresses and document the condition and site features of the existing road and elements and at all adjacent and affected properties. Aerial angles shall be included to record the location of existing pole mounted overhead wire and facilities.

The Contractor shall submit two (2) copies of the video no later than 14 calendar days prior to the start of construction so it can be reviewed for clarity and content. Any areas that are missing, incomplete or unclear shall be repeated and re-submitted to the satisfaction of the Engineer.

Periodic Construction Photographs: Once a month, and at regular intervals designated by the Engineer, the Contractor's Photographer shall provide a maximum of twenty four (24) 8x10 inch smooth-surface matte prints on single weight commercial –grade stock photo paper, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder. Two (2) copies of each photograph shall be submitted to the Engineer no later than 14 calendar days after being taken.
On the back of each print provide an applied label or rubber-stamped impression with the following information:

a. Name of Project and Owner
b. Name and address of photographer
c. Name of Engineer
d. Name of Contractor
e. Date photograph was taken
f. Description of vantage point, indicating location of camera, and direction of view.

Final Completion Photographs- Take a minimum of 48 photographs after the date of substantial completion for submission with Project Record Documents. The Engineer will direct photographer for desired vantage points. Submit two (2) copies of final completion photographs.
Measurement and Payment- The work under this section will not be measured for payment. The Contractor's cost in connection therewith will be considered incidental to, and included in, the general cost of the Contract.

ARTICLE 23. LAYDOWN AREAS

All Laydown Areas shall be pre-approved by the Project Engineer. A Laydown Area shall not impede traffic flow within the City streets or the Water Pollution Control Facility. The Contractor may only use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Project Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

ARTICLE 24. ADDENDUM TO GENERAL CONDITION ARTICLE 36

Reference is made to General Conditions Article 36 – Apprentices – NOT APPLICABLE

ARTICLE 25. ADDENDUM TO GENERAL CONDITION ARTICLE 45

Reference is made to General Conditions Article 45 – Residents' Preference in Work on Other Public Facilities – NOT APPLICABLE

ARTICLE 26. ADDENDUM TO GENERAL CONDITION ARTICLE 64

Reference is made to General Conditions Article 64 – Bus line Interference – NOT APPLICABLE

ARTICLE 27. ADDENDUM TO GENERAL CONDITION ARTICLE 66

Reference is made to General Conditions Article 66 – Blasting and Explosives – NOT APPLICABLE

ARTICLE 28. ADDENDUM TO GENERAL CONDITION ARTICLE 67

Reference is made to General Conditions Article 67 – Tunneling – NOT APPLICABLE

ARTICLE 29. ADDENDUM TO GENERAL CONDITION ARTICLE 90

Reference is made to General Conditions Article 90 – Planimeter – NOT APPLICABLE

ARTICLE 30. ADDENDUM TO GENERAL CONDITION ARTICLE 99

Reference is made to General Conditions Article 99 – Water Quality of Wells – NOT APPLICABLE

ARTICLE 31. ADDENDUM TO GENERAL CONDITION ARTICLE 100

Reference is made to General Conditions Article 100 – Work in State Highways – NOT APPLICABLE

ARTICLE 32. BUILDING PERMIT ALLOWANCE

An allowance has been provided in the contract for building permits. This allowance item shall only be used if authorized in writing in advance by the City and Project Engineer. Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor, City and Project Engineer and shall not exceed amounts established in Section 00 30 00 (Bid Form). At project closeout, unused amounts remaining in this allowance shall be credited to the City by Final Change Order (as part of and so documented in the Contractor's final payment request).

In no instance shall payments be made in pursuant to this Article result in an increase in the amount of Total Compensation or Extension of Contract Time. Any increase in the Contract Total Compensation or Contract time requires a duly authorized and executed Contract amendment in accordance of Section 27 of the Contract.

ARTICLE 33. GROUND PENETRATING RADAR & ELECTROMAGNETIC SCANNING ALLOWANCE

An allowance has been provided in the contract to provide high-resolution and utility detection (GPR/EM scanning or equal) within the proposed concrete repair area prior to any planned (coring/cutting/drilling) activities. This allowance item shall only be used if authorized in writing in advance by the City and Project Engineer. Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor, City and Project Engineer and shall not exceed amounts established in Section 00 30 00 (Bid Form). At project closeout, unused amounts remaining in this allowance shall be credited to the City by Final Change Order (as part of and so documented in the Contractor's final payment request).

In no instance shall payments be made in pursuant to this Article result in an increase in the amount of Total Compensation or Extension of Contract Time. Any increase in the Contract Total Compensation or Contract time requires a duly authorized and executed Contract amendment in accordance of Section 27 of the Contract.

ARTICLE 34. CONDUIT AND WIRING REPAIR ALLOWANCE

An allowance has been provided in the contract for subsequent repair of any damage to the electrical conduit and/or wiring encased in the concrete of the area(s) of work depicted in the contract documents. Any damage is to be immediately reported to the Facility Project Engineer. Repair work is to be coordinated with the facility before performed to minimize interruption to normal operations.This allowance item shall only be used if authorized in writing in advance by the City and Project Engineer. Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor, City and Project Engineer and shall not exceed amounts established in Section 00 30 00 (Bid Form). At project closeout, unused amounts remaining in this allowance shall be credited to the City by Final Change Order (as part of and so documented in the Contractor's final payment request).

In no instance shall payments be made in pursuant to this Article result in an increase in the amount of Total Compensation or Extension of Contract Time. Any increase in the Contract Total Compensation or Contract time requires a duly authorized and executed Contract amendment in accordance of Section 27 of the Contract.

END OF SECTION

GENERAL CONDITIONS

CONCRETE REPAIR CHEMICAL BUILDING COLUMN
INSTALLATION SLUDGE BLENDING TANKS
RFP 8712
WATERBURY WWTP

INDEX TO GENERAL CONDITIONS

1. PLANS AND SPECIFICATIONS AT THE SITE.....GC-1
2. CONSTRUCTION PROGRESS SCHEDULE GC-1
3. ESTIMATED QUANTITIES GC-2
4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT.....GC-2
5. PARTIAL PAYMENTS GC-2
6. INSPECTION AND TESTS.....GC-3
7. UTILITIES.....GC-3
8. SEDIMENTATION AND EROSION CONTROL.....GC-3
9. PROTECTION OF ENVIRONMENTAL RESOURCES GC-4
10. ENVIRONMENTAL PROTECTION PLAN GC-5
11. TEMPORARY UTILITIES.....GC-5
12. ABBREVIATIONS GC-5
13. SUBSURFACE EXPLORATION.....GC-7
14. CONTRACT AND CONTRACT DOCUMENTS GC-7
15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES GC-7
16. CONTRACTOR'S TITLE TO MATERIALS GC-8
17. "OR EQUAL" CLAUSES GC-8
18. REPRESENTATIONS OF THE CONTRACTOR GC-8
19. PROTECTION OF WORK AND PROPERTY (EMERGENCY) GC-8
20. WEATHER CONDITIONS.....GC-9
21. SUBLETTING GC-9
22. SUBSTITUTE BOND GC-9
23. RIGHT TO WITHHOLD PAYMENTS..... GC-10
24. PAYMENTS BY CONTRACTOR GC-10
25. NOTICE OF WARNING GC-10
26. PROGRESS MEETINGS. GC-10
27. REGULATIONS AND LAWS GC-10
28. RIGHT TO USE THE WORK GC-11
29. PROVISIONS REQUIRED BY LAW GC-11
30. WAIVER..... GC-11
31. USE OF PREMISES AND REMOVAL OF DEBRIS..... .GC-11
32. RIGHT-OF-WAY AND SUSPENSION OF WORK GC-11

INDEX TO GENERAL CONDITIONS

33. CONSTRUCTION EQUIPMENT AND MACHINERY GC-12
34. GENERAL WARRANTY PERIOD GC-12
35. PROCEDURE IN CONSTRUCTION GC-12
36. APPRENTICES GC-13
37. CONTROL OF WORK GC-13
38. CITY'S CONTROL NOT LIMITED GC-13
39. AUTHORITY AND DUTIES OF INSPECTORS GC-13
40. INSPECTION AND CORRECTION OF WORK GC-14
41. CONTRACTOR'S OBLIGATIONS GC-14
42. TOILET ACCOMMODATIONS AND DRINKING WATER GC-14
43. SAFETY AND HEALTH REGULATIONS GC-15
44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS GC-15
45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES GC-15
46. LISTING OF EMPLOYMENT OPENINGS GC-15
47. SERVICE OF PROCESS GC-15
48. CITY OF WATERBURY ORDINANCE CHAPTER 34 ..... GC-15
49. WAGE RATES GC-15
50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES GC-16
51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION. GC-16
52. WAGE UNDERPAYMENTS AND ADJUSTMENTS GC-16
53. CONFORMANCE OF WORK GC-16
54. DIMENSIONS AND SCHEDULES GC-17
55. PROTECTION FROM STORM GC-17
56. PROTECTION OF WORK AND MATERIALS GC-17
57. FURTHER SAFEGUARDS GC-17
58. FIRST AID TO INJURED GC-17
59. CONFORMANCE WITH DIRECTIONS GC-17
60. COMPETENT HELP TO BE EMPLOYED GC-17
61. STREETS AND SIDEWALKS TO BE KEPT OPEN GC-18
62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY ... GC-18
63. WORK OUTSIDE REGULAR HOURS GC-18

64. BUS LINE INTERFERENCE GC-19
65. COLD WEATHER WORK GC-19
66. BLASTING AND EXPLOSIVES GC-19
67. TUNNELING GC-19
68. RESERVED MATERIALS/EXCAVATED MATERIALS GC-19
69. OBSTRUCTIONS AND CROSSOVERS GC-20
70. DIRECTIONAL SIGNS AND LIGHTS GC-20
71. MAINTENANCE OF WORKPLACE GC-20
72. OPERATIONS AT SEVERAL POINTS GC-20
73. INTERFERENCE WITH EXISTING STRUCTURES GC-20
74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS GC-21
75. MATERIALS GC-21
76. DEFECTIVE MATERIALS GC-21
77. INSPECTION AND TESTING OF FURNISHED MATERIALS GC-21
78. SAMPLES AND ORDERING LISTS GC-21
79. SANITARY CONVENIENCES GC-21
80. FINISHING AND CLEANING UP GC-22
81. RIGHTS OF ACCESS GC-22
82. WORK BY OTHERS GC-22
83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY GC-22
84. LOADING GC-23
85. COMPLETION OF WORK GC-23
86. DUST AND SPILLAGE CONTROL GC-24
87. CARE OF THE WORK GC-24
88. EMERGENCY WORK GC-24
89. FIRE PREVENTION AND PROTECTION GC-24
90. PLANIMETER GC-24
91. SUPERINTENDENCE GC-24
92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS GC-25
93. DAILY REPORTS GC-25
94. MATERIAL AND WORKMANSHIP GC-25
95. TEMPORARY WATER SUPPLY GC-25

96. FITTING AND COORDINATION OF WORK GC-25
97. ARCHAEOLOGICAL FINDS GC-26
98. EXCAVATIONS NEAR UNDERGROUND UTILITIES GC-26
99. WATER QUALITY OF WELLS. GC-26
100. WORK IN STATE HIGHWAYS GC-26
101. EXISTING INSPECTION REPORTS GC-27
102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS GC-27
103. CLEANING FINISHED WORK GC-27
104. THIS SECTION INTENTIONALLY OMITTED GC-27
105. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS GC-27
106. SEMI-FINAL INSPECTION/SUBSTANTIAL COMPLETION GC-28
107. FINAL INSPECTION GC-28
108. SEMI-FINAL PAYMENT APPLICATION GC-28
109. FINAL COMPLETION/FINAL ACCEPTANCE OF PROJECT GC-28
110. FINAL PAYMENT APPLICATION GC-28
111. ACCEPTANCE OF FINAL PAYMENT GC-29

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of the Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, the costs associated with all work under the General Conditions shall be included in Contractor's Total Price Proposal. As used herein, "Bid" shall mean "Proposal."

There are three (3) affected companies which occupy the property and perform work at the property of the Water Pollution Control Facility where this construction contract will take place. They are:

- Jacobs Engineering Group, the operator of the Water Pollution Control Facility ("Jacobs")
- Synagro Northeast, LLC, the operator of the sludge sewage incinerator ("Synagro")
- HyAxiom Inc., the operator of the on-site fuel cell ("HyAxiom")

The Contractor shall coordinate all work activities with the parties mentioned above and keep the Project Engineer apprised of this coordination. The Contractor shall maintain access to all parts of the facilities for the above companies throughout the duration of the construction contract.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) calendar days after the issuance of a written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions.

2.02 The Construction Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall state the methods for doing each portion of the work. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.03 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.04 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished on the Bid Form are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) calendar days week after the issuance of a written Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City, on forms provided by the City, a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms provided by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum bid item. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor's periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum bid item shall break the bid price down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of five percent (5 %) of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 **Not used.**

6.03 If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within one (1) week after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, topsoil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) calendar days after the issuance of a written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Traffic control plan when necessary.

H. Methods of protecting surface and ground water during construction activities.

I. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents, a) the Contractor shall be responsible for determining and supplying at no cost to the City the temporary utilities that will be needed to complete the work, and b) the necessary temporary utilities shall be installed at the start of the Project. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project and removed prior to final completion of the Project, with the site being left in the same condition as it was at the start of the Project, all unless otherwise authorized in writing by the City.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each below:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread

SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel and Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure
"Federal Specification"	A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, the boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 The City shall interpret its own requirements. In case of any conflict or inconsistency between the provisions of this signed portion of the Contract and those of the Specifications, the provisions of the signed portion of the Contract shall govern.

14.02 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 priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer three (3) copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of four (4) weeks for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter. Any claim for compensation for this work by the Contractor due to such extra work shall be promptly submitted to the City for approval of payment.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 All work shall be temporarily suspended when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without prior written permission from the City. The Contractor must keep the Contract in his name and control until all work is completed and accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract and the General Conditions and other contract documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five (5) business days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered.
2. For all material, tools and other expendable equipment to the extent of ninety-five per cent (95 %) of the cost thereof, not later than the 20th day of the calendar month following that in which the materials, tools and equipment are delivered at the site of the project.
3. For all material, tools and other expendable equipment the balance of the cost in (2) above not later than the 30th calendar day of the month following the completion of that part of the work in or on which such material, tools and other expendable equipment are incorporated.
4. To each of the subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held every two (2) weeks at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. REGULATIONS AND LAWS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations, laws, or permits in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws, regulations and permits. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

30.02 No modification of this Contract or waiver of any of its items or provisions, except as herein provided, shall be made by, or on behalf of, the City, excepting by a resolution duly adopted by said City and spread upon its minutes.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.
7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay. Neither shall the Contractor be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work shall be extended to such time as the City determines will provide compensation for the time lost by such delay. Such determination to be set forth in writing.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. GENERAL WARRANTY PERIOD

34.01 If, within the one year Warranty Period as set forth in Section 7 of the Contract, any portion of the work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) business days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) business days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.02 The Payment and Performance Bonds shall remain in full force and effect through the one year Warranty Period.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined the Project Engineer, in consultation with the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the Project Engineer, in consultation with the City.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have an English-speaking superintendent present at the site. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Specifications. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Specifications. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for as Extra Work.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize. him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in a format acceptable to the City, of the construction drawings and specifications to the Contractor without charge. Additional sets will be furnished upon request at the cost as determined by the City. Such drawings and specifications are not to be used in other work. Any sets in usable condition shall be returned to the City upon request, at the completion or cessation of the work or the termination of the Contract.

ARTICLE 45. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 46. LISTING OF EMPLOYMENT OPENINGS

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of other funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 NOT USED.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 46). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage Rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by Sections 31-53 and 3254 of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government or the State of Connecticut shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 The Contractor shall be responsible for maintaining the project roads from the time of contract signing until final project acceptance by the City. This responsibility will include snow and ice removal, road sanding and mechanical sweeping, and roadway patching with materials approved by the Project Engineer.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located in the Waterbury City Hall, Telephone (203) 597- 3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the Project Engineer may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at ALL blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they do not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or. to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be made for this work.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor's Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City's or Project Engineer's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours' notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. Contractors employed by the City include Jacobs, operator of the Water Pollution Control Facility; Synagro, operator of the sewage sludge incinerator; and HyAxiom, operator of the on-site fuel cell. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall not interfere with, nor obstruct in any way, the work of Jacobs, operator of the Water Pollution Control Facility; Synagro, operator of the sewage sludge incinerator; or HyAxiom, operator of the on-site fuel cell. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. All excavations and backfilling operations performed by this Contractor shall be coordinated with parties mentioned above.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City's easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. This includes the responsibility for cooperating with, and for coordinating the prosecution of, the work of this Contract with Jacobs, operator of the Water Pollution Control Facility; Synagro, operator of the sewage sludge incinerator; and HyAxiom, operator of the on-site fuel cell. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance, whether or not the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capacity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 4:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every subcontractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHAEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City
(2) Project Engineer or Inspector

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In compliance with Public Act No. 77-350, "An Act Concerning Excavations Near Underground Utility Facilities," of the State of Connecticut, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Connecticut Underground Utilities Protection Authority (CUUPA) "CALL BEFORE YOU DIG" (Toll Free 1-800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The CUUPA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact CUUPA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (CONNDOT) and/or as required by CONNDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 In addition to other requirements specified herein, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment. All testing of materials furnished under these Specifications shall be provided by the Contractor at no additional expense to the City.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 105. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

105.01 If this Contract is Federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 106. SEMI-FINAL INSPECTION/SUBSTANTIAL COMPLETION

106.01 Upon completion of all the work as required by the plans and specification, the Contractor shall submit an Affidavit of Substantial Completion and shall request a semi-final inspection of the work by the Project Engineer. Based on the semi-final inspection, the Project Engineer will provide the Contractor with a list of items of work which have not been completed by the Contractor in accordance with the plans and specifications ("punchlist"). The Contractor shall complete all work and/or correct all deficiencies identified during the semi-final inspection.

ARTICLE 107. FINAL INSPECTION

107.01 Upon completion of the steps identified in Article 106 above, the Contractor shall submit to the Project Engineer documentation showing that all punchlist items have been completed and all deficiencies identified during the semi-final inspection have been corrected and shall request a final inspection of the work.

ARTICLE 108. SEMI-FINAL PAYMENT APPLICATION

108.01 Upon satisfactory completion of the final inspection, the Contractor shall prepare a SEMI-FINAL PAYMENT APPLICATION showing the final estimate of quantities, as confirmed by the Project Engineer. Should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the SEMI-FINAL PAYMENT APPLICATION by adding or deducting said amounts from the gross sum bid. In addition, if use of the Owner Controlled Contingency Allowance is required for this SEMI-FINAL PAYMENT APPLICATION, it shall be processed prior to execution of the SEMI-FINAL PAYMENT APPLICATION. All certificates of payments and estimates, upon which progress payments may have been made being merely estimates, shall be subject to correction in the SEMI-FINAL PAYMENT APPLICATION.

108.02 The SEMI-FINAL PAYMENT APPLICATION shall be signed by the Contractor and by the Project Engineer.

ARTICLE 109. FINAL COMPLETION/FINAL ACCEPTANCE OF PROJECT

109.01 FINAL COMPLETION of the Project shall occur when:

All Project work has been completed to the satisfaction of the City and the following have been submitted to the satisfaction of the Project Engineer and the City:

i. All documentation and supporting information required by the Contract Documents; including but not limited to: Final Waiver of Lien from each Subcontractor, supplier and the Contractor.

ii. All reports, forms, or certifications (including material certifications) required on any State or Federal funded Projects;

iii. Warranties, guarantees, final operation and maintenance manuals, and documentation to the effect that training and start-up support required by the Contract have been completed;

iv. As-built documents if required for the Project.

109.02 Upon satisfactory completion of the steps provided in 109.01 above, FINAL ACCEPTANCE of the Project by the City shall be evidenced by issuance of a written CERTIFICATE OF FINAL COMPLETION including a statement therein establishing the date of Final Completion.

ARTICLE 110. FINAL PAYMENT APPLICATION

110.01 The FINAL PAYMENT APPLICATION shall state the final Contract amount, any liquidated damage amounts, all City payments to Contractor, retainage to be released to Contractor, and final amount of any holdback(s) by the City, plus any other credits owed by Contractor to the City, including any credits for any unused allowances.

110.02 The FINAL PAYMENT APPLICATION shall be signed by the Contractor and by the Project Engineer.

ARTICLE 111. ACCEPTANCE OF FINAL PAYMENT

111.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of FINAL PAYMENT shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the Work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than seven (7) calendar days after depositing or cashing such FINAL PAYMENT. Such statement shall specify the items claimed. Should the Contractor refuse to accept the FINAL PAYMENT as tendered, it shall constitute a waiver of any right of interest thereon.

END OF SECTION

STATE WAGE RATES

Minimum Rates and Classifications
for Building Construction

ID#: 26-3078

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number:
State#:

Project Town: Waterbury
FAP#:

Project: Waterbury WPCF: Concrete Repair Chemical Building Column Installation Sludge Blending Tanks

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	48.81	34.05
2) Boilermaker	50.21	30.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	45.56	36.94 + a
3b) Tile Setter	43.0	34.75
3c) Tile and Stone Finishers	36.0	29.43
3d) Marble & Terrazzo Finishers	35.7	29.73
3e) Plasterer	44.52	29.63

As of: March 16, 2026

3f) Terrazzo Mechanics & Marble Setters	40.6	39.93
------LABORERS------		
4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	35.7	28.85
4) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	35.95	28.85
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	36.2	28.85
4c) **Group 4: Pipelayers: Licensed P6 -P7 (one or two employees of the total crew who primary task is to perform mating of pipe sections).	36.7	28.85
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	36.45	28.85
4e) Group 6: Blasters, nuclear and toxic waste removal.	38.7	28.85
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	38.7	28.85
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	36.2	28.85
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	35.7	28.85

As of: March 16, 2026

4i) Group 10: Traffic Control Signalman	21.42	28.85
4j) Group 11: Toxic Waste Removers A or B With PPE	38.7	28.85
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	42.03	29.19
5a) Millwrights	43.25	29.13
5b) Carpenter - Welder	42.53	29.19
5c) Carpenter: Working with creosote lumber or acid	43.03	29.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	47.4	35.32+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	69.55	38.985+a+b
-----OUTSIDE LINE CONSTRUCTION----		
Groundman	32.1	13.95
Linemen/Cable Splicer	58.37	33.94
8) Glazier (Trade License required: FG-1,2)	43.13	26.50+ a

As of: March 16, 2026

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer)	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a

As of: March 16, 2026

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	49.77	29.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a

As of: March 16, 2026

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a
Surveyor: Instrument Man	42.73	29.80 + a
Surveyor: Rodman or Chainman	36.78	29.80 + a
------PAINTERS (Including Drywall Finishing)------		
10a) Brush and Roller	39.57	26.50
10b) Taping Only/Drywall Finishing	40.32	26.50
10c) Paperhanger and Red Label	40.07	26.50
10d) Spray	42.57	26.50
10e) Spray Helper	40.57	26.50
10f) Blast	44.57	26.50

As of: March 16, 2026

10g) Blast Helper	40.57	26.50
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	50.58	36.30
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	46.0	24.74 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	44.5	24.74 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	44.7	44.38
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	50.58	36.30
------TRUCK DRIVERS------		
17) Block Truck	37.48	32.68 + a
17a) 2 Axle	36.16	32.68 + a
17ab) Helpers	34.66	32.68 + a
17b) 3 Axle, 2 Axle Mixer	36.27	32.68 + a

As of: March 16, 2026

17c) 3 Axle Mixer	36.33	32.68 + a
17d) 4 Axle	36.39	32.68 + a
17e) 4 Axle Mixer	37.19	32.68 + a
17ef) 5 Axle	36.39	32.68 + a
17eg) 5 Axle Mixer	37.19	32.68 + a
17f) Heavy Duty Trailer (40 Tons and Over)	38.66	32.68 + a
17g) Euclids and Semi-Trailer	36.44	32.68 + a
17h) Heavy Duty Trailer up to 40 tons	37.39	32.68 + a
17i) Snorkle Truck	36.54	32.68 + a
17j) Swivel Dump and Tack Truck	36.39	32.68 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	53.76	33.44 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

As of: March 16, 2026

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

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

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

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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

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

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

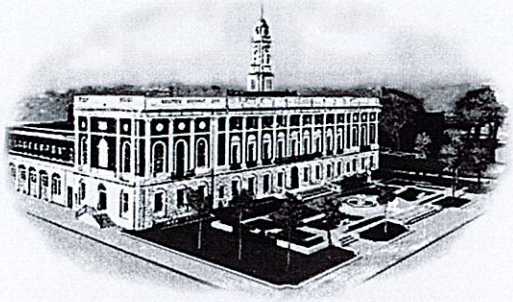
Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

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

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

As of: March 16, 2026

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 11, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Amendment to Ordinance §96.160-§96.999 and §122.51 Regarding Smoke Free Zones

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on June 22, 2026:

> To set a public hearing for July 13, 2026, for the purpose of receiving public input regarding proposed amendments to Sections 96.160-96.999 and Section 122.51 of the Waterbury Code of Ordinances to expand Smoke Free Zones to include prohibitions against vaping and e-cigarettes in Smoke Free Zones , and for the Board of Aldermen to take action on the amendments at their meeting on said date.

The proposed amendments would add vaping and the use of e-cigarettes to the Smoke Free Zones ordinances, as well as apply those prohibitions to barbershops.

I would respectfully remind the Board that notice of any such public hearing must be published ten (10) business days (*i.e.,* not counting weekends and holidays) prior to such hearing. Accordingly, any such hearing should be set for a date that would allow sufficient time for the publication of such notice. In addition, copies of the proposed Ordinance must be available to the public in the City Clerk's Office for those ten (10) business days.

A redline copy, as well as a clean copy, of the proposed amended Ordinance is attached hereto for your reference. Please feel free to contact me with any questions you may have.

Very truly yours,

Paul K. Pernerewski, Jr.

cc: Alderman Michael DiGiovancarlo
Angela R. Juliani, Corporation Counsel
Aisling McGuckin, Director of Health

Enc.

DRAFT ORDINANCE AMENDMENTS

REDLINE VERSION

SMOKE FREE ZONES

§ 96.160 PURPOSE.

The purpose of this subchapter is to prohibit smoking of pipes, cigarettes, cigars and the use of other tobacco and nicotine products in or on any public right-of-way, public street or public sidewalk within the area defined in § 96.161 below as being a smoke-free zone in order to provide protection from the effects of exposure to secondhand smoke and secondhand vapors from electronic nicotine delivery systems or vapor products.

(Ord. passed 8-24-2009)

§ 96.161 LOCATION OF SMOKE FREE ZONE.

The provisions of this chapter shall apply to any public right-of-way, public street or public sidewalk within that area of the city bounded as follows:

Starting at a point where a line, following the eastern most boundary line of Baldwin Street, crosses the southern most boundary line of Union Street and then running, in an approximate northerly direction, along the eastern most boundary line of Baldwin Street to its intersection with the northern most boundary line of Scovill Street;

Then running, in an approximate westerly direction, along the northern most boundary line of Scovill Street to its intersection with the northeastern most boundary line of Cole Street;

Then running, in an approximate northwesterly direction, along the northeastern most boundary line of Cole Street to its intersection with eastern most boundary line of South Elm Street;

Then crossing South Elm Street in a line, forming a right angle with the western most boundary line of South Elm Street, to the western most boundary line of South Elm Street;

Then running, in an approximate southerly direction, along the western most boundary line of South Elm Street to its intersection with the southern most boundary line of Union Street;

Then running, in an approximate easterly direction, along the southern most boundary line of Union Street to the point of beginning above stated.

The herein above references to the boundary lines of Baldwin Street, Union Street, Scovill Street, Cole Street and South Elm Street are intended to refer to the boundaries of the rights-of-way over which those streets pass including any portions of thereof that

are unpaved or unimproved as of the date of adoption hereof and including any sidewalks adjacent to said streets that are located within said rights-of-way.

The herein above references to the intersection of boundary lines is intended to refer to the coordinate at which two given lines would intersect if extending past one another in the same plane regardless of whether or not said lines actually terminate prior to said intersection or whether or not said lines cross one another but in different planes, for example if one right of way travels over or under another across a bridge or through a tunnel or similar structure.

(Ord. passed 8-24-2009)

§ 96.162 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOUNDARY LINES. References herein to the boundary lines of Baldwin Street, Union Street, Scovill Street, Cole Street and South Elm Street are intended to refer to the boundaries of the rights-of-way over which those streets pass including any portions thereof that are unpaved or unimproved as of the date of adoption hereof and including any sidewalks adjacent to said streets that are located within said rights-of-way.

ELECTRONIC NICOTINE DELIVERY SYSTEM. An electronic nicotine delivery system as defined in section 19-342a of the general statutes as that section may be amended from time to time.

PERSON. Any individual, corporation or other legal entity capable of owning real property.

PUBLIC RIGHT-OF-WAY. The term public right-of-way, as used herein, shall refer to the entirety of any portion of land used, or dedicated to use whether or not actually used, as an area over which the general public has a common right to travel, whether by vehicle or on foot.

PUBLIC SIDEWALK. The term public sidewalk, as used herein, shall refer to any portion of a public right-of-way that has been improved for, or is otherwise commonly used for, the purpose of providing an area over which the general public travels on foot.

PUBLIC STREET. The term public street, as used herein, shall refer to any portion of a public right-of-way that has been improved for, or is otherwise commonly used for, the purpose of providing an area over which the general public travels by vehicle.

SMOKE or ***SMOKING.*** The lighting or carrying of a lighted cigarette, cigar, pipe or similar device, or other product containing tobacco if that product is one that is intended to be, or is commonly, lit or ignited.

VAPOR PRODUCT. A vapor product as defined in section 19-342a of the general statutes as that section may be amended from time to time.

(Ord. passed 8-24-2009)

§ 96.163 SMOKING CONSTITUTING A PUBLIC NUISANCE.

It is hereby declared a public nuisance for any person to smoke, or to otherwise carry or use any tobacco product while it is lit or ignited, or to use any electronic nicotine delivery system or vapor product in or on any public right-of-way, public street or public sidewalk within the smoke-free zone herein defined and smoking, and the carrying of or use of any tobacco product while it is lit or ignited, and the use of any electronic nicotine delivery system or vapor product, in said smoke-free zone is prohibited. Any person smoking, or carrying of or using any tobacco product while it is lit or ignited, or using any electronic nicotine delivery system or vapor product, in said smoke-free zone shall be in violation of this subchapter.

(Ord. passed 8-24-2009)

§ 96.164 MINIMUM STANDARDS.

(A) The provisions in this subchapter shall not be construed to prevent the enforcement of other statutes, codes, ordinances or regulations which prescribe standards other than are provided in this subchapter.

(B) In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance, regulation or other code of the town or state, the provision which establishes the higher standard for the promotion and protection of the health and safety, and property values of the people shall prevail.

(C) This subchapter shall not affect violations of any other ordinance, code or regulation existing prior to the effective date of this code, and any such violations may be governed and continue to be punishable under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

(Ord. passed 8-24-2009)

§ 96.165 PENALTIES AND ENFORCEMENT.

(A) *Penalties.*

(1) Each violation of this chapter shall be considered a separate offense.

(2) Each separate offense under this chapter shall be punishable by a fine as set forth in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code.

(B) *Enforcement.*

(1) The Mayor, his designee, or any police officer in the City of Waterbury, is authorized to issue a citation or summons, for a violation of this subchapter provided that:

(2) In addition thereto, the Mayor or his designee is authorized to initiate legal proceedings in the Superior Court to enforce any summons or citation issued pursuant

to this chapter or to seek the immediate collection of any penalties, and the recovery of all costs including costs authorized by the court and reasonable attorneys' fees incurred by the City of Waterbury to enforce this subchapter.

(3) All fines, court costs, costs of remedial action, and attorney's fees as ordered by the court as may be collected shall be paid into the city's general fund.

(Ord. passed 8-24-2009; Ord. passed 8-19-2013)

§ 96.166 APPEALS.

Any person to whom a summons or citation under this subchapter is issued may, within 30 days after the issuance thereof, appeal said summons or citation to the Superior Court for the State of Connecticut.

(Ord. passed 8-24-2009)

§ 96.999 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be punished by a fine as set forth in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code. Each day any violation continues shall constitute a separate offense.

(1967 Code, § 1-8)

(B) Any person who violates or fails to comply with any of the provisions of §§ 96.075 through 96.092 of this chapter or hinders, impedes, delays, obstructs, any such inspection, or alters, changes, defaces, moves or destroys, the posted copy of the inspection, without written authority from the Director of Health, shall be fined as set forth for each such offense in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code.

(1967 Code, Appendix A, § 44)

(C) Any person violating or failing to comply with any of the provisions of §§ 96.120 through 96.128 of this chapter or with any order of the Board of Health made thereunder, shall be fined as set forth in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code; provided, however, that, if a penalty is prescribed by any general statute of the state for any of the offenses described in any of the foregoing sections, the statutory penalty shall be inflicted for the offenses instead of the penalty herein prescribed.

(1967 Code, Appendix A, § 68)

(Ord. passed 8-19-2013)

. . . .

CHAPTER 122: BARBERSHOPS, HAIRDRESSING AND COSMETOLOGY SHOPS

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§ 122.51 SMOKING PROHIBITED.

Establishments must adhere to Connecticut General Statues regarding smoking, and use of electronic nicotine delivery systems or vapor products as defined in section 19a-342a of the general statutes as that section may be amended from time to time, in public places.

. . . .

DRAFT ORDINANCE AMENDMENTS

SMOKE FREE ZONES

§ 96.160 PURPOSE.

The purpose of this subchapter is to prohibit smoking of pipes, cigarettes, cigars and the use of other tobacco and nicotine products in or on any public right-of-way, public street or public sidewalk within the area defined in § 96.161 below as being a smoke-free zone in order to provide protection from the effects of exposure to secondhand smoke and secondhand vapors from electronic nicotine delivery systems or vapor products.

(Ord. passed 8-24-2009)

§ 96.161 LOCATION OF SMOKE FREE ZONE.

The provisions of this chapter shall apply to any public right-of-way, public street or public sidewalk within that area of the city bounded as follows:

Starting at a point where a line, following the eastern most boundary line of Baldwin Street, crosses the southern most boundary line of Union Street and then running, in an approximate northerly direction, along the eastern most boundary line of Baldwin Street to its intersection with the northern most boundary line of Scovill Street;

Then running, in an approximate westerly direction, along the northern most boundary line of Scovill Street to its intersection with the northeastern most boundary line of Cole Street;

Then running, in an approximate northwesterly direction, along the northeastern most boundary line of Cole Street to its intersection with eastern most boundary line of South Elm Street;

Then crossing South Elm Street in a line, forming a right angle with the western most boundary line of South Elm Street, to the western most boundary line of South Elm Street;

Then running, in an approximate southerly direction, along the western most boundary line of South Elm Street to its intersection with the southern most boundary line of Union Street;

Then running, in an approximate easterly direction, along the southern most boundary line of Union Street to the point of beginning above stated.

The herein above references to the boundary lines of Baldwin Street, Union Street, Scovill Street, Cole Street and South Elm Street are intended to refer to the boundaries of the rights-of-way over which those streets pass including any portions of thereof that are unpaved or unimproved as of the date of adoption hereof and including any sidewalks adjacent to said streets that are located within said rights-of-way.

The herein above references to the intersection of boundary lines is intended to refer to the coordinate at which two given lines would intersect if extending past one another in the same plane regardless of whether or not said lines actually terminate prior to said intersection or whether or not said lines cross one another but in different planes, for example if one right of way travels over or under another across a bridge or through a tunnel or similar structure.

(Ord. passed 8-24-2009)

§ 96.162 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOUNDARY LINES. References herein to the boundary lines of Baldwin Street, Union Street, Scovill Street, Cole Street and South Elm Street are intended to refer to the boundaries of the rights-of-way over which those streets pass including any portions thereof that are unpaved or unimproved as of the date of adoption hereof and including any sidewalks adjacent to said streets that are located within said rights-of-way.

ELECTRONIC NICOTINE DELIVERY SYSTEM. An electronic nicotine delivery system as defined in section 19-342a of the general statutes as that section may be amended from time to time.

PERSON. Any individual, corporation or other legal entity capable of owning real property.

PUBLIC RIGHT-OF-WAY. The term public right-of-way, as used herein, shall refer to the entirety of any portion of land used, or dedicated to use whether or not actually used, as an area over which the general public has a common right to travel, whether by vehicle or on foot.

PUBLIC SIDEWALK. The term public sidewalk, as used herein, shall refer to any portion of a public right-of-way that has been improved for, or is otherwise commonly used for, the purpose of providing an area over which the general public travels on foot.

PUBLIC STREET. The term public street, as used herein, shall refer to any portion of a public right-of-way that has been improved for, or is otherwise commonly used for, the purpose of providing an area over which the general public travels by vehicle.

SMOKE or ***SMOKING.*** The lighting or carrying of a lighted cigarette, cigar, pipe or similar device, or other product containing tobacco if that product is one that is intended to be, or is commonly, lit or ignited.

VAPOR PRODUCT. A vapor product as defined in section 19-342a of the general statutes as that section may be amended from time to time.

(Ord. passed 8-24-2009)

§ 96.163 SMOKING CONSTITUTING A PUBLIC NUISANCE.

It is hereby declared a public nuisance for any person to smoke, or to otherwise carry or use any tobacco product while it is lit or ignited, or to use any electronic nicotine delivery system or vapor product in or on any public right-of-way, public street or public sidewalk within the smoke-free zone herein defined and smoking, and the carrying of or use of any tobacco product while it is lit or ignited, and the use of any electronic nicotine delivery system or vapor product, in said smoke-free zone is prohibited. Any person smoking, or carrying of or using any tobacco product while it is lit or ignited, or using any electronic nicotine delivery system or vapor product, in said smoke-free zone shall be in violation of this subchapter.

(Ord. passed 8-24-2009)

§ 96.164 MINIMUM STANDARDS.

(A) The provisions in this subchapter shall not be construed to prevent the enforcement of other statutes, codes, ordinances or regulations which prescribe standards other than are provided in this subchapter.

(B) In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance, regulation or other code of the town or state, the provision which establishes the higher standard for the promotion and protection of the health and safety, and property values of the people shall prevail.

(C) This subchapter shall not affect violations of any other ordinance, code or regulation existing prior to the effective date of this code, and any such violations may be governed and continue to be punishable under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

(Ord. passed 8-24-2009)

§ 96.165 PENALTIES AND ENFORCEMENT.

(A) *Penalties.*

(1) Each violation of this chapter shall be considered a separate offense.

(2) Each separate offense under this chapter shall be punishable by a fine as set forth in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code.

(B) *Enforcement.*

(1) The Mayor, his designee, or any police officer in the City of Waterbury, is authorized to issue a citation or summons, for a violation of this subchapter provided that:

(2) In addition thereto, the Mayor or his designee is authorized to initiate legal proceedings in the Superior Court to enforce any summons or citation issued pursuant to this chapter or to seek the immediate collection of any penalties, and the recovery of all costs including costs authorized by the court and reasonable attorneys' fees incurred by the City of Waterbury to enforce this subchapter.

(3) All fines, court costs, costs of remedial action, and attorney's fees as ordered by the court as may be collected shall be paid into the city's general fund.

(Ord. passed 8-24-2009; Ord. passed 8-19-2013)

§ 96.166 APPEALS.

Any person to whom a summons or citation under this subchapter is issued may, within 30 days after the issuance thereof, appeal said summons or citation to the Superior Court for the State of Connecticut.

(Ord. passed 8-24-2009)

§ 96.999 PENALTY.

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(1967 Code, § 1-8)

(B) Any person who violates or fails to comply with any of the provisions of §§ 96.075 through 96.092 of this chapter or hinders, impedes, delays, obstructs, any such inspection, or alters, changes, defaces, moves or destroys, the posted copy of the inspection, without written authority from the Director of Health, shall be fined as set forth for each such offense in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code.

(1967 Code, Appendix A, § 44)

(C) Any person violating or failing to comply with any of the provisions of §§ 96.120 through 96.128 of this chapter or with any order of the Board of Health made thereunder, shall be fined as set forth in the schedule of fees, charges, penalties and rewards attached to the annual budget of the city, pursuant to § 41.11 of this code; provided, however, that, if a penalty is prescribed by any general statute of the state for any of the offenses described in any of the foregoing sections, the statutory penalty shall be inflicted for the offenses instead of the penalty herein prescribed.

(1967 Code, Appendix A, § 68)

(Ord. passed 8-19-2013)

. . . .

CHAPTER 122: BARBERSHOPS, HAIRDRESSING AND COSMETOLOGY SHOPS

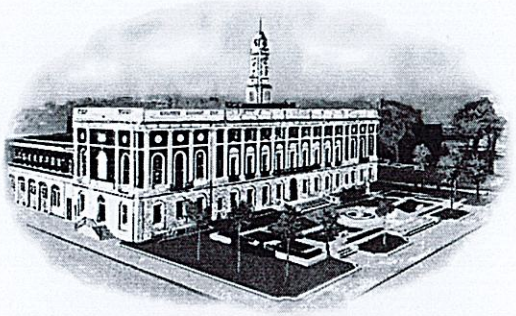
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§ 122.51 SMOKING PROHIBITED.

Establishments must adhere to Connecticut General Statues regarding smoking, and use of electronic nicotine delivery systems or vapor products as defined in section 19a-342a of the general statutes as that section may be amended from time to time, in public places.

. . . .

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 11, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Proposed School Bus Violation Enforcement Ordinances §80.01-§80.07

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on June 22, 2026:

> To set a public hearing for July 13, 2026, for the purpose of receiving public input regarding proposed new Ordinances, §80.01-§80.07, concerning School Bus Violation Enforcement, and for the Board of Aldermen to take action on the proposed ordinance at their meeting on said date.

In accordance with Section 14-279c (b)(1) of the general statutes, the proposed new Ordinances would authorize the use of a municipal school bus violation enforcement system to enforce Section 14-279(a) of the general statutes, which requires, in part, that the operator of any vehicle shall immediately bring such vehicle to a stop not less than ten feet from the front when approaching and not less than ten feet from the rear when overtaking or following any registered school bus on any highway or private road or in any parking area or on any school property when such bus is displaying flashing red signal lights and vehicles so stopped for a school bus shall not proceed until such school bus no longer displays flashing red signal lights.

I would respectfully remind the Board that notice of any such public hearing must be published ten (10) business days (*i.e.,* not counting weekends and holidays) prior to such hearing. Accordingly, any such hearing should be set for a date that would allow sufficient time for the publication of such notice. In addition, copies of the proposed Ordinance must be available to the public in the City Clerk's Office for those ten (10) business days.

A copy of the proposed Ordinance is attached hereto for your reference. Please feel free to call with any questions you may have.

Very truly yours,

Paul K. Pernerewski, Jr.

cc: Alderman Michael DiGiovancarlo
Angela R. Juliani, Corporation Counsel
Fernando Spagnolo, Chief of Police

Enc.

Title VII Traffic Code

CHAPTER 80

School Bus Violation Enforcement

§ 80.01 Declaration of purpose and authority.
§ 80.02 Definitions.
§ 80.03 Contracts for installation, operation, and/or maintenance of enforcement system.
§ 80.04 City obligations and reporting.
§ 80.05 Violations and penalties, including administrative and enforcement procedure.
§ 80.06 Prohibitions against use of images and violations of ordinance.
§ 80.07 Severability.

It is hereby found and declared that it is in the best interests of the City and its residents to promote the safe transportation of children traveling on school buses within the City and reduce the incidence of motor vehicles illegally passing stopped school buses by adopting this School Bus Violation Enforcement Ordinance authorizing the use of a municipal school bus violation enforcement system.

This Ordinance is enacted pursuant to Section 14-279c (b)(1) of the general statutes, which provides that municipalities may authorize the use of a municipal school bus violation enforcement system to enforce Section 14-279(a) of the general statutes, which requires, in part, that the operator of any vehicle shall immediately bring such vehicle to a stop not less than ten feet from the front when approaching and not less than ten feet from the rear when overtaking or following any registered school bus on any highway or private road or in any parking area or on any school property when such bus is displaying flashing red signal lights and vehicles so stopped for a school bus shall not proceed until such school bus no longer displays flashing red signal lights.

§ 80.02 Definitions.

When used in this Ordinance, the terms below shall have the following meanings:

DRIVER, MOTOR VEHICLE, NUMBER PLATE, AND OWNER: Shall have the same meanings

as provided in Section 14-1 of the general statutes.

MUNICIPAL SCHOOL BUS VIOLATION ENFORCEMENT SYSTEM: A system with one or more camera sensors and computers that produce: (1) Digital and recorded video images of motor vehicles being operated in violation of this Article, (2) a visual image that is viewable remotely and a recorded image of the number plate of any motor vehicle violating this Article, and (3) a recorded image that indicates the date, time, and location of the violation (hereinafter "Enforcement System").

SCHOOL BUS: Shall have the same meaning as provided in Section 14-275 of the general statutes.

§ 80.03 Contracts for installation, operation, and/or maintenance of enforcement system.

Pursuant to Section 14-279c(n) of the general statutes, the City may enter into an agreement with a private vendor(s) for the installation, operation, or maintenance of an Enforcement System, or any combination thereof. The Mayor is authorized to execute such agreements on behalf of the City.

Any such agreement that requires a private vendor to operate the Enforcement System shall require such vendor to report to the City and the Board of Education, not later than August first following the vendor's first operation of such System pursuant to such agreement, and not later than August first in each year thereafter in which the operation of such System continues pursuant to such agreement: (1) The total number of citations issued in the prior fiscal year for violations of this Article that were detected and recorded by the Enforcement System, and (2) the total amount of funds collected for such violations in the prior fiscal year.

§ 80.04 City obligations and reporting.

A. The City shall take all steps necessary to implement and effectuate this Ordinance, including the appointment of hearing officers pursuant to C.G.S. § 7-152c or designation of authorized municipal employees per § 80.05 C (2) of this ordinance.

B. Not later than October first following adoption of this Ordinance, and not later than October first in each year thereafter in which this Ordinance is in effect, the City shall submit a report to the Connecticut Department of Transportation, which shall include, but need not be limited to: (a) A copy of this Ordinance; (b) the total number of citations issued for a violation of such Ordinance in the prior fiscal year; (c) the total amount of funds collected for such violations in the prior fiscal year, and (d) how the City spent such funds in the prior fiscal year.

C. Warning signs shall be posted on all school buses in which the Enforcement System is installed and operated indicating the use of such System pursuant to Section 14-

279c(c)(2) of the general statutes.

D. A digital still or video image produced by the Enforcement System to enforce this Article shall be destroyed the later of: (a) Ninety (90) days after the date of the creation of such digital still or video image, or (b) upon payment or final disposition of all matters related to a citation issued for a violation of this Article, to which such digital still or video image pertains.

E. The Enforcement System shall, to the extent practicable, record images of the number plate of a motor vehicle only, and shall not record images of the occupants of such motor vehicle or of any other persons or vehicles in the vicinity at the time the images are recorded.

§ 80.05 Violations and penalties, including administrative and enforcement procedure.

A. Violations.

The owner of a motor vehicle commits a violation of this Ordinance if the person operating such motor vehicle violates the provisions of Section 14-279 (a) of the general statutes, unless an affidavit is filed pursuant to subsection B(5) of this section identifying the operator of the vehicle at the time the violation occurred.

B. Procedure following alleged violation - review of evidence file, issuance of citation, evidentiary matters for citation hearing, liability, defenses, etc.

(1) Upon receipt of an evidence file from the Enforcement System that captures an alleged violation of this Ordinance, a police officer or authorized municipal employee shall review such file. If such officer or employee has reasonable grounds to believe that such a violation occurred and such file captures the number plate, color, and type of vehicle allegedly violating this Ordinance and the date, approximate time, and location of such violation, such officer or employee shall issue a written warning or citation to the owner of such vehicle. Such officer or employee shall electronically certify a citation, and such citation shall only be issued if mailed within the time period described in subdivision (3) of this subsection.

(2) A citation issued pursuant to subdivision (1) of this subsection shall include the following:

(a) the name and address of the owner of the motor vehicle;

(b) the number plate of the motor vehicle;

(c) the ordinance allegedly violated;

(d) the date, location, and time of the alleged violation;

(e) a copy of or information on how to view, through electronic means, the recorded images described in subdivision (1);

(f) a statement or electronically generated affirmation by the police

officer or authorized employee who reviewed the recorded images and determined that the motor vehicle violated this Ordinance;

(g) the fine imposed pursuant to this Ordinance and how to pay such fine;

(h) notice of the right to contest the citation and instructions for how to request a citation hearing; and

(i) information advising the owner of the motor vehicle of the procedure for disclaiming liability by submitting an affidavit as described in subsection B (5) of this section to the City or its designated agent.

(3) In the case of an alleged violation involving a motor vehicle registered in the State of Connecticut, the City, or its designated agent, shall send a copy of a citation to the owner of the motor vehicle observed in the alleged violation not later thirty (30) days after the date of the alleged violation. In the case of an alleged violation involving a motor vehicle registered in another jurisdiction, the City, or its designated agent, shall send a copy of a citation to the address of the owner that is in the records of the official in the other jurisdiction issuing such registration not later than sixty (60) days after the alleged violation. A citation shall be sent by first-class mail.

(4) The owner of a motor vehicle shall be liable for any fine imposed pursuant to this Ordinance, unless (a) the vehicle identified by the Enforcement System is a leased or rented motor vehicle, in which case the lessee of such vehicle shall be liable for any such fine, or (b) an affidavit is filed pursuant to subsection (5) of this subsection, in which case the operator shall be liable for any such fine.

(5) Not later than thirty (30) days after the mailing of a citation pursuant to subdivision (2) of subsection B of this section, the owner of a motor vehicle may submit a notarized affidavit, executed by such owner and the operator of such vehicle at the time of the alleged violation, stating that such operator is the party who may be responsible for the alleged violation and providing the name and address of such operator. If the City or its designated agent receives such an affidavit, the City shall mail a citation to such operator not later than thirty (30) days after receipt of the affidavit.

(6) All defenses shall be available to any person who is alleged to have committed a violation of subsection A of Section 80.05 of this Ordinance, including, but not limited to, that:

(a) The operator was driving an emergency vehicle in accordance with the provisions of Section s14- 283 (b)(1) of the general statutes;

(b) the violation was necessary to allow the passage of an emergency vehicle;

(c) the violation was necessary in order for the operator to comply

with an order or direction from a law enforcement officer, which is observable on the recorded images;

(d) the violation was necessary to avoid injuring the person or property of another;

(e) the violation took place during a period of time in which the motor vehicle had been reported as being stolen to a law enforcement unit, as defined in Section 7-294a of the general statutes, and had not been recovered prior to the time of the violation; or

(f) the operator received a citation for a violation of Section 14-279 of the general statutes for the same incident.

C. Appeal of citation/requests for citation hearing, hearing officers, citation hearing proceedings, post-hearing process, and right to appeal to superior court.

(1) In accordance with Section 7-152c of the general statutes, any owner issued a citation for violating the provisions of this Ordinance may, within ten (10) days of the mailing date of the citation, deliver or mail an appeal in writing requesting a hearing to a citation hearing officer.

(2) The Mayor shall appoint one (1) or more citation hearing officers, each of whom shall serve without pay, to conduct citation hearings in accordance with this subsection. Said citation hearing officers shall not be police officers or work for the City of Waterbury Police Department. No person shall be appointed to the position of citation hearing officer unless such person is:

(a) At least eighteen (18) years of age and

(b) In the opinion of the Mayor, is a person capable of fairly administering the applicable provisions of law based on such person's background and experience, including but not limited to the person's education, special skills and training.

Any appointed hearing officer whose personal interests do or may give the appearance of conflict with the hearing officer's official responsibilities herein enumerated shall recuse themself from presiding over any such hearing, and in such case the Mayor shall appoint a substitute hearing officer for the hearing. Any hearing officer may be removed at any time by the Mayor for any reason the Mayor deems sufficient.

(3) Any person who timely requests a hearing pursuant to subdivision (1) of this subsection shall be given written notice of the date, time, and place for the hearing. The hearing shall be held not less than fifteen (15) days nor more than thirty (30) days from the date of the mailing of said notice, provided that the hearing officer shall grant upon good cause shown any reasonable request by any interested party for postponement or continuance.

(4) A person wishing to contest the person's liability shall appear at the hearing and may present evidence. A designated City official, other than the hearing officer, may present evidence on behalf of the City. If the person fails to appear, the hearing officer may enter an assessment by default against the person upon a finding of proper notice and liability under this Ordinance. The hearing officer may accept from the person copies of police

reports, investigatory, and citation reports, and other official documents by mail and may determine thereby that the appearance of such person is unnecessary.

(5) A manual or automated record prepared by the police officer, authorized employee or vendor in the ordinary course of business shall be prima facie evidence of such mailing and shall be admissible in any citation hearing as to the facts contained in the citation.

(6) A certificate or facsimile of a certificate of the review of the evidence produced by the Enforcement System, sworn to by the police officer or authorized municipal employee who conducted such review, shall be prima facie evidence of the facts contained in such certificate.

(7) A digital still or video image produced by the Enforcement System shall be sufficient evidence of a violation of this Ordinance and shall be admitted at a citation hearing proceeding without further authentication.

(8) A citation issued under this section may not be dismissed in a citation hearing solely because a recorded video or digital still image reveals images of such occupants or other persons or vehicles, as long as the operator of the Enforcement System has made reasonable efforts to comply with the provisions of Section 14-279(c)(1) of the general statutes.

(9) The hearing officer shall conduct the hearing in the order and form and with such methods of proof as the hearing officer deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce the decision at the end of the hearing. If the hearing officer determines that the person is not liable, the hearing officer shall dismiss the matter and enter that determination in writing accordingly. If the hearing officer determines that the person is liable for the violation, the hearing officer shall forthwith enter and assess the fines, penalties, costs, or fees against the person as provided by this Ordinance.

(10) The burden of proof shall be preponderance of the evidence.

(11) If any assessment entered by the hearing officer is not paid on the date of its entry, the hearing officer shall send by first-class mail a notice of the assessment to the person found liable and shall file, not less than thirty (30) days or more than twelve (12) months after such mailing, a certified copy of the notice of assessment with the clerk of a Superior Court facility designated by the Chief Court Administrator together with an entry fee of eight dollars. The certified copy of the notice of assessment shall constitute a record of assessment. Within such twelve-month period, assessments against the same person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of such record of assessment and court costs of eight dollars, against such person in favor of the City. Notwithstanding any provision of the General Statutes, the hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may issue without further notice to such person.

(12) A person against whom an assessment has been entered pursuant to this section is entitled to judicial review by way of appeal. An appeal shall be instituted within

thirty (30) days of the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case pursuant to Section 52-259 of the general statutes, at the Superior Court facility designated by the Chief Court Administrator, which shall entitle such person to a hearing in accordance with the rules of the Superior Court.

D. Fine for violation.

The City shall impose a fine of two hundred fifty dollars ($250.00) against the owner of a motor vehicle who commits a violation of this Ordinance.

The City shall collect such fines, with proceeds credited to the City.

Funds received by the City from such fines shall be used for the purposes of improving public safety in the City, including but not limited to compensating any private vendor that installs, operates, and/or maintains the City's Enforcement System.

§ 80.06 Prohibitions against use of images and violations of ordinance.

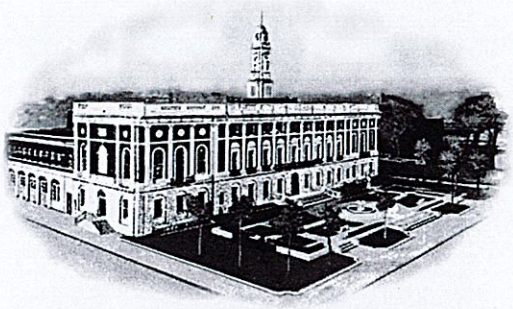
A. No recorded image produced by the Enforcement System may be introduced as evidence in any other civil or criminal proceedings.

B. Violations of this Ordinance shall not be made part of the driving control record, as described in Section 14-111L of the general statutes of such owner and may not be used for any purpose in the provision of a motor vehicle insurance policy.

§ 80.07 Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 11, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Amendment to Ordinance §39.047 Prohibition Against Contingent Fees; Exceptions

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on June 22, 2026:

> To set a public hearing for July 13, 2026, for the purpose of receiving public input regarding proposed amendments to Section 39.047 of the Waterbury Code of Ordinances relating to Prohibition Against Contingent Fees, and for the Board of Aldermen to take action on the amendments at their meeting on said date.

The proposed amendments would expand the exceptions on contingent fees to allow the city to pay contingency fees to real estate brokers pursuant to contracts with such brokers for services they customarily provide in connection with the sale of real property.

I would respectfully remind the Board that notice of any such public hearing must be published ten (10) business days (*i.e.,* not counting weekends and holidays) prior to such hearing. Accordingly, any such hearing should be set for a date that would allow sufficient time for the publication of such notice. In addition, copies of the proposed Ordinance must be available to the public in the City Clerk's Office for those ten (10) business days.

A redline copy, as well as a clean copy, of the proposed amended Ordinance is attached hereto for your reference. Please feel free to contact me with any questions you may have.

Very truly yours,

Paul K. Pernerewski, Jr.

cc: Alderman Michael DiGiovancarlo
Angela R. Juliani, Corporation Counsel

Enc.

PROPOSED AMENDED ORDINANCE

§ 39.047 PROHIBITION AGAINST CONTINGENT FEES; EXCEPTIONS ~~FOR RETENTION OF COUNSEL IN ACCORDANCE WITH THE RULES OF PROFESSIONAL RESPONSIBILITY OF THE STATE BAR ASSOCIATION~~.

(A) *Contingent fees.* It shall be a violation of this chapter 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. This provision 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. Notwithstanding the foregoing, the corporation counsel may retain counsel for purposes of representing the interests of the city on the basis of contingency fees in accordance with the Rules of Professional Responsibility of the Connecticut Bar Association~~. Association~~ and the city may retain state marshals or constables acting pursuant to the general statutes. In addition, notwithstanding the foregoing, the city may pay contingency fees to real estate brokers pursuant to contracts with such brokers for services customarily provided by such brokers in connection with the sale of real property.

(B) *Representation of contractor.* Every person, before being awarded a city contract, shall represent, in writing, that the person has not retained anyone in violation of division (A) above. Failure to do so constitutes a violation of this chapter.

(C) *Contract clause.* The representation prescribed in division (B) above shall be conspicuously set forth in every contract and solicitation therefor.

(Ord. passed 8-11-2003)

PROPOSED AMENDED ORDINANCE

§ 39.047 PROHIBITION AGAINST CONTINGENT FEES; EXCEPTIONS.

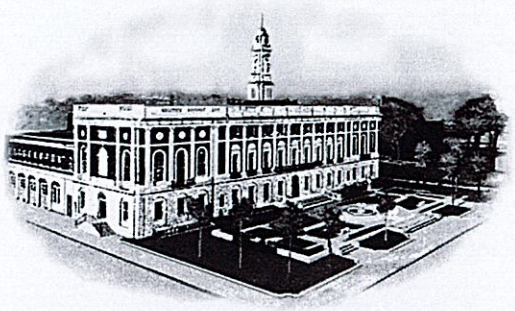
(A) *Contingent fees.* It shall be a violation of this chapter for a person to be retained, or to retain a person, to solicit or secure a contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. This provision shall not apply to full-time employees who, as a condition of their employment may be entitled to bonuses or other fees in accordance with their employment relationship. Notwithstanding the foregoing, the corporation counsel may retain counsel for purposes of representing the interests of the city on the basis of contingency fees in accordance with the Rules of Professional Responsibility of the Connecticut Bar Association and the city may retain state marshals or constables acting pursuant to the general statutes. In addition, notwithstanding the foregoing, the city may pay contingency fees to real estate brokers pursuant to contracts with such brokers for services customarily provided by such brokers in connection with the sale of real property.

(B) *Representation of contractor.* Every person, before being awarded a city contract, shall represent, in writing, that the person has not retained anyone in violation of division (A) above. Failure to do so constitutes a violation of this chapter.

(C) *Contract clause.* The representation prescribed in division (B) above shall be conspicuously set forth in every contract and solicitation therefor.

(Ord. passed 8-11-2003)

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 11, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Amendment to Ordinance §37.099 Credit Allowances

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on June 22, 2026:

> To set a public hearing for July 13, 2026, for the purpose of receiving public input regarding proposed amendment to Section 37.099 Waterbury Code of Ordinances to relating to Credit Allowances on certain civil service examinations, and for the Board of Aldermen to take action on the amendments at their meeting on said date.

The proposed amendment would align the ordinance provision concerning credit allowances on civil service examinations with § 6B-4(c)(4) of the Charter as amended effective January 1, 2025. While the prior Charter language provided preference points on "all examinations," those preference points are now applicable only to "all open competitive examinations."

I would respectfully remind the Board that notice of any such public hearing must be published ten (10) business days (*i.e.,* not counting weekends and holidays) prior to such hearing. Accordingly, any such hearing should be set for a date that would allow sufficient time for the publication of such notice. In addition, copies of the proposed Ordinance must be available to the public in the City Clerk's Office for those ten (10) business days.

A redline copy, as well as a clean copy, of the proposed amended Ordinance is attached hereto for your reference. Please feel free to contact me with any questions you may have.

Very truly yours,

Paul K. Pernerewski, Jr.

cc: Alderman Michael DiGiovancarlo
Angela R. Juliani, Corporation Counsel
Tara Shaw, Director of Human Resources

Enc.

PROPOSED AMENDED ORDINANCE

§ 37.099 CREDIT ALLOWANCES.

As set forth in § 6B-4(c)(4) of the Charter of the city, there shall be the following credit allowances on all civil service open competitive examinations ~~and appointments~~.

(A) *American veterans and disabled American veterans.* As set forth by the Charter of the city, a preference of five points for American veterans and ten points for disabled American veterans shall be provided on all open competitive examinations in the classified service. The qualifications and the maximum allowable allowance are set forth in the general statutes.

(B) *City residents.* ~~The~~ City residents shall receive the minimum credit allowance of five points as set forth in the Charter of the city for all open competitive examinations in the classified service, except that ~~.~~ City residents shall receive a ~~ten~~ ten-point credit allowance on civil service open competitive examinations for the entry level positions ~~, which shall include entry level~~ of Firefighter and Maintainer 1.

(C) ~~Entry level positions,~~ Open competitive examinations ~~applicable~~ subject to said credit allowances shall be designated and posted by the Department of Human Resources ~~Director~~. ~~Thereafter, the proposed designation as posted by the Director of Human Resources shall be submitted to the Civil Service Commission for approval of the characterization as "entry level" with consideration given to the applicable job description and other relevant factors and shall include entry level Firefighter and Maintainer 1.~~

(Ord. passed 2-8-2011; Ord. passed 2-22-2016; Ord. passed 8-21-2017; Ord. 3-9-2020)

PROPOSED AMENDED ORDINANCE

§ 37.099 CREDIT ALLOWANCES.

As set forth in § 6B-4(c)(4) of the Charter of the city, there shall be the following credit allowances on all civil service open competitive examinations.

(A) *American veterans and disabled American veterans.* As set forth by the Charter of the city, a preference of five points for American veterans and ten points for disabled American veterans shall be provided on all open competitive examinations in the classified service. The qualifications and the maximum allowable allowance are set forth in the general statutes.

(B) *City residents.* City residents shall receive the minimum credit allowance of five points as set forth in the Charter of the city for all open competitive examinations in the classified service, except that City residents shall receive a ten-point credit allowance on civil service open competitive examinations for the entry level positions of Firefighter and Maintainer 1.

(C) Open competitive examinations subject to said credit allowances shall be designated and posted by the Department of Human Resources.

(Ord. passed 2-8-2011; Ord. passed 2-22-2016; Ord. passed 8-21-2017; Ord. 3-9-2020)

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, Department of Engineering

Date: June 10, 2026

Re: **Board of Aldermen Approval Request / Executive Summary - CDOT Project Authorization Letter for Lakewood Road Sidewalk Construction Project (C184) State Project No. L151-001**

The Engineering Department respectfully requests your approval of the above-referenced Project Authorization letter with the State of Connecticut providing the City with a grant totaling $3,098,400.00 for the reconstruction of sidewalks on the north side of Lakewood Road between North Main Street and Wolcott Road.

In November 2017, the City (via the NVCOG) applied for a Local Transportation Capital Improvement Program (LOTCIP) Grant to fund the reconstruction of sidewalks on Lakewood Road. The Connecticut Department of Transportation (CDOT) reviewed and subsequently approved the LOTCIP application, issuing a Commitment to Fund letter on September 21, 2018. Upon receipt of this funding approval the Engineering Department submitted a request to the Board of Aldermen to authorize the Mayor to sign the Commitment to Fund letter. The Board unanimously approved this authorization at its meeting of October 9, 2018 and the Mayor executed the document on November 13, 2018. (Copies attached)

While the Commitment to Fund letter did not require the City to commit any funds beyond paying for the project's design it did subject the City to several general conditions and several project specific conditions. The City has complied with all but one of those requirements, that being execution of a Project Agreement Letter. The attached Project Agreement Letter (PAL), dated May 13, 2026, authorizes state funding by CTDOT for the eligible Project Construction Costs in the amount of $2,582,000.00, Contingencies in the amount of $258,200 and Incidentals in the amount of $258,200 for a Maximum Grant Payment to the City in the amount of $3,098,400.00. The funds provided by the

State will cover all construction related costs. There is no Construction Cost sharing by the City and receipt of the State funding will follow shortly after the award of the bid. This PAL is being issued in accordance with the February 12, 2024 State of Connecticut Department of Transportation Master Municipal Agreement for Construction Projects (Master Agreement).

Accordingly, attached for your review and consideration are copies of the proposed PAL.

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: C184

Docusign Envelope ID: F673AFEC-B3AD-4519-9F52-620CFC2B7C6E

CONNECTICUT

CTDOT CONNECTICUT TRANSPORTATION

May 13, 2026

The Honorable Paul K. Pernerewski, Jr.
Mayor
City of Waterbury
235 Grand Street, 2nd Floor
Waterbury, Connecticut 06702
ppernerewski@waterburyct.org

Dear Mayor Pernerewski:

Subject: **Project Authorization Letter**
Lakewood Road Sidewalk Reconstruction
State Project No. L151-0001
Unique Entity Identifier ID: VF8HWQF5HSN3
Master Municipal Agreement No. 10.18-01(23)
CORE ID: 24DOT0120AA
City of Waterbury

On February 12, 2024, the State of Connecticut Department of Transportation (CTDOT) and the City of Waterbury (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The Construction Project is to provide for the reconstruction of sidewalks on Lakewood Road, from North Main Street to Route 69 (Wolcott Street), for an approximate distance of 6,700 feet including, but not limited to minor pavement restoration, resetting existing drainage structures, installing new drainage structures, construct new monolithic concrete curbing, reset existing granite stone curbing, install new granite stone curbing, remove existing and install new guiderail, constructing new concrete sidewalks, ramps, detectable warning strips, replacement of existing concrete and bituminous concrete driveways, replacement of existing signal equipment, new traffic signs, and new pavement markings.

Funding for the Construction Project is provided under the Local Transportation Capital Improvement Program (LOTCIP). This project has a one hundred percent (100%) State participation ratio up to the established participation cap and payment for municipal costs will be on a grant basis, subsequent to receipt of bids by the Municipality. The maximum grant payment to the Municipality under this PAL is $3,098,400, based on the final estimate for the Construction Project provided by the Municipality. The actual grant payment to the Municipality will be based on the accepted low bid. In addition, any payment for actual expenditures will be in accordance with the terms of the Master Agreement.

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

Docusign Envelope ID: F673AFEC-B3AD-4519-9F52-620CFC2B7C6E

Municipal costs contained in this PAL shall not be exceeded without obtaining prior written permission from the CTDOT. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit of Zero Dollars ($0) is due to the CTDOT.

The Municipality is responsible for the proper maintenance and operation of all Municipality-owned Transportation Facilities constructed as part of the Construction Project, upon completion of the Construction Project, to the satisfaction of the CTDOT. Upon completion, the Municipality also agrees to assume maintenance responsibility of specific improvements constructed as part of the Construction Project on CTDOT-owned Transportation Facilities including, but not limited to sidewalks and sidewalk ramps (including snow and ice removal) as well as concrete curbing.

The issuance of the PAL itself is not an authorization for the Municipality to advertise the Construction Project for bids or begin performing work with respect to the Construction Project. **The Municipality may advertise the Construction Project for bids only after the CTDOT has received the concurred PAL from the Municipality and the CTDOT has authorized the Municipality to advertise the Construction Project for bids.** The Municipality may advance or begin work on the Construction Project only after it has received an Authorization to Award notice from the CTDOT.

Please indicate your concurrence with the PAL by signing below on or before June 3, 2026 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the CTDOT Project Manager in hard copy, by facsimile, or electronic transmission (preferred). The Master Agreement and the PAL will be incorporated into one another in their entirety, and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the CTDOT Project Manager, Mr. Vitalij V. Staroverov, P.E., at (860) 594-2582 or Vitalij.Staroverov@ct.gov.

Very truly yours,

Signed by:
Mark F. Carlino
4A13778C34334C9...

Mark F. Carlino, P.E.
Engineering Administrator
Bureau of Engineering and Construction

Enclosure

MUNICIPALITY'S ACKNOWLEDGEMENT OF THE PAL:

Concurred by: _____ Date: _____

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

Docusign Envelope ID: F673AFEC-B3AD-4519-9F52-620CFC2B7C6E

PAL ATTACHMENT
STATE PROJECT NO. L151-0001
ESTIMATED CONSTRUCTION COSTS

PARTICIPATING

(100% State – Local Transportation Capital Improvement Program)

A.	Contract Items	$ 2,582,000.00
B.	Contingencies (10% of A)	$ 258,200.00
C.	Incidentals to Construction (10% of A)	$ 258,200.00
D.	Total Participating Construction Cost (A+B+C)	$ 3,098,400.00
E.	Maximum Grant Payment to Municipality [100% of (D)]	$ 3,098,400.00
F.	Demand Deposit Required from the Municipality	$ 0.00

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

September 21, 2018

The Honorable Neil M. O'Leary
Mayor
City of Waterbury
City Hall Building
235 Grand Street
Waterbury, Connecticut 06702

Dear Mayor O'Leary:

Subject: Local Transportation Capital Improvement Program (LOTCIP)
Commitment to Fund
Sidewalk Installation
Project No. L151-0001
Lakewood Road
City of Waterbury

The Department of Transportation (Department) has received the LOTCIP application prepared by the City of Waterbury (Municipality) and submitted through the Naugatuck Valley Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTCIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

Rights of Way:	$ 20,000
Eligible Utilities:	$ 15,000
Contract items:	$ 1,606,000
Contingencies:	$ 160,600
Incidentals to Construction:	$ 160,600
Total Funding Commitment:	$ 1,962,200

This Commitment to Fund is subject to general conditions including, but not limited to, the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines* dated March 2016, as may be revised. The guidelines are available on the Department's LOTCIP web page at www.ct.gov/dot/lotcip.

2. The project costs identified in this Commitment to Fund letter are based on estimates provided by the Municipality and endorsed by the COG. These costs are to be considered capped until adjustment based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.

3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.

4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.

5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality will be responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. **It is critical that the Municipality or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) - Inland Water Resources Division early in the design process** to discuss permitting requirements, and to identify specific environmental concerns and design considerations. Failure to establish early coordination with DEEP may result in significant time delays in the permitting process due to the need for design changes and/or denial of permit applications.

2. This project is anticipated to require utility relocations. Coordination with utility companies who have facilities in the project area, as well as with any utilities that currently do not have facilities present but may have plans to expand service to the area, should begin early in the design process.

3. This project is anticipated to require right of way acquisitions. In the application materials, the Municipality indicated its intent that the right of way acquisition activities for the project be performed by the Municipality. All right of way acquisitions are to be performed in accordance with the LOTCIP guidelines. All matters relative to right of way for this project are to be coordinated through the following Department contact:

   Mr. Steven L. Degen
   Supervising Property Agent
   (860) 594-2579
   Steven.Degen@ct.gov

4. This project may require that work be performed within the State-owned right of way in the vicinity of Wolcott Street (Route 69). As such, an encroachment permit may be required. **It is imperative that the design of the improvements proposed under this project be coordinated with the Department during the design phase to ensure conformance with applicable requirements relative to proposed work within State-owned right of way or otherwise affecting State-owned facilities. Establishing early coordination relative to the encroachment permit process is recommended.** All matters relative to the encroachment permit process for this project are to be coordinated through the following Department contact:

Mr. John S. DeCastro
Transportation Maintenance Manager
(860) 594-2614
John.DeCastro@ct.gov

Please be informed that, in accordance with the LOTCIP guidelines, the Department will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately sixty (60) days. The results will be forwarded to the Municipality and the COG when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

If you have any questions, please contact the Project Manager, Mr. William Grant, at (860) 594-3229 or by e-mail at William.E.Grant@ct.gov .

Very truly yours,

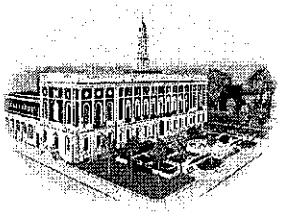
Gregory M. Dorosh, P.E. 2018.09.21 12:33:02-04'00'

Gregory M. Dorosh, P.E.
Manager of Highway Design
Bureau of Engineering and Construction

cc: Mr. Paul Bellagamba, P.E., City Engineer, City of Waterbury
Mr. Richard Dunne, Executive Director, Naugatuck Valley Council of Governments

Accepted by: _____ *Date:* 10/3/18

The Honorable Neil M. O'Leary
Mayor



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

June 10, 2026

The Honorable Board of Aldermen
C/o City Clerk's Office
235 Grand St
Waterbury, CT 06702

Dear Honorable Board,

I hereby request that the following vouchers be approved by your Board. The vouchers represent tax refunds by the taxpayers for the tax bills as follows:

** SEE ATTACHED**

LIST YR	AC #	BILL #	NAME AND ADDRESS	AMOUNT	REASON
2024supp	29875	various	Penske Leasing and Rental Co RT 10 Green Hills	$5,901.61	MV Adjustment
			Total	$5,901.61	

Respectfully submitted,

Cassie M. Gorman, CCMC
Tax Collector

CMG/wf