BOARD OF ALDERMEN
MONDAY, SEPTEMBER 21, 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/WjVrV1gCr78

PUBLIC HEARING: @ 6:00 P.M.

For the purpose of receiving public input regarding the proposed 2026 **$25,000,000** Capital Appropriation & Bond Authorization for Water Enterprise System Renewal & Replacement Capital Projects, as submitted by ***Michael LeBlanc, Director of Finance & Ramon Esponda, Superintendent of Water.***

►CALL TO ORDER:

►PLEDGE OF ALLEGIANCE:

►PRAYER:

►ROLL CALL:

►OFFICIALLY SCHEDULED PRESENTATION:

►PUBLIC SPEAKING:

►EXECUTIVE SESSION:

►APPROVAL OF MINUTES:

►MAYOR'S REPORT:

RECESS INTO COMMITTEES:

►NEW BUSINESS:

1. **TARA L. SHAW**
   Director of Human Resources

RE: Requesting approval of Management Pay Plan – Proposed Modifications to Salary Ranges.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

2. **LISA LEBREIRO**
   Program Manager
   Waterbury Lead & Healthy Homes

RE: Requesting approval of Lead and Healthy Homes Professional Services Contract for Waterbury Lead & Healthy Homes between the City of Waterbury and **EAST WATER LLC,** 28 Hill Street, in the amount of **$108,375.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

3. ADAM S. RINKO
Director of Emergency Management
Executive Officer WFD

RE: Requesting approval for Emergency Management Performance Grant (Federal Fiscal Year 2025) Zero Match-Reimbursement.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

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

RE: Submittal of Financial Status Report Final Fiscal Year-End 2026.

RECEIVE AND PLACE ON FILE.

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

RE: Submittal of General Fund Balance Report for FY26-**$35.1** Million Year-End Balance.

RECEIVE AND PLACE ON FILE.

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

RE: Requesting approval of **$3,050,000** FY26 General Fund Surplus Transfer for Capital Improvements and Special Projects.

REFERRED TO THE FINANCE COMMITTEE.

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

RE: Requesting approval of **$700,000** FY26 Water Pollution Control Enterprise Fund Operating Surplus Transfer to Unallocated Capital.

REFERRED TO THE FINANCE COMMITTEE.

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

RE: Requesting approval of **$150,000** FY26 Utility Administration Division Operating Surplus Transfer to Water and Water Pollution Control Unallocated Capital Accounts.

REFERRED TO THE FINANCE COMMITTEE.

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

RE: Requesting approval of **$750,000** FY26 Water Enterprise Fund Operating Surplus Transfer for Emergency Repairs.

REFERRED TO THE FINANCE COMMITTEE.

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

RE: Requesting approval of **$44,458.54** FY27 Capital Improvement Fund Transfer for Kennedy High School Pool Repairs.

REFERRED TO THE FINANCE COMMITTEE.

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

RE: Requesting approval of Construction Contract (RFP #8873) with Tone Klear Communications LLC-**$74,455.50** for Public Address Systems at Bunker Hill and Tinker Elementary Schools.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

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

RE: Requesting approval of Amendment Three (**3**) 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.

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

RE: Requesting approval of Amendment One (**1**) to Construction Contract with Infrastructure Repair Service, LLC (RFP #8599) for John F. Kennedy High School Swimming Pool Slab Repair.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

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

RE: Requesting approval of Memorandum of Understanding with In A Heartbeat, Inc. at No Cost for a Cardiac Safety and Awareness Initiative.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

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

RE: Requesting approval of Construction Contract (ITB #8799) with Millennium Builders, Inc. – **$2,092,700.00** for Elevator Installation Projects at Driggs and Wilson Elementary Schools.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

16. RAMON ESPONDA
Superintendent of Waterbury

RE: Requesting approval of Amendment Three (**3**) to Construction Contract with J.A. Rosa Construction, LLC (ITB #7977) for Waterbury Water System Pump Station Upgrades – Contract Time Extension.

REFERRED TO THE FINANCE COMMITTEE.

17. ROY E. CAVANAUGH P.E.
City Engineer

RE: Requesting approval of Amendment One (1) to Construction Engineering and Inspection Services Agreement for Waterbury Downtown Traffic Signal Upgrade (State Project No. 151-325) between the City of Waterbury and VN Engineering, Inc.

REFERRED TO THE FINANCE COMMITTEE.

►STANDING COMMITTEE:

CASSIE M. GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$19,972.42**.

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:

. <u>Arts, Culture and Tourism Commission</u>
(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:

<u>Transparency of Boards and Commissions</u>
(Received on December 15, 2025 and referred to Corporation Counsel and postponed until March 9, 2026, Public was set 9/8/26 for 10/05/2026 for 6 pm.)

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:

<u>Gentrification Mitigation Zone Ordinance</u>
(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:

<u>Youth Alderman Positions</u>
(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. KENNETH J. CURRAN
Board of Aldermen

RE: Submittal of a Loneliness and Social Isolation Commission Resolution.

District 1

JOHN DREWRY
Board of Aldermen
District 3
Co-Sponsor

(Received on March 9, 2026 and referred to Intergovernmental).

9. 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).

10. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN
Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN
ADRIAN SANCHEZ
Alderman/Alderwoman/Co-Sponsors

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).

11. RAFAEL FELICIANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN

RE: Requesting a legislative inquiry concerning financial reporting and documentation for certain Capital Projects and Special Program accounts.
(Received on May 11, 2026 and referred to the Intergovernmental Committee and was Tabled until October 05, 2026.)

12. ANGELA R. JULIANI
Corporation Counsel

RE: Requesting approval of a Proposed Ordinance Creating a Loneliness and Social Isolation Commission.
(Received June 22, 2026; referred to the Intergovernmental Committee; Public Hearing set for August 17, 2026.)

13. MICHAEL LEBLANC
Director of Finance

RAMON ESPONDA
Superintendent of Water

RE: Requesting approval of 2026 **$25,000,000** Capital Appropriation & Bond Authorization for Water Enterprise System Renewal & Replacement Capital Projects.

(Received on September 08, 2026 and referred to Finance Committee.)

14. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a **$5,000,000** Appropriation and Bond Authorization for a Matching Grant to the Waterbury Land Bank Authority, Inc.

(Received on August 17, 2026 and referred to the Finance Committee, PH held on September 8, 2026.)

15. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of an Agreement to Convey City owned surplus properties to the Waterbury Land Bank Authority pursuit to the Memorandum of Understanding between the City and Land Bank. The properties to be conveyed are nineteen (19) vacant lots. The property listing is as follows:

- 41 William Street (MBL: 0296-0090-0050)
- 282 Grove Street (MBL: 0253-0064-0142)
- 10 Ward Street (MBL: 0237-0183-0094)
- 322 Orange Street (MBL: 0237-0181-00 46)
- 190 Walnut Street (MBL: 0276-0601-0 149)
- 264 Orange Street (MBL: 0237-0183-0097)
- 270 Orange Street (MB L: 0237-0183-0096)
- 255 Lincoln Street (MBL: 0 l78-0536-0045)
- 1 Willow Court (MBL: 0215-0691-0I 19)
- 572 Baldwin Street (MB L: 0369 -029 8-0491)
- 49 William Street (MBL: 0276-0090-0202)
- 25 Poplar Place (MBL: 0390-0686-0009)
- 115 Bishop Street (MBL: 0236-0173-0046)
- Bishop Street, Lot 461 (MBL: 0236-0173-0461)
- Catherine Avenue, Lot 179 (MBL: 0276-0599-0179)
- 38 Crown Street (MBL: 0217-0717-0124)
- 36 Crown Street (MBL: 0217-0717-0123)
- Pearl Lake Road, Lot 16 (MBL: 0485-0498-0016)
- 28 Bronson Street (MBL: 0236-0173- 00 40)

(Received on September 08, 2026 and referred to the Intergovernmental Committee, and Tabled until September 21, 2026.)

16. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Recommendation of filers (s): The filers of this motion recommend that the proposed legislative inquiry be approved and sent to the Law Department for a written opinion/clarification on the following Ordinance:

§ 39.050 Municipal Employment of Elected Officials.
(Received on September 08, 2026, and referred to the Intergovernmental Committee and Corporation Counsel).

17. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

MICHAEL DIGIOVANCARLO
Boa President

RE: Recommendation of filers (s): Send to the Law Department for review Official Filing: That the following Sections of the City Code of Ordinances be amended: written opinion/clarification on the following Ordinance: **§ 38.072 EXECUTION OF CONTRACTS.**
(Received on September 08, 2026, and referred to the Intergovernmental Committee and Corporation Counsel).

MJD/ec

BOA-Agenda 9-21-2026-Rev1

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

September 3, 2026

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

Re: Management Pay Plan – Proposed Modifications to Salary Ranges

Honorable Board of Aldermen:

Pursuant to Section 37.042 of the Waterbury Code of Ordinances, I am requesting approval of salary range modifications for the following positions in the Management Pay Plan as follows:

a. Salary Range for Superintendent of Schools
   From $185,000 - $260,000 To $210,000 - $295,000
b. Salary Range for Chief Academic Officer
   From $150,000 - $170,000 To $170,000 - $200,000
c. Salary Range for Public Health Director
   From $115,000 - $165,000 To $125,000 - $175,000
d. Salary Range for Director of Personnel and Talent Management – Education
   From $130,000 - $170,000 To $140,000 - $180,000
e. Salary Range for Police Chief
   From $135,000 - $175,000 To $155,000 - $195,000
f. Salary Range for Deputy Police Chief
   From $125,000 - $150,000 To $135,000 - $160,000
g. Salary Range for Fire Chief
   From $135,000 - $175,000 To $155,000 - $195,000
h. Salary Range for Assistant Fire Chief

From $125,000 - $150,000 To $135,000 - $160,000

i. Salary Range of Director of Human Resources
From $135,000 - $170,000 To $145,000 - $180,000

j. Salary Range for Audit Director
From $90,000 - $125,000 To $95,000 - $140,000

k. Salary Range for Assistant Corporation Counsel
From $110,000 - $145,000 To $125,000 - $165,000

l. Salary Range for Information Technology Director
From $130,000 - $175,000 To $150,000 - $190,000

m. Salary Range for Library Director
From $90,000 - $125,000 To $95,000 - $140,000

n. Salary Range for City Planner
From $100,000 - $140,000 To $105,000 - $150,000

o. Salary Range for Counsel/Attorney
From $75,000 - $130,000 To $90,000 - $155,000

p. Salary Range for Chief Building Official
From $95,000 - $135,000 To $105,000 - $150,000

q. Salary Range for Purchasing Director
From $105,000 - $135,000 To $105,000 - $145,000

r. Salary Range for Director of Public Works
From $125,000 - $175,000 To $135,000 - $180,000

s. Salary Range for Director of Finance
From $120,000 - $220,000 To $160,000 - $260,000

t. Salary Range for City Engineer
From $120,000 - $150,000 To $130,000 - $155,000

u. Salary Range for Tax Collector
Add Salary Range to the Pay Plan From $120,000 -$155,000

After conducting salary surveys, which are enclosed for your review, Human Resources concluded that the current salary ranges are not market competitive for the positions listed. The positions are difficult to fill and competitive across the public sector in Connecticut. In addition, there has been significant wage scale compression within the City because of internal salary increases guaranteed Union covered positions as a result of recent collective bargaining agreements. Specifically, the WMAA collective bargaining agreement approved by the Board of Aldermen on July 13, 2026.

The Civil Service Commission reviewed and approved the proposed salary range modifications at its September 1, 2026 meeting.

For your review and consideration, 1 have included (1) the Management Pay Plan showing the proposed modifications to the above-listed salary ranges, (2) a salary survey for each position listed above with municipal salary data, and (3) draft minutes from the September 1, 2026 meeting of the Civil Service Commission.

Please place this item on the agenda for your September 21, 2026 meeting. Thank you for your consideration.

Sincerely,

Tara L. Shaw

Tara L. Shaw
Director of Human Resources

Cc: Mayor Paul K. Pernerewski, *via email*
Angela Juliani, *via email*
Joe Geary, *via email*
Cherrie Lamb, *via email*

#3

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 26, 2026

VIA HAND DELIVERY
Civil Service Commission
236 Grand Street
Waterbury, CT 06702

Re: Management Pay Plan – Proposed Modifications to Salary Ranges

Honorable Commissioners:

Pursuant to Section 37.042 of the Waterbury Code of Ordinances, I write to request approval of salary range modifications for the following positions in the Management Pay Plan:

a. Salary Range for Superintendent of Schools
   From $185,000 - $260,000 To $210,000 - $295,000
b. Salary Range for Chief Academic Officer
   From $150,000 - $170,000 To $170,000 - $200,000
c. Salary Range for Public Health Director
   From $115,000 - $165,000 To $125,000 - $175,000
d. Salary Range for Director of Personnel and Talent Management -Education
   From $130,000 - $170,000 To $140,000 - $180,000
e. Salary Range for Police Chief
   From $135,000 - $175,000 To $155,000 - $195,000
f. Salary Range for Deputy Police Chief
   From $125,000 - $150,000 To $135,000 - $160,000
g. Salary Range for Fire Chief
   From $135,000 - $175,000 To $155,000 - $195,000
h. Salary Range for Assistant Fire Chief

From $125,000 - $150,000 To $135,000 - $160,000

i. Salary Range for Director of Human Resources – Civil Service
From $135,000 - $175,000 To $145,000 - $185,000

j. Salary Range for Audit Director
From $90,000 - $125,000 To $100,000 - $140,000

k. Salary Range for Assistant Corporation Counsel
From $110,000 - $145,000 To $130,000 - $170,000

l. Salary Range for Information Technology Director
From $130,000 - $175,000 To $150,000 - $190,000

m. Salary Range for Library Director
From $90,000 - $125,000 To $100,000 - $140,000

n. Salary Range for City Planner
From $100,000 - $140,000 To $105,000 - $150,000

o. Salary Range for Counsel/Attorney
From $75,000 - $130,000 To $95,000 - $160,000

p. Salary Range for Chief Building Official
From $95,000 - $135,000 To $105,000 - $150,000

q. Salary Range for Purchasing Director
From $105,000 - $135,000 To $105,000 - $145,000

r. Salary Range for Director of Public Works
From $125,000 - $175,000 To $135,000 - $185,000

s. Salary Range for Director of Finance
From $120,000 - $220,000 To $160,000 - $260,000

t. Salary Range for City Engineer
From $120,000 - $150,000 To $130,000 - $155,000

u. Salary Range for Tax Collector
Add Salary Range to the Pay Plan From $120,000 -$155,000

After conducting a salary surveys, which are enclosed for your review, Human Resources has concluded that the current salary ranges are not market competitive for the positions listed. The positions are difficult to fill and competitive across the public sector in Connecticut. In addition, there has been significant wage scale compression within the City because of internal salary increases guaranteed Union covered positions as a result of recent collective bargaining agreements.

As you may recall, many of these positions were submitted to you for salary range adjustment consideration at your June 16, 2026 meeting. Those changes did not go into effect, as I pulled that item from the July 13, 2026 Board of Aldermen agenda. I did so due to the availability of updated comparable data, as well as the consideration of the successor Local 2090 WMAA (City Managers) Collective Bargaining Agreement so that we could evaluate further wage compression.

For your review, I have included the Management Pay Plan showing the proposed modifications to the above-listed salary ranges, as well as a salary survey for each position listed above with

municipal salary data, some private sector data (if appropriate) and some salary data for union covered positions within Local 2090 (WMAA), Police and Fire.

Thank you for your consideration.

Sincerely,

Tara L. Shaw

Tara L. Shaw
Director of Human Resources

The City of Waterbury
Connecticut
MANAGEMENT PAY PLAN

POSITION	*CURRENT RANGE*	*CHANGED*
Superintendent of Schools	~~$185,000 - $260,000~~	11/17/2020
	$210,000 ~ $295,00	
Chief Academic Officer	~~$150,000 - $170,000~~	
	$170,000 ~ $200,000	
Public Health Director	~~$115,000 - $165,000~~	03/20/2023
	$125,000 ~ $175,000	
Director of Personnel & Talent Management – Education	~~$130,000 - $170,000~~	10/24/2022
	$140,000 ~ $180,000	
Police Chief	~~$135,000 - $175,000~~	02/12/2024
	$155,000 ~ $195,000	
Deputy Police Chief	~~$125,000 - $150,000~~	02/12/2024
	$135,000 ~ $160,000	
Fire Chief	~~$135,000 - $175,000~~	02/12/2024
	$155,000 ~ $195,000	
Assist. Fire Chief	~~$125,000 - $150,000~~	02/12/2024
	$135,000 ~ $160,000	
Water Superintendent	$125,000 ~ $180,000	05/12/2020
Director of Human Resources - Civil Service	~~$135,000 - $175,000~~	10/24/2022
	$145,000 ~ $185,000	
Audit Director	~~$90,000 - $125,000~~	02/12/2024
	$100,000 ~ $140,000	
Assist. Corporation Counsel	~~$110,000 - $145,000~~	03/20/2023
	$130,000 ~ $170,000	
Information Technology Director	~~$130,000 - $175,000~~	02/12/2024
	$150,000 ~ $190,000	
Library Director	~~$90,000 - $125,000~~	02/12/2024

	$100,000 ~ $140,000	
Assessor	$120,000 ~ $155,000	02/12/2024
City Planner	~~$100,000 ~ $140,000~~	02/12/2024
	$105,000 ~ $150,000	
Counsel/Attorney	~~$75,000 ~ $130,000~~	03/20/2023
	$95,000 ~ $160,000	
Chief Building Official	~~$95,000 ~ $135,000~~	03/20/2023
	$105,000 ~ $150,000	
Purchasing Director	~~$105,000 ~ $135,000~~	03/11/2024
	$105,000 ~ $145,000	
Director of Public Works	~~$125,000 ~ $175,000~~	03/11/2024
	$135,000 ~ $185,000	
Director of Finance	~~$120,000 ~ $220,000~~	07/23/2020
	$160,000 ~ $260,000	
City Engineer	~~$120,000 ~ $150,000~~	03/20/2023
	$130,000 ~ $160,000	
Tax Collector	**$120,000 ~ $155,000**	**NEW**

Last Revised on 3-11-24

POSITION	***CURRENT RANGE***	***CHANGED***	**PROPOSED RANGE**
Superintendent of Schools	$185,000 ~ $260,000	11/17/2020	$ 210,000 ~$295,000

Municipality	Position	Minimum	Maximum	Current
New Britain	Superintendent of Schools			$ 207,500.00
Meriden	Superintendent of Schools			$ 228,677.00
Bristol	Superintendent of Schools			$ 239,462.00
New Haven	Superintendent of Schools			$ 255,000.00
Waterbury	Superintendent of Schools	185,000	260,000	$ 255,000.00
Danbury	Superintendent of Schools			$ 261,225.00
West Hartdord	Superintendent of Schools			$ 275,642.00
Hartford	Superintendent of Schools			$ 279,000.00
Norwalk	Superintendent of Schools			$ 302,406.00
Farmington	Superintendent of Schools			$ 315,000.00
Stamford	Superintendent of Schools			$ 319,400.00
Bridgeport	Superintendent of Schools			$ 320,192.00
	AVERAGE			**$ 271,542.00**

POSITION	***CURRENT RANGE***	***CHANGED***	**PROPOSED RANGE**
Chief Academic Officer	$150,000 ~ $170,000		$ 170,000 ~$200,000

Source	LOW	MEDIAN	HIGH
Payscale.com	$ 87,000.00	$ 157,500.00	$ 228,000.00
GovSalaries.com (CT Only)	$ 110,798.00	$ 146,662.00	$ 182,526.00
GovSalaries.com (nationwide)	$ 115,000.00	$ 149,425.00	$ 183,850.00
ZipRecruiter	$ 116,000.00	$ 162,224.50	$ 208,449.00
Indeed	$ 144,629.00	$ 154,883.00	$ 165,137.00
Salary.com	$ 181,217.00	$ 230,493.50	$ 279,770.00
Average	$ 125,774.00	$ 166,864.67	$ 207,955.33

Municipality	Position	Minimum	Maximum	Current
Naugatuck	Chief Academic Officer			$ 163,844.00
Waterbury	Chief Academic Officer	$ 150,000.00	$ 170,000.00	$ 170,000.00
New Britain	Chief Academic Officer			$ 171,304.00
Meriden	Chief Academic Officer			$ 177,876.12
Bristol	Chief Academic Officer			$ 192,766.00
Danbury	Chief Academic Officer			$ 228,090.00
Stamford	Chief Academic Officer			$ 243,167.00
	AVERAGE			**$ 197,200.52**

POSITION	CURRENT RANGE	LAST CHANGED	PROPOSED RANGE
Public Health Director	$ 115,000 ~$165,000	03/20/2023	$ 125,000 ~$175,000

Municipality	Position	Minimum	Maximum	Current
Town of Newtown	Health Director			$ 112,525.00
Town of Manchester	Health Director			$ 115,320.21
Town of Guilford	Health Director			$ 117,658.29
Town of Essex	Health Director	$ 97,750.00	$ 123,503.00	$ 123,503.00
City of Danbury	Health Director			$ 126,657.00
Town of Bethel	Health Director			$ 128,403.00
Town of Glastonbury	Health Director	$ 96,954.00	$ 130,981.50	$ 130,981.50
City of Meriden	Health Director			$ 134,656.70
City of Middletown	Health Director			$ 138,834.00
City of Bristol	Health Director			$ 140,098.00
City of New Britain	Health Director			$ 140,280.00
Town of South Windsor	Health Director	$ 80,000.00	$ 142,000.00	$ 142,000.00
Town of Stratford	Health Director			$ 147,226.94
City of New Haven	Health Director			$ 148,000.00
City of Waterbury	Health Director	$ 115,000.00	$ 165,000.00	$ 153,750.00
Town of Milford	Health Director			$ 155,221.00
City of Stamford	Health Director	$ 139,000.00	$ 167,000.00	$ 159,338.00
City of Hartford	Health Director			$ 159,983.00
City of Norwalk	Health Director			$ 166,550.00
City of Bridgeport	Health Director	$ 147,189.00	$ 172,442.00	$ 172,442.00
Town of Greenwich	Health Director	$ 163,203.00	$ 244,805.00	$ 195,051.37
	AVERAGE	**$ 119,870.86**	**$ 163,675.93**	**$ 143,260.91**

POSITION	***CURRENT RANGE***	***CHANGED***	**PROPOSED RANGE**
Director of Personnel & Talent Management – Education	$130,000 ~ $170,000	10/24/2022	$ 140,000 ~$180,000

Municipality	Position	Minimum	Maximum	Current
Town Naugatuck	BOE Personnel Director			$ 130,979.00
City of Waterbury	BOE Personnel Director	$ 130,000.00	$ 170,000.00	$ 150,000.00
City of Hartford	BOE Personnel Director	$ 145,605.00	$ 158,514.00	$ 151,994.00
City of New Britain	BOE Personnel Director			$ 171,528.00
City of Meriden	BOE Personnel Director			$ 177,876.00
City of Bridgeport	Human Resources Director			$ 180,000.00
City of Bristol	Human Resources Director			$ 183,606.00
	AVERAGE	**137,802.50**	**164,257.00**	**163,711.86**

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Police Chief	$135,000 ~ $175,000	02/12/2024	$ 155,000 ~$195,000

Municipality	Position	Minimum	Maximum	Current
Town of Suffield	Police Chief			$ 132,089.36
Town of New Milford	Police Chief			$ 133,361.00
Town of East Hampton	Police Chief			$ 139,399.00
Town of Ledyard	Police Chief			$ 139,748.00
Town of East Windsor	Police Chief			$ 142,792.00
Town of Branford	Police Chief			$ 143,554.84
Town of Guilford	Police Chief			$ 143,850.00
Town of Newtown	Police Chief			$ 144,508.00
City of Torrington	Police Chief			$ 147,208.00
City of New Britain	Police Chief	$ 112,451.00	$ 147,979.00	$ 147,979.00
Town of Bethel	Police Chief			$ 148,000.00
City of Meriden	Police Chief			$ 151,199.36
City of Danbury	Police Chief			$ 154,895.00
Town of Newington	Police Chief			$ 156,807.00
Town of Berlin	Police Chief			$ 157,018.50
Town of South Windsor	Police Chief	$ 100,000.00	$ 157,000.00	$ 159,135.00
Town of Wethersfield	Police Chief			$ 159,419.31
City of Waterbury	Police Chief	$ 110,000.00	$ 160,000.00	$ 160,000.00
Town of North Branford	Police Chief			$ 160,000.00

Town of Stratford	Police Chief			$ 160,349.13
Town of Bloomfield	Police Chief	$ 106,591.00	$ 164,526.00	$ 164,526.00
Town of Manchester	Police Chief			$ 167,690.00
Town of Redding	Police Chief			$ 170,074.00
Town of Groton (T)	Police Chief	$ 116,765.00	$ 163,471.00	$ 176,311.29
Town of Old Saybrook	Police Chief	$ 177,500.00	$ 177,500.00	$ 177,500.00
City of Middletown	Police Chief			$ 180,339.00
City of Bridgeport	Police Chief	$ 153,911.00	$ 181,235.00	$ 181,235.00
City of Norwalk	Police Chief			$ 182,446.00
Town of West Hartford	Police Chief			$ 190,617.00
Town of Sprague	Police Chief			$ 195,238.00
Town of Greenwich	Police Chief	$ 163,203.00	$ 244,805.00	$ 195,534.11
City of Stamford	Police Chief			$ 199,528.00
City of New Haven	Police Chief			$ 233,527.00
	AVERAGE	**$ 122,171.20**	**$ 167,288.67**	**$ 163,511.45**

Deputy Chief (non-union)	$	145,000
Deputy Chief (non-union)	$	140,000
Police Captain (union)	$	127,355

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Deputy Police Chief	$125,000 ~ $150,000	02/12/2024	$ 135,000 ~$160,000

Municipality	Position	Minimum	Maximum	Current
Town of New Milford	Deputy Police Chief			$ 112,553.00
Town of Redding	Deputy Police Chief			$ 120,591.00
Town of Suffield	Deputy Police Chief			$ 120,624.95
Town of Guilford	Deputy Police Chief			$ 123,300.00
Town of Stratford	Deputy Police Chief			$ 124,538.97
Town of North Branford	Deputy Police Chief			$ 125,000.00
City of New Brtain	Deputy Police Chief			$ 126,657.00
Town of Newtown	Deputy Police Chief			$ 127,854.00
Town of East Windsor	Deputy Police Chief			$ 131,060.00
Town of Branford	Deputy Police Chief			$ 132,067.78
Town of Wethersfield	Deputy Police Chief			$ 133,900.00
City of Meriden	Deputy Police Chief			$ 136,097.92
Town of Berlin	Deputy Police Chief			$ 138,113.73
Town of Groton (T)	Deputy Police Chief	$ 96,500.00	$ 135,100.00	$ 138,513.63
Town of South Windsor	Deputy Police Chief	$ 80,000.00	$ 142,000.00	$ 143,795.00
City of Waterbury	Deputy Police Chief	$ 125,000.00	$ 150,000.00	$ 145,000.00
City of Danbury	Deputy Police Chief			$ 153,869.00
City of Middletown	Deputy Police Chief			$ 165,774.00
Town of West Hartford	Deputy Police Chief			$ 167,998.00
City of Bridgeport	Deputy Police Chief	$ 134,446.00	$ 170,196.00	$ 170,196.00
Town of Newington	Deputy Police Chief	$ 84,073.00	$ 153,024.00	

Town of Bloomfield	Deputy Police Chief	$ 96,763.00	$ 149,350.00	
Town of Greenwich	Deputy Police Chief	$ 139,842.00	$ 209,762.00	
	AVERAGE	**$ 104,056.40**	**$ 158,490.29**	**$ 136,875.20**

Police Captain (union)	$	127,355

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Fire Chief	$135,000 ~ $175,000	02/12/2024	$ 155,000 ~$195,000

Municipality	Position	Minimum	Maximum	Current
Town of Suffield	Fire Chief			$ 101,920.00
Town of Somers	Fire Chief			$ 120,000.00
City of Torrington	Fire Chief			$ 124,021.00
City of New Britain	Fire Chief			$ 136,000.00
City of Meriden	Fire Chief			$ 136,562.39
Town of Branford	Fire Chief			$ 140,914.00
Town of Mansfield	Fire Chief	$ 113,091.00	$ 158,346.00	$ 141,409.00
Town of Guilford	Fire Chief			$ 142,789.00
City of Stamford	Fire Chief			$ 151,313.00
Town of Manchester	Fire Chief			$ 154,938.96
City of Danbury	Fire Chief			$ 155,815.00
City of Milford	Fire Chief			$ 156,538.00
City of Waterbury	Fire Chief	$ 110,000.00	$ 160,000.00	$ 150,000.00
Town of Stratford	Fire Chief			$ 160,349.13
City of Middletown	Fire Chief			$ 160,960.00
City of Norwalk	Fire Chief			$ 168,505.00
City of Bridgeport	Fire Chief	$ 153,911.00	$ 169,092.00	$ 169,092.00
City of New Haven	Fire Chief			$ 173,000.00
Town of West Harttford	Fire Chief			$ 174,703.00
Town of Greenwich	Fire Chief	$ 163,203.00	$ 244,805.00	$ 185,436.15

Town of Glastonbury	Fire Chief	$ 106,899.00	$ 144,319.50	
	AVERAGE	**$ 129,420.80**	**$ 175,312.50**	**$ 150,213.28**

Assist. Fire Chief (non-union)	$ 140,000.00
Deputy Chief (Union)	$ 131,543.36

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Assist. Fire Chief	$125,000 ~ $150,000	02/12/2024	$ 135,000 ~$160,000

Municipality	Position	Minimum	Maximum	Current
Town of Branford	Deputy Fire Chief			$ 120,527.00
City of Meriden	Deputy Fire Chief			$ 120,701.44
City of Waterbury	Assistant Fire Chief	$ 125,000.00	$ 150,000.00	$ 140,000.00
City of Milford	Assistant Fire Chief			$ 165,000.00
City of Hartford	Deputy Fire Chief			$ 204,958.00
City of Middletown	Deputy Fire Chief			$ 138,834.00
City of New Britain	Assistant Fire Chief			$ 122,888.00
Town of Manchester	Deputy Fire Chief			$ 128,000.00
Town of Guilford	Deputy Fire Chief			$ 131,132.63
City of Danbury	Deputy Fire Chief			$ 140,721.00
City of Bridgeport	Deputy Fire Chief			$ 189,534.00
Town of Greenwich	Deputy Fire Chief	$ 123,217.00	$ 184,825.00	
	AVERAGE			**145,663.28**

Fire Marshal	$	131,969.76
Director of Training	$	131,969.76

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Director of Human Resources - Civil Service	$135,000 ~ $175,000	10/24/2022	$ 145,000 ~$185,000

Municipality	Position	Minimum	Maximum	Current
City of Meriden	Human Resources Director			$ 119,000.00
Town of Manchester	Human Resources Director			$ 122,937.73
Town of Groton	Human Resources Director	$ 106,150.00	$ 148,610.00	$ 124,011.81
Town of Berlin	Human Resources Director			$ 127,926.00
Town of Guilford	Human Resources Director			$ 128,600.00
City of Danbury	Human Resources Director			$ 131,837.00
City of Middletown	Human Resources Director			$ 138,834.00
City of Torrington	Human Resources Director			$ 139,050.00
Town of Stratford	Human Resources Director			$ 151,007.44
Town of Glastonbury	Human Resources Director	$ 112,300.50	$ 151,593.00	$ 151,593.00
City of Hartford	Human Resources Director			$ 151,994.00
Town of Bloomfield	Human Resources Director	$ 101,541.00		$ 156,729.00
Town of South Windsor	Human Resources Director	$ 100,000.00	$ 157,000.00	$ 159,135.00
City of Waterbury	Human Resources Director	$ 135,000.00	$ 175,000.00	$ 175,000.00
City of Norwalk	Human Resources Director			$ 180,618.00
City of Bristol	Human Resources Director			$ 182,009.00
City of Bridgeport	Human Resources Director	$ 120,000.00	$ 198,310.00	$ 198,310.00
Town of Greenwich	Human Resources Director	$ 188,955.00	$ 283,431.00	$ 283,431.00
	AVERAGE	**123,420.93**	**185,657.33**	**156,779.05**

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Audit Director	$90,000 ~ $125,000	02/12/2024	$100,000 ~ $140,000

Source	LOW	MEDIAN	HIGH
GovSalaries.com (nationwide)	$ 103,889.00	N/A	$ 138,462.00
GovSalaries.com (CT Only)	N/A		
SalaryExpert.com	$ 64,963.00	$ 93,330.50	$ 121,698.00
Average	$ 84,426.00	$ 69,332.25	$ 130,080.00

Municipality	Position	Minimum	Maximum	Current
City of Waterbury	Audit Director	$ 90,000.00	$ 125,000.00	$ 92,428.00
City of Hartford	Auditor			$ 95,000.00
City of Norwalk	Internal Auditor			$ 124,111.00

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Assist. Corporation Counsel	$110,000 ~ $145,000	03/20/2023	$130,000 ~ $170,000

Source	LOW	MEDIAN	HIGH
GovSalaries.com (nationwide)	$ 83,010.00	$ 125,695.00	$ 168,380.00
GovSalaries.com (CT Only)	$ 85,964.00	$ 112,375.50	$ 138,787.00
CCM Data	$ 109,676.00	$ 145,132.50	$ 180,589.00
Average	$ 92,883.33	$ 127,734.33	$ 162,585.33

Municipality	Position	Minimum	Maximum	Current
City of Waterbury	Assistant Municipal Attorney/Corporation Counsel	$ 110,000.00	$ 145,000.00	
Town of Manchester	Assistant Municipal Attorney/Corporation Counsel			$ 120,838.86
City of Meriden	Assistant Municipal Attorney/Corporation Counsel			$ 121,013.15
Town of West Hartfod	Assistant Corporation Counsel			$ 138,639.00
City of Danbury	Assistant Municipal Attorney/Corporation Counsel			$ 142,892.00
City of Bristol	Assistant Corporation Counsel			$ 152,796.00
City of Middletwon	Assistnt Corporation Counsel			$ 166,828.00
City of Norwalk	Deputy Corporation Counsel			$ 180,587.00
City of Milford	Assistant City Attorney			$ 181,795.00
City of Hartford	Assisant Corporation Counsel	$ 91,512.20	$ 146,469.70	
City of New Haven	Deputy Corporation Counsel	$ 145,755.00	$ 157,772.00	
Town of Greenwich	Assistant Municipal Attorney/Corporation Counsel	$ 147,348.00	$ 180,525.00	
	Average	**$ 123,653.80**	**$ 157,441.68**	**$ 150,673.63**

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Information Technology Director	$130,000 ~ $175,000	02/12/2024	$150,000 ~ $190,000

Source	LOW	MEDIAN	HIGH
GovSalaries.com (nationwide)	$ 96,289.00	$ 121,297.50	$ 146,306.00
GovSalaries.com (CT Only)	$ 106,011.00	$ 122,005.50	$ 138,000.00
CCM Data	$ 99,379.00	$ 159,689.50	$ 220,000.00
Average	$ 100,559.67	$ 134,330.83	$ 168,102.00

Municipality	Position	Minimum	Maximum	Current
City of Torrington	Information Technology Director			$ 106,010.00
City of Milford	Information Technology Director			$ 120,852.00
Town of Groton (T)	Information Technology Director	$ 106,150.00	$ 148,610.00	$ 125,000.00
Town of Berlin	Information Technology Director			$ 127,234.40
City of Meriden	Information Technology Director	$ 107,744.00	$ 128,294.40	$ 128,294.40
Town of Manchester	Information Technology Director			$ 133,103.94
City of Danbury	Information Technology Director			$ 134,390.00
Town of Stratford	Information Technology Director			$ 136,500.00
Town of Newington	Information Technology Director			$ 141,831.00
Town of Newtown	Information Technology Director			$ 142,668.00
Town of Suffield	Information Technology Director			$ 160,319.00
City of Middletown	Information Technology Director			$ 160,341.00
City of Bridgeport	Information Technology Director	$ 147,188.00	$ 168,093.00	$ 168,093.00

Town of South Windsor	Information Technology Director	$ 125,000.00	$ 160,000.00	$ 169,744.00
City of Waterbury	Information Technology Director	$ 130,000.00	$ 175,000.00	$ 175,000.00
City of New Haven	Information Technology Director			$ 178,190.00
Town of Greenwich	Information Technology Director	$ 163,203.00	$ 244,805.00	$ 195,501.90
	Average	**$ 129,880.83**	**$ 170,800.40**	**$ 147,239.57**

Network Manager (Union)	$ 145,966.00

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Library Director	$90,000 ~ $125,000	02/12/2024	$100,000 ~ $140,000

Municipality	Position	Minimum	Maximum	Current
Town of South Windsor	Library Director			$ 103,000.00
City of Waterbury	Library Director	$ 90,000.00	$ 110,000.00	$ 104,381.95
Town of Guilford	Library Director			$ 106,718.60
Town of Groton (T)	Library Director	$ 106,150.00	$ 148,610.00	$ 110,159.82
Town of Ellington	Library Director	$ 80,934.00	$ 118,286.00	$ 113,466.00
City of Milford	Library Director			$ 117,056.00
Town of Manchester	Library Director			$ 117,776.18
City of Meriden	Library Director			$ 121,245.00
Town of Newington	Library Director			$ 122,908.00
Town of Mansfield	Library Director	$ 93,049.00	$ 130,392.00	$ 123,304.00
City of Danbury	Library Director			$ 133,142.00
City of New Haven	City Librarian			$ 145,120.00
City of Bridgeport	City Librarian			$ 145,525.00
Town of Bloomfield	Library Director	$ 101,541.00	$ 156,729.00	
Town of Greenwich	Library Director	$ 163,203.00	$ 244,805.00	
	Average	**$ 105,812.83**	**$ 151,470.33**	**$ 120,292.50**

Librarian IV	$ 93,418.32

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
City Planner	$100,000 ~ $140,000	02/12/2024	$105,000~ $150,000

Municipality	Position	Minimum	Maximum	Current
Town of Manchester	Planning Official	$ 94,309.84	$ 112,478.47	$ 100,543.68
Town of Ledyard	Planning Official			$ 105,000.00
City of Milford	City Planner			$ 113,340.00
City of Meriden	Planning Official			$ 115,080.10
Town of Berlin	Planning Official	$ 105,875.00	$ 134,041.00	$ 118,360.00
Town of Ellington	Planning Official	$ 91,491.00	$ 134,175.00	$ 118,955.00
Town of Guilford	Planning Official			$ 123,300.00
Town of Newington	Planning Official			$ 123,600.00
City of Bridgeport	Planning Official			$ 124,662.00
Town of Branford	Planning Official			$ 126,048.00
Town of Mansfield	Planning Official	$ 97,835.00	$ 136,842.00	$ 126,994.00
Town of Stratford	Planning Official	$ 94,725.59	$ 128,066.22	$ 128,066.22
City of Waterbury	City Planner	$ 100,000.00	$ 140,000.00	$ 130,000.00
Town of South Windsor	Planning Official	$ 80,000.00	$ 142,000.00	$ 134,734.00
Town of Groton (T)	Planning Official	$ 106,150.00	$ 148,610.00	$ 143,935.72
City of Danbury	Planning Director			$ 149,653.00
City of Nowalk	Planning Director			$ 167,902.00
Town of Greenwich	Planning Official	$ 163,203.00	$ 244,805.00	$ 178,606.25
Town of Windsor Locks	Planning Official	$ 90,000.00		
Town of Bloomfield	Planning Official	$ 106,591.00	$ 164,526.00	
	Average	**$ 103,732.16**	**$ 146,779.74**	**$ 123,891.98**

Assistant City Planner	$	129,747.00

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Counsel/Attorney	$ 75,000 ~ $130,000	03/20/2023	$95,000~ $160,000

Source	LOW	MEDIAN	HIGH
GovSalaries.com (nationwide)	$ 71,738.00	$ 137,529.00	$ 203,320.00
SalaryExpert.com	$ 100,000.00	$ 142,500.00	$ 185,000.00
Average	$ 85,869.00	$ 108,344.67	$ 194,160.00

Municipality	Position	Minimum	Maximum
City of New Britain	Attorney		$ 130,000.00
City of New Haven	Attorney	$ 110,950.00	$ 135,096.00
City of Hartford	Attorney	$ 75,644.00	$ 146,450.00
Ciity of Waterbury	Attorney	$ 75,000.00	$ 130,000.00
City of Bridgeport	Attorney	$ 89,599.00	$ 172,516.00
	Average	**$ 87,798.25**	**$ 142,812.40**

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Chief Building Official	$ 95,000 ~ $135,000	03/20/2023	$105,000~ $150,000

Municipality	Position	Minimum	Maximum	Current
Town of Litchfield	Chief Building Official			$ 95,206.34
Town of East Hampton	Chief Building Official			$ 95,921.00
Town of Guilford	Chief Building Official			$ 100,052.81
Town of Branford	Chief Building Official			$ 100,181.12
Town of East Windsor	Chief Building Official			$ 102,757.20
Town of Suffield	Chief Building Official			$ 105,000.00
Town of Berlin	Chief Building Official	$ 85,421.00	$ 112,109.00	$ 105,875.00
Town of Newtown	Chief Building Official			$ 107,093.00
City of Meriden	Chief Building Official	$ 107,744.00	$ 128,294.40	$ 107,744.00
Town of Newington	Chief Building Official			$ 108,651.00
Town of Ellington	Chief Building Official	$ 80,934.00	$ 118,286.00	$ 110,455.00
Town of Bethel	Chief Building Official			$ 110,755.00
Town of Bloomfield	Chief Building Official	$ 87,761.00	$ 135,463.00	
Town of Glastonbury	Chief Building Official	$ 92,313.00	$ 124,702.50	
Town of Old Saybrook	Chief Building Official	$ 92,879.00	$ 100,697.00	
City of Danbury	Chief Building Official			$ 122,244.00
Town of Groton (T)	Chief Building Official	$ 90,144.00	$ 126,202.00	$ 123,300.00
Town of Somers	Chief Building Official			$ 123,670.00
Town of Mansfield	Chief Building Official	$ 88,627.00	$ 124,016.00	$ 124,016.00
Town of Stafford	Chief Building Official			$ 125,000.00
Town of Stratford	Chief Building Official	$ 94,373.56	$ 127,603.44	$ 127,603.44

City of Bridgeport	Chief Building Official	$ 131,173.00	$ 131,831.00	$ 131,173.00
City of Waterbury	Chief Building Official	$ 95,000.00	$ 135,000.00	$ 133,250.00
City of Middletown	Chief Building Official			$ 134,742.00
Town of Greenwich	Chief Building Official	$ 111,689.00	$ 144,115.00	$ 144,115.00
City of Norwalk	Chief Building Official			$ 177,600.00
	Average	**$ 96,504.88**	**$ 125,693.28**	**$ 118,104.56**

Deputy Building Official	$	110,000.00

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Purchasing Director	$ 105,000 ~ $135,000	03/11/2024	$105,000~ $145,000

Source	LOW	MEDIAN	HIGH
GovSalaries.com (nationwide)	$ 83,434.00	$ 103,173.00	$ 122,912.00
GovSalaries.com (CT Only)	$ 104,882.00	$ 117,489.00	$ 130,096.00
CCM Data	$ 83,190.29	$ 113,341.15	$ 143,492.00
Average	$ 90,502.10	$ 94,841.29	$ 132,166.67

Municipality	Position	Minimum	Maximum	Current
Town of Guilford	Purchasing Agent			$ 83,749.22
Town of Berlin	Purchasing Agent	$ 75,969.00	$ 97,133.00	$ 85,660.00
Town of North Branford	Purchasing Agent	$ 68,000.00	$ 102,000.00	$ 90,177.00
Town of Manchester	Purchasing Agent	$ 78,457.60	$ 94,153.09	$ 90,228.12
Town of Newtown	Purchasing Agent			$ 105,760.00
Town of Stratford	Purchasing Agent	$ 85,919.63	$ 116,163.99	$ 116,163.99
City of Meriden	Purchasing Agent	$ 98,945.00	$ 117,520.00	$ 117,250.00
Town of Newington	Purchasing Agent			$ 119,340.00
City of Bridgeport	Purchasing Agent	$ 121,905.00	$ 136,095.00	$ 121,905.00
Town of Bloomfield	Purchasing Agent	$ 79,673.00		$ 122,983.00
City of New Haven	Purchasing Agent			$ 130,421.00
City of Norwalk	Purchasing Agent			$ 126,637.00
City of Bristol	Purchasing Agent			$ 124,391.00
Ciy of New Britain	Purchasing Agent			$ 128,289.00
City of Milford	Purchasing Agent			$ 124,704.00

City of Danbury	Purchasing Agent			$ 123,000.00
City of Waterbury	Purchasing Agent	$ 105,000.00	$ 140,000.00	$ 135,000.00
Town of Greenwich	Purchasing Agent	$ 139,842.00	$ 209,762.00	$ 143,492.26
	Average	**$ 94,856.80**	**$ 126,603.39**	**$ 116,063.92**

Assistant Purchasing Director	$	110,934.00

POSITION	CURRENT RANGE	CHANGED	PROPOSED RANGE
Director of Public Works	$125,000 ~ $175,000	03/11/2024	$135,000 ~ $185,000

Municipality	Position	Minimum	Maximum	Current
Town of Ellington	Public Works Director	$ 103,224.00	$ 152,535.00	$ 124,321.00
Town of North Branford	Public Works Director		$ 132,000.00	$ 126,274.00
Town of East Windsor	Public Works Director			$ 127,345.00
Town of Newtown	Public Works Director			$ 131,169.00
Town of Ledyard	Public Works Director			$ 133,459.00
Town of Bethel	Public Works Director			$ 133,753.00
Town of New Milford	Public Works Director			$ 135,731.00
Town of Litchfield	Public Works Director			$ 136,756.62
Town of East Hampton	Public Works Director			$ 139,259.00
Town of Groton (T)	Public Works Director	$ 116,765.00	$ 163,471.00	$ 140,806.52
City of Meriden	Public Works Director			$ 142,527.09
Town of Berlin	Public Works Director			$ 144,385.77
City of Hartford	Public Works Director			$ 150,118.00
Town of Stratford	Public Works Director			$ 151,995.12
Town of South Windsor	Public Works Director			$ 153,830.00
City of Torrington	Public Works Director			$ 155,028.00
City of Bridgeport	Public Works Director	$ 147,189.00	$ 161,904.00	$ 155,952.00
Town of Mansfield	Public Works Director	$ 118,736.00	$ 166,257.00	$ 160,447.00
City of Waterbury	Public Works Director	$ 125,000.00	$ 175,000.00	$ 160,460.00
Town of Manchester	Public Works Director			$ 162,449.69
City of Middletwon	Public Works Director			$ 164,602.00

City of New Britain	Public Works Director			$ 165,370.00
City of Bristol	Public Works Director			$ 184,209.00
Town of Greenwich	Public Works Director	$ 188,955.00	$ 283,431.00	$ 224,325.24
City of Danbury	Public Works Director			$ 225,825.00
Town of Old Saybrook	Public Works Director	$ 95,472.00	$ 103,513.00	
Town of Bloomfield	Public Works Director	$ 106,591.00	$ 164,526.00	
	Average	**$ 125,241.50**	**$ 166,959.67**	**$ 153,215.92**

Deputy Director DPW	$ 130,680.74

POSITION	***CURRENT RANGE***	***CHANGED***	**PROPOSED RANGE**
Director of Finance	$120,000 ~ $220,000	07/23/2020	$160,000~ $260,000

Source	LOW	MEDIAN	HIGH
Robert Half Salary (Hartford CT)(CFO)	$ 222,870.00	$ 307,515.00	$ 366,795.00

Municipality	Position	Minimum	Maximum	Current
City of Meriden	Finance Director			149,198.34
Town of New Milford	Finance Director			150,000.00
Town of Newington	Finance Director			151,268.09
Town of Ellington	Finance Director	106,533.00	172,234.00	154,390.00
City of Bridgeport	Finance Director	147,189.00	161,904.00	155,850.00
Town of Manchester	Finance Director			157,209.38
Town of Branford	Finance Director			157,209.52
Town of South Windsor	Finance Director	100,000.00	157,000.00	159,135.00
Town of Suffield	Finance Director			160,000.00
Town of Wethersfield	Finance Director			161,585.34
Town of Bloomfield	Finance Director	106,591.00		164,526.00
Town of Mansfield	Finance Director	124,674.00	174,569.00	168,467.00
Town of Newtown	Finance Director			174,981.00
Town of East Hartford	Finance Director			190,387.00
City of Danbury	Finance Director			190,052.00
City of Waterbury	Finance Director	120,000.00	220,000.00	220,000.00
City of Norwalk	Finance Director			250,548.00

City of Bristol	Finance Director			280,851.00
Town of Greenwich	Finance Director	188,855.00	283,431.00	283,431.00
	Average	**127,691.71**	**194,856.33**	**183,109.93**

Assistant Finance Director	$	149,586.00

POSITION	***CURRENT RANGE***	***CHANGED***	**PROPOSED RANGE**
City Engineer	120,000 ~ $150,000	03/20/2023	$130,000~ $160,000

Municipality	Position	Minimum	Maximum	Current
City of Bristol	Municipal Engineer			$ 101,076.00
Town of Groton (T)	Municipal Engineer	$ 102,308.00	$ 112,957.00	$ 112,957.00
Town of North Branford	Municipal Engineer	$ 92,000.00	$ 138,000.00	$ 115,000.00
City of Danbury	Municipal Engineer			$ 116,994.00
Town of Newington	Municipal Engineer			$ 120,000.00
Town of Newtown	Municipal Engineer			$ 121,624.00
Town of Manchester	Municipal Engineer			$ 125,644.56
City of Meriden	Municipal Engineer	$ 107,744.00	$ 128,294.40	$ 128,294.40
Town of Greenwich	Municipal Engineer	$ 100,245.00	$ 129,347.00	$ 129,347.00
Town of Branford	Municipal Engineer			$ 129,955.00
City of New Haven	Municipal Engineer			$ 129,969.00
Town of Guilford	Municipal Engineer			$ 132,712.97
City of New Britain	Municipal Engineer			$ 132,793.00
City of Meriden	Municipal Engineer	$ 80,000.00	$ 142,000.00	$ 137,917.00
Town of South Windsor	Municipal Engineer	$ 104,049.65	$ 140,677.11	$ 140,677.11
Town of Stratford	Municipal Engineer			$ 142,922.79
City of Middletown	Municipal Engineer			$ 145,218.00
City of Bridgeport	Municipal Engineer	$ 120,000.00	$ 150,000.00	$ 146,371.00
City of Waterbury	Municipal Engineer	$ 120,000.00	$ 150,000.00	$ 146,371.00
Town of Wethersfield	Municipal Engineer	$ 144,684.00	$ 149,167.00	$ 149,167.00
City of Norwalk	Municipal Engineer	$ 118,736.00	$ 166,257.00	$ 160,447.00

Town of Mansfield	Municipal Engineer	$ 92,168.00	$ 142,959.00	
Town of Bloomfield	Municipal Engineer	$ 117,877.50	$ 159,120.00	
	Average	**$ 108,317.68**	**$ 142,398.21**	**$ 131,688.47**

Assistant City Engineer	$	131,551.00

POSITION	CURRENT RANGE	CHANGED
Tax Collector	$ 120,000 - $155,000*	NEW

*Proposed Range

Municipality	Position	Minimum	Maximum	Current
Town of Berlin	Tax Collector	$ 85,421.00	$ 112,109.00	$ 96,783.00
Town of South Windsor	Tax Collector	$ 68,000.00	$ 123,000.00	$ 97,602.00
Town of Mansfield	Tax Collector	$ 77,477.00	$ 98,152.00	$ 98,152.00
Town of Newtown	Tax Collector			$ 98,254.00
City of Meriden	Tax Collector	$ 98,945.60	$ 117,520.00	$ 98,945.60
Town of Groton (T)	Tax Collector	$ 89,833.00	$ 99,184.00	$ 99,184.00
Town of Ellington	Tax Collector	$ 80,934.00	$ 118,286.00	$ 105,000.00
Town of Stratford	Tax Collector	$ 81,824.15	$ 110,632.58	$ 110,632.58
Town of Newington	Tax Collector			$ 110,994.00
Town of Greenwich	Tax Collector			$ 112,572.00
Town of Manchester	Tax Collector			$ 115,000.00
City of Waterbury	Tax Collector			$ 120,000.00
City of Danbury	Tax Collector			$ 124,129.00
City of Bristol	Tax Collector			$ 124,391.00
Town of Bloomfield	Tax Collector	$ 83,625.00		$ 129,076.00
City of Bridgeport	Tax Collector	$ 122,911.00	$ 139,608.00	$ 132,757.00
Town of West Hartford	Tax Collector			$ 156,441.00
City of Norwalk	Tax Collector			$ 157,364.00
Town of Glastonbury	Tax Collector	$ 83,772.00	$ 113,061.00	
	Average	**$ 87,274.28**	**$ 114,616.95**	**$ 115,959.84**

Deputy Tax Collector	$ 106,090.00

Civil Service Commission
Meeting
Tuesday September 1, 2026 @ 6:00 PM
Chase Building
Human Resources Conference Room #202
236 Grand Street
Waterbury CT 06702

DRAFT MINUTES

CALLED TO ORDER AT 6:00 P.M.

PLEDGE OF ALLEGIANCE: Observed

COMMISSIONERS PRESENT:

Aybar

Blum

Ford

Work

COMMISSIONERS ABSENT:

Nido

OTHERS PRESENT:

Tara Shaw, *Director of Human Resources*

Frank Baker, *Chief Building Official*

James Geary, *Recreation Director*

APPROVAL OF MINUTES:

Approval of Minutes from the August 11, 2026 Civil Service Meeting.

On motion of Commissioner Blum, Seconded by Commissioner Work, the Civil Service Commission voted unanimously to APPROVE the aforementioned minutes.

New Business:

1. Disqualification Appeal – Open Competitive Exam #1035-2743 – Deputy Building Official

    - Michael Shappy

    Michael Shappy presented his appeal.

On motion of Commissioner Blum, Seconded by Commissioner Aybar, the Civil Service Commission voted unanimously to GRANT the disqualification appeal of Michael Shappy for Open Competitive Exam No. 1035-2743 for the position of Deputy Building Official.

2. Disqualification Appeal – Open Competitive Exam #1950-2751 – Recreation Leader

   - Mario Herrera

   Mario Herrera presented his appeal.

   James Geary spoke in favor of the appeal.

   On motion of Commissioner Aybar, Seconded by Commissioner Blum, the Civil Service Commission voted unanimously to GRANT the disqualification appeal of Mario Herrera for Open Competitive Exam No. 1950-2751 for the position of Recreation Leader.

3. Proposed Modifications to Management Pay Plan

   a. Salary Range for Superintendent of Schools
      From $185,000 - $260,000 To $210,000 - $295,000
   b. Salary Range for Chief Academic Officer
      From $150,000 - $170,000 To $170,000 - $200,000
   c. Salary Range for Public Health Director
      From $115,000 - $165,000 To $125,000 - $175,000
   d. Salary Range for Director of Personnel and Talent Management – Education
      From $130,000 - $170,000 To $140,000 - $180,000
   e. Salary Range for Police Chief
      From $135,000 - $175,000 To $155,000 - $195,000
   f. Salary Range for Deputy Police Chief
      From $125,000 - $150,000 To $135,000 - $160,000
   g. Salary Range for Fire Chief
      From $135,000 - $175,000 To $155,000 - $195,000
   h. Salary Range for Assistant Fire Chief
      From $125,000 - $150,000 To $135,000 - $160,000
   i. Salary Range of Director of Human Resources
      From $135,000 - $170,000 To $145,000 - $180,000
   j. Salary Range for Audit Director
      From $90,000 - $125,000 To $95,000 - $140,000
   k. Salary Range for Assistant Corporation Counsel
      From $110,000 - $145,000 To $125,000 - $165,000
   l. Salary Range for Information Technology Director

From $130,000 - $175,000 To $150,000 - $190,000

m. Salary Range for Library Director

From $90,000 - $125,000 To $95,000 - $140,000

n. Salary Range for City Planner

From $100,000 - $140,000 To $105,000 - $150,000

o. Salary Range for Counsel/Attorney

From $75,000 - $130,000 To $90,000 - $155,000

p. Salary Range for Chief Building Official

From $95,000 - $135,000 To $105,000 - $150,000

q. Salary Range for Purchasing Director

From $105,000 - $135,000 To $105,000 - $145,000

r. Salary Range for Director of Public Works

From $125,000 - $175,000 To $135,000 - $180,000

s. Salary Range for Director of Finance

From $120,000 - $220,000 To $160,000 - $260,000

t. Salary Range for City Engineer

From $120,000 - $150,000 To $130,000 - $155,000

u. Salary Range for Tax Collector

Add Salary Range to the Pay Plan From $120,000 -$155,000

Tara Shaw presented the proposed changes to Management Pay Plan in accordance with Section 37.042 of the Waterbury Code of Ordinances. Discussion took place.

On motion of Commissioner Work, Seconded by Commissioner Aybar the Civil Service Commission voted unanimously to APPROVE New Business item 3 on the Agenda, the proposed modifications to Management Pay Plan.

Unfinished Business

None

Correspondence to Receive and Place on File:

None

ADJOURNMENT:

On motion of Commissioner Blum, Seconded by Commissioner Work, the Civil Service Commission voted unanimously to adjourn at 6:14 P.M.

Memorandum

To: Board of Aldermen

From: Lisa Lebreiro, Program Manager, Health Department

Date: September 4, 2026

Re: **Board of Aldermen Approval Request / Executive Summary** – Lead and Healthy Homes Professional Services Contract for Waterbury Lead & Healthy Homes between the City of Waterbury and EAST WATER LAND LLC of 28 Hill Street.

The Health Department respectfully requests your approval of the above-referenced contract in the amount of $108,375.00 for Lead and Healthy Homes Professional Services between the City of Waterbury and EAST WATER LAND LLC for mitigation of seven units for housing- related health hazards and lead reduction work as set forth in the contract.

This contract was initiated under the Invitation to Bid process (Bid #8913).

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

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

Thank you,

Lisa Lebreiro,
Program Manager
Waterbury Lead & Healthy Homes

Attachment

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

OWNER-CITY AGREEMENT

This Agreement, effective on the date signed by the Mayor, is entered into by and between the **City of Waterbury**, a municipal corporation organized and existing under the laws of the State of Connecticut, having an address of 235 Grand Street, Waterbury, Connecticut ("City"), and East Water Land LLC of 230 Saw Mill River Road #417, Millwood, NY 10546 ("Owner(s)") to facilitate the mitigation of certain housing-related health hazards and the performance of certain lead hazard reduction work in accordance with the Policies and Procedures of the Waterbury Lead and Healthy Homes Program ("Program") on the property known as 28 Hill Street, Waterbury, Connecticut ("Property").

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

ARTICLE I OWNERSHIP; USE OF PROPERTY

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

ARTICLE II – AMOUNT OF ASSISTANCE; GRANT PERIOD

The Total Contract Price for the mitigation of the housing-related health hazards and the lead hazard reduction work, as set forth in the Contract is $108,375.00. The Total Grant Assistance Amount is $108,375.00. There are seven units being funded pursuant to this Agreement. Each unit shall receive $15,482.14 in Grant Assistance.

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

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

ARTICLE III – OWNER'S CONTRIBUTION

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

ARTICLE IV – DECLARATION OF RESTRICTION

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

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

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

ARTICLE V – RENT STABILIZATION; AFFORDABILITY REQUIREMENTS

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

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

For non-Owner-occupied housing:

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

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

For Owner-occupied housing:

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

ARTICLE VI – DISPLACEMENT/RELOCATION

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

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

ARTICLE VII – ACCESS TO PROPERTY AND OWNER COOPERATION

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

ARTICLE VIII – MONITORING WORK IN PROGRESS

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

ARTICLE IX – PAYMENTS TO CONTRACTOR

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

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

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

ARTICLE X – INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI – OTHER WORK

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

ARTICLE XII – DECLARATION OF RESTRICTION

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

ARTICLE XIII – PROPERTY MAINTENANCE

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

ARTICLE XIV – NON-DISCRIMINATION

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

ARTICLE XV – ACTION AGAINST CONTRACTOR

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

ARTICLE XVI – ACTION AGAINST OWNER

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

ARTICLE XVII – FORCE MAJEURE

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

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

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

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

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

ARTICLE XVIII – TERMINATION

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

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

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

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

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

ARTICLE XIX – CITY'S ETHICS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(The next page is the signature page)

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

Witnessed by:

Lisa Lebreiro

OWNER:

By: East Water Land LLC
John Reuther, Member
Date: _____

Witnessed by:

Lisa Lebreiro

OWNER:

By: East Water Land LLC
Sergio De La Mota, Member
Date: _____

CITY OF WATERBURY

Witnessed by:

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

THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/03/2026

From: **Delinquent Tax Office**

To: **Eileen Silva – Executive Compliance Office**
Public Health

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.

East Water Land, LLC
John Reuther
Sergio De La Mota
28 Hill St.
Waterbury, CT

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

CITY OF WATERBURY FIRE DEPARTMENT

September 4, 2026

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

RE: Emergency Management Performance Grant (Federal Fiscal Year 25)

Dear Honorable Members of the Board of Aldermen:

The Waterbury Fire Department respectfully requests you consider the attached resolution for the Emergency Management Performance Grant from FEMA, administered by the State Department of Emergency Management and Homeland Security. This grant is a zero match reimbursement for emergency management activities funded by the City during the Federal Fiscal Year. This grant is always paid in arrears as a reimbursement. Each year's potential funding (depending on availability of funds) is up to approximately $57,000.

The State Division of Emergency Management and Homeland Security requires the attached board resolution for authorization of the online application. This grant is a zero cost item no matching funds are necessary. No bid was necessary; this is a pass through grant. We have had over 23 years of positive experiences with this grant.

Respectfully Submitted,

Adam S. Rinko,
Director of Emergency Management
Executive Officer WFD

236 GRAND STREET, WATERBURY, CT 06702
OFFICE: (203) 597-3450

AUTHORIZING RESOLUTION OF THE

Insert Name Of Governing Body -- For Example, Town Council

CERTIFICATION:

I, Record Keeper Name, the Record Keeper Title of Name of Governing Body, do hereby certify that the following is a true and correct copy of a resolution adopted by Name of Governing Body at its duly called and held meeting on Month and Day, Year, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Name of Governing Body may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Name of Officer, as Title of Officer of Name of Governing Body, is authorized and directed to execute and deliver any and all documents on behalf of the Name of Governing Body and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Name of Officer now holds the office of Title of Officer and that he/she has held that office since Month, Day, and Year.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of Month Year.

Name and Title of Record Keeper

PLACE SEAL HERE (or "L.S." if no seal)

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

Emergency Management Performance Grant (EMPG)

History: The EMPG was created from the older hurricane and earthquake readiness programs in the early 2000's

Eligible Recipients:
All Connecticut municipalities and Tribal Nations

Purpose:
The EMPG program provides state, local, and tribal emergency management agencies with the resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation. EMPG program allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas.

Range of Eligible Projects/Example of Successful Projects:
Municipal and Tribal governments utilize EMPG funding to support their local Emergency Operations Centers. This support includes a 50% reimbursement of payroll for the Emergency Management Director and their staff, IT and communications equipment and recurring services such as high-speed internet, phones and radios.

Grant Best Practices/FAQ:
Over 55% of the local EOC staff have completed the Professional Development Series, a fully operational high band radio and interoperable communications system.

Source:
Department of Homeland Security/Federal Emergency Management Agency

Funds available:
$5,000 minimum for towns with less than 10,000 residents plus an allocation of $0.50/per capita and another $0.05/per capita for the purchase of PPE.

Annual Cycle/ Deadlines:
Application Period Starts on October 1st each year.

Grant Program Website Link:
https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant

Email address for Grant:
Contact your regional office email address

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8531 / Fax: 860.685.8902
An Affirmative Action/Equal Employment Opportunity Employer

City of Waterbury
Financial Status Report
Final Fiscal Year-End 2026

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SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Paul K. Pernerewski, Jr., Mayor
The Honorable Board of Aldermen

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

Date: September 1, 2026

Subject: City of Waterbury's Financial Status Report – June 2026

Attached please find the Financial Status Report for the operations of the City of Waterbury for the fiscal year ended June 30, 2026. The report shows that the City ended operations with positive results in the amount of $4,568,698, which is 1.02% of the FY26 Adopted Budget.

The positive results of operations were due to revenue coming in $143,678 more than budget, while also having expenditures of $4,425,020 less than appropriations in the FY26 Adopted Budget. It should be noted that the results are currently being reviewed by the City's external auditor.

The City started the 2026 fiscal year with an appropriation of the potential use of $3 million of Fund Balance. Fortunately, the positive results of operations detailed in this report did not require any use of this appropriation of Fund Balance and additionally generated a surplus of nearly $4.6 million. As may be seen in this report, a majority of the surplus was attained by departments operating within their budgets and generating additional cost savings throughout the year. The $4.4 million in unspent appropriations is almost entirely from the City's general government departments, with $98K being attributed to the Department of Education. The $144K revenue surplus is equal to 0.03% deviation from the City's $446.6 million budget.

The positive results of operations for FY26 gave the City the ability to re-designate another $3 million of Fund Balance for potential use in the FY27 Budget. The City would like to transfer $3,050,000 of the surplus for uses that will enhance its operations and financial stability, including contributions for capital projects, while also being able to increase Fund Balance reserves by $1,518,698. This budget transfer requires the approval of the Board of Aldermen and will be an item on the Board's agenda for the September 21, 2026 meeting.

The Cost Containment and Oversight Committee (CCOC) continued to meet on a weekly basis during FY26 to review personnel and purchasing requisitions, public safety overtime spending and tax collections. The CCOC communicated with department heads throughout the fiscal year to discuss the budget impacts of various purchases, programs and services. The tight expenditure controls that were practiced helped ensure that the City ended the year in a positive position.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • (203) 574-6777

The Office of the Mayor and the Office of Budget Control (OBC) extend their gratitude to all of the department heads and their staffs who continue to provide superior services to the residents and taxpayers of Waterbury and always work to achieve savings. Their hard work and dedication enabled the City to end FY26 in a strong positive position. We also thank the taxpayers of Waterbury who once again assisted the City in collecting current taxes in an amount that reached 97.9% collection of the tax levy during FY26.

More detail on specific revenue and expenditures tracked by the OBC can be found below.

Revenue

In FY26, the City of Waterbury had an adopted budget of $446,627,058. This budget was balanced by assuming there would be general revenue of $443.6 million and that the City would use $3 million of its $30.5 million Fund Balance for mill rate mitigation. As illustrated on the Revenue Summary page of this report (p. 7), the City experienced realized revenue of $446.8 million without the use of Fund Balance. The City had certain revenue line items that were received in excess of budgeted amounts, and they collectively exceeded budget by approximately $11.1 million, but there were also revenue line items that collectively did not reach budgeted amounts by $8 million. Total tax collections came in at $5.9 million over budget. We thank Tax Collector Cassie Gorman and her staff for the strong collection results again this year. More detailed information related to taxes can be found below.

In FY26, the City budgeted $256.7 million for the collection of current taxes. This is approximately $2.2 million more than the $254.5 million budgeted in FY25. The City's Grand List experienced significant growth as a result of the 10/1/22 Revaluation. FY26 was the third year of a four-year phase in of this Revaluation.

As in previous years, the City's budget was comprised mostly of tax revenue and state aid; these two line items accounted for 93% of the City's FY26 General Fund budget. More detail can be found below.

Current Taxes — This report includes several schedules on tax collections. Reports indicate that through the end of June, approximately $262.1 million in current taxes was collected against a budgeted line item of $256.7 million; this was $8.6 million or 3.39% more than the $253.5 million collected through June 2025. The collections on current taxes exceeded the FY26 budgeted amount by $5.5 million. This surplus was accomplished because the City budgets to collect current taxes at a rate of 96%, but collected approximately 97.9% by fiscal year-end.

OBC Tax schedules indicate that the City collected 97.5% of current tax collections against the adjusted levy at year-end in FY25 and 93.9% in FY24. The City appears to have collected 97.9% of its current tax levy in FY26. The Waterbury Hospital tax accounts remained in the adjusted levy at FY24 year-end, which contributed to the lower-than-normal tax collection rate that year.

FY26 was the tenth year that the City utilized two mill rates as well as received a State grant to account for the loss of local motor vehicle property tax revenue. The mill rate for real estate and personal property was 44.98 mills in FY26, which was 4.46 mills less than FY25. The FY26 budget included revenue of $238.4 million for the collection of current real estate and personal property taxes. The mill rate for motor vehicles was 32.46 mills, which is the cap pursuant to State law and the same as FY25. The FY26 budget included revenue of $18.3 million for the collection of current motor vehicle property taxes. In FY26, the City received a grant in the amount of $13 million related to the mill rate cap.

Supplemental MV, Prior Year Taxes & Interest, & Lien Fees — In FY26 these line items were budgeted at $9.55 million from all the named sources. FY26 collections for these line items were received at approximately $10.1 million.

State Aid — In FY26, the City's budget included State Aid grants in the amount of approximately $150 million, which was $5.4 million less than the amount of General Fund State Aid that was budgeted in FY25. Approximately $4.3 million of this decrease was in the motor vehicle mill rate cap grant. This was due to the fact that the City's FY26 real estate and personal property mill rate of 44.98 mills was closer to the motor vehicle mill rate cap of 32.46 mills than the FY25 real estate and personal property mill rate of 49.44 mills. Therefore, the State reimbursed the City for a smaller motor vehicle tax revenue loss.

At FY26 year-end, State Aid was received in an amount of $151.2 million, which was $1.1 million more than the budgeted $150 million. In FY26, the City budgeted $113.6 million for the General Fund portion of the ECS Grant, but actually received $113.5 million. The Alliance Grant portion of ECS, which is sent directly to the Education Department, was received in the amount of $87.5 million. The Special Education Excess Cost Grant was budgeted at $4.7 million in FY26, but was received in the amount of $5.5 million, which was $761K more than budget. The Special Education Medicaid Grant was received in an amount of $451K more than budgeted.

This report includes a detailed spreadsheet on page 47 that shows State Aid budget and actual receipts. The spreadsheet shows that $120.7 million of State Aid was related to Education.

Investment Income — In FY26, the City's budget included a line item for investment income in the amount of $3.8 million. At FY26 year-end, this line item generated revenue of $2.1 million.

Town Clerk Revenue — In FY26, the City's budget included aggregate revenue from the TC office in the amount of $2.4 million. Most of the revenue in the TC budget is received from real estate conveyance and deed recording activities. In FY25, aggregate collections of $3.3 million were received due to a strong real estate market. The real estate market continued to be strong in FY26 and actual revenue collected totaled $3.2 million at fiscal year-end. At this level, revenue exceeded budget by nearly $786K in FY26.

Police Department Revenue — In FY26, the City's budget included aggregate revenue from the Police Department of $1.265 million. The aggregate amount received by the Police Department in FY26 was approximately $1 million. Similar to FY25, a large portion of the revenue shortfall in FY26 was in the line items for fees related to parking violations, as well as on street parking. The OBC will continue to monitor these accounts closely in the new fiscal year.

Department of Inspections— In FY26, the City's budget included aggregate revenue from the Inspections Department in the amount of $2.6 million. Most of the revenue in the department is received from building permits and other permit activities. The department had a strong year in FY26, collecting $5.6 million, which was $3 million more than budget. Most permit revenue accounts significantly exceeded their budgets for the year, largely due to permit fees related to the Amazon development.

Expenditures

For most of the year, the OBC assumes that all of the "Other Expense" line items will be fully expended by year-end. We spend most of our time analyzing the vacant positions and consequent salary savings and any potential impact on the overtime accounts from keeping

vacant positions unfilled. Historically, other expense savings have proven to be significant. As stated in the May report, departments were asked to stop purchasing after the first week of June and savings were achieved. In the aggregate, FY26 expenses were $4.4 million less than appropriations, which amounts to savings of 0.99% of budget.

This report includes a three-page section called "Expenditure Summary- Budget Categories," which can be found on pages 9-11. This section illustrates that most departments operated fairly well within their approved appropriations, with many showing a modest surplus.

General Government Payroll — This report includes actual costs for all of the departments. There are spreadsheets for each department, which include final numbers for budget to actual comparisons.

The Police and Fire Departments both operated with position vacancies, as well as employees in training during FY26. This caused both departments to be over budget in their overtime accounts, but savings from position vacancies helped to cover the overages.

Police Department – The Police Department had the budgetary authority to hire up to 315 police officers and as we approached the end of FY26, they had 306 officers on staff. It is important to note that 10 of the 306 officers were in training for a portion of the year. The Police Department's detailed spreadsheet shows that the Department had a line item for overtime worth $3.2 million in FY26. The Department experienced overtime costs of $4.3 million, which was $1.1 million more than budget. Savings in the regular salaries line item related to position vacancies assisted in making up for the overtime overage. The Police Department was also able to generate savings in several other expense line items, resulting in an overall department surplus of $161K.

Fire Department – The Fire Department hired a class of new firefighters in FY25. The class finished training and became fully operational during FY26. Since the recruits were in training for a portion of FY26 and the Department had a number of vacancies throughout the fiscal year, overtime spending continued to be a challenge in FY26. The Fire Department's detailed spreadsheet shows that the Department had a line item for overtime worth $2.415 million in FY26, which included a budget transfer of $365K. The Department's overtime costs were $52K over budget for a total of $2.467 million. The regular salaries line item ended the year at $264K less than budget after benefitting from a budget transfer of $560K. The Fire Union contract was not settled at FY26 budget development time, but a successor contract was awarded during FY26. The Department required a transfer from the Contingency account to accommodate the new FY26 wage rates. The Department generated savings in several other expense line items, resulting in an overall department surplus of $139K.

Department of Public Works – This department also operated with a number of position vacancies throughout the year. The Department ended the year with a surplus of $1.5 million, $623K of which was from Personal Service line items and $900K from Other Expense line items. The Department also benefitted from transfers from the Contingency account to salary line items, which helped to accommodate wages increases awarded for FY26 that were unknown at budget development time. The harsh winter caused overtime expenses in the Street Department to be $242K over budget, but this overage was largely covered by savings in the regular salaries account generated from position vacancies. The City has been using the State's Town Aid Road grant for the purchase of sand and salt and outside contractors for snow removal. Unused balances remain in the non-lapsing grant account for future use.

Education — The Department of Education received an FY26 General Fund Appropriation of $158.4 million. Contingency and surplus funds that were set aside for the Department's use in previous fiscal years continued to be available. Once again, in FY26, the Education Department worked hard to achieve savings. The efforts of the Department resulted in a surplus of approximately $98K, after year-end transfers of savings to an education capital reserve fund. Prior year contingencies did not need to be utilized and remain available for the Education Department to address current year budgetary challenges. The Department relies on this funding to balance its budget in the absence of an increase in its General Fund appropriation. Therefore, the funding will greatly assist with balancing FY27 operations.

Other Expenses — In FY26, the City had a Contingency account of $2.5 million to cover any potential shortfalls. This was $1.5 million more than the amount budgeted in FY25. Historically, the Contingency account has been used to account for personal service account overages that could occur because of outstanding labor contracts. At FY26 budget development time, the White Collar, Management, Nurse Supervisor and Fire Union contracts were not settled for FY26. The Board of Aldermen approved a Memorandum of Agreement (MOA) for a one-year extension of the White Collar Union contract, as well as successor contracts for the Management, Nurse Supervisor and Fire Unions. Therefore, FY26 pay rates are reflected in the payroll figures in this report. As anticipated, a number of departments required budget transfers from the Contingency account to accommodate the FY26 wage increases.

The Contingency account is a source of funds for any shortfalls associated with winter expenses such as sand and salt or outside contractors and additional fuel expenses. It also provides the City with the ability to move forward with any operating budget priorities that occur during the fiscal year that were unknown at budget development time. The following table shows the budget transfer from Contingency approved by the Board of Aldermen during FY26. The table shows that $2,250,000 was transferred from Contingency to assist with personnel and utility expenses in various departments.

Contingency Account- FY26	Balance	Uses
Starting Balance	$2,500,000	
Various Depts.- Payroll; Utilities		$2,250,000
Total Transfers from Contingency	$250,000	$2,250,000

The OBC monitors some of the largest items in the budget throughout the year, but does not assume savings in these line items until they are evident at fiscal year-end. This report includes spreadsheets on year-to-date and comparison information for several large line items such as employee benefits, telephone, waste disposal fees, fuel expenses and winter expenses.

If there are any questions about this report, the OBC can be reached at 203-574-6730.

cc: Joseph A. Geary, Chief of Staff
Judith Mancini, Advisor to the Mayor
Michael LeBlanc, Director of Finance
Michael Dalton, City Clerk

CITY OF WATERBURY
FY26 - GENERAL FUND

Projections as of 6/30/26

	Budget	Projections	Difference
Revenues	$446,627,058	$446,770,736	$143,678
Expenditures	$446,627,058	$442,202,038	($4,425,020)
Result of Operations	**$0**	**$4,568,698**	**$4,568,698**

YTD Expenditures includes # of biweekly pay periods	**26**
Biweekly Pay periods to pay thru year end	**0**
YTD Expenditures includes # of weekly pay periods	**52**
Weekly Pay periods to pay thru year end	**0**

CITY OF WATERBURY FY26
REVENUE PROJECTION SUMMARY

Description	Three Year Comparables FY24 Actual	FY25 Actual	FY26 Year to Date As of 6/30/26	Projected Thru Year-End	Projected at Year-End	FY26 Adopted Budget	Variance Over/(Under)
Revenue Collector - Taxes	$251,356,371	$265,546,979	$272,261,707	$0	$272,261,707	$266,332,334	$5,929,373
Payments by Other Jurisdictions	$50,735,217	$40,485,530	$30,375,285	$0	$30,375,285	$30,336,559	$38,726
Transfers from other Funds	$4,005,725	$4,546,500	$4,490,233	$0	$4,490,233	$4,490,233	$0
Use of Fund Balance	$0	$0	$0	$0	$0	$3,000,000	($3,000,000)
Finance Dept.--Other	$6,270,080	$5,567,564	$7,341,938	$0	$7,341,938	$15,050,000	($7,708,062)
Legal Department	$31,002	$45,399	$44,393	$0	$44,393	$20,500	$23,893
City Clerk	$0	$30	$0	$0	$0	$250	($250)
Town Clerk	$3,245,821	$3,333,041	$3,202,062	$0	$3,202,062	$2,416,500	$785,562
Human Resources	$0	$730	$810	$0	$810	$1,000	($190)
Registrar of Voters	$0	$0	$0	$0	$0	$250	($250)
Assessment Department	$1,598	$265	$2,426	$0	$2,426	$1,500	$926
Purchasing Department	$0	$0	$0	$0	$0	$0	$0
Information Technology Dept.	$0	$0	$0	$0	$0	$250	($250)
Police Department	$939,808	$1,028,180	$1,048,648	$0	$1,048,648	$1,265,000	($216,352)
Fire Department	$100,984	$156,074	$198,195	$0	$198,195	$110,250	$87,945
Dept. of Public Works	$271,917	$239,172	$577,029	$0	$577,029	$386,250	$190,779
City Plan	$93,155	$84,845	$103,310	$0	$103,310	$126,000	($22,690)
Dept. of Inspection	$3,384,416	$3,370,293	$5,633,008	$0	$5,633,008	$2,622,000	$3,011,008
Health Department	$137,920	$132,456	$140,136	$0	$140,136	$191,000	($50,864)
Dept. of Education	$121,913,552	$122,391,182	$121,351,556	$0	$121,351,556	$120,277,182	$1,074,374
TOTAL	**$442,487,564**	**$446,928,240**	**$446,770,736**	**$0**	**$446,770,736**	**$446,627,058**	**$143,678**

Pluses- Revenue in excess of budget	$11,142,586
Minus Use of Fund Balance- Not used in FY26	($3,000,000)
Minuses- Revenues missing budget	($7,998,909)
Total Revenue in excess of budget	$143,678
Revenue Overage as % of budget	0.03%

CITY OF WATERBURY FY26

EXPENDITURE PROJECTION SUMMARY

Description	Three Year Comparables FY24 Actual	FY25 Actual	FY26 Expenditures As of 6/30/26	Projected Thru Year-End	Projected at Year-End	FY26 Adopted Budget	Variance Over/(Under)
General Government	$6,213,819	$6,751,960	$6,687,113	$0	$6,687,113	$7,705,586	($1,018,473)
Finance	$6,992,603	$7,393,843	$8,247,200	$0	$8,247,200	$8,679,283	($432,083)
Public Safety	$64,298,624	$67,611,952	$71,790,519	$0	$71,790,519	$72,089,820	($299,301)
Public Works	$22,643,511	$24,390,188	$25,429,580	$0	$25,429,580	$26,952,652	($1,523,072)
Planning & Development	$1,206,181	$1,455,651	$1,444,288	$0	$1,444,288	$1,686,972	($242,684)
Human Services	$7,094,606	$7,327,556	$8,022,889	$0	$8,022,889	$8,206,586	($183,697)
Operating Charges	$125,470,974	$123,214,043	$112,475,517	$0	$112,475,517	$113,047,500	($571,983)
Retirement Board	$48,330,694	$49,119,662	$49,828,399	$0	$49,828,399	$49,883,659	($55,260)
Education	$158,116,454	$158,362,759	$158,276,532	$0	$158,276,532	$158,375,000	($98,468)
TOTAL GENERAL FUND	**$440,367,466**	**$445,627,614**	**$442,202,038**	**$0**	**$442,202,038**	**$446,627,058**	**($4,425,020)**

General Government Savings	($4,326,552)
Education Savings	($98,468)
Total Savings	($4,425,020)
Savings as % of budget	0.99%

CITY OF WATERBURY FY26
EXPENDITURE PROJECTION SUMMARY

Description	Three Year Comparables FY24 Actual	FY25 Actual	FY26 Expenditures As of 6/30/26	Projected Thru Year-End	Projected at Year-End	FY26 Adopted Budget	Variance Over/(Under)
GENERAL GOVERNMENT							
101 MAYOR'S OFFICE	$957,604	$1,142,706	$1,265,945	$0	$1,265,945	$1,307,133	($41,188)
103 BOARD OF ALDERMAN	$61,999	$63,999	$63,999	$0	$63,999	$64,000	($1)
107 LEGAL DEPARTMENT	$2,484,265	$2,709,526	$2,466,936	$0	$2,466,936	$3,112,980	($646,044)
110 CITY CLERK	$247,659	$271,760	$265,814	$0	$265,814	$273,426	($7,612)
113 TOWN CLERK	$621,202	$710,324	$727,216	$0	$727,216	$762,681	($35,465)
116 HUMAN RESOURCES DEPT	$1,232,295	$1,237,627	$1,208,027	$0	$1,208,027	$1,366,847	($158,820)
119 REGISTAR OF VOTERS	$466,759	$476,107	$503,656	$0	$503,656	$595,848	($92,192)
122 CITY SHERIFF	$19,161	$20,171	$20,171	$0	$20,171	$20,171	($0)
125 PROBATE	$122,873	$119,738	$165,350	$0	$165,350	$202,500	($37,150)
SUBTOTAL	$6,213,819	$6,751,960	$6,687,113	$0	$6,687,113	$7,705,586	($1,018,473)
FINANCE							
201 DEPARTMENT OF FINANCE	$2,238,335	$2,388,114	$2,524,055	$0	$2,524,055	$2,555,575	($31,520)
204 ASSESSMENT	$729,663	$746,168	$809,207	$0	$809,207	$935,645	($126,438)
207 TAX COLLECTOR	$1,081,398	$1,168,052	$1,195,113	$0	$1,195,113	$1,363,606	($168,493)
28 PURCHASING DEPT	$314,739	$336,942	$349,379	$0	$349,379	$355,117	($5,738)
25 AUDIT	$141,010	$173,833	$137,519	$0	$137,519	$188,243	($50,724)
12 BUDGET	$181,870	$189,175	$268,104	$0	$268,104	$298,441	($30,337)
26 INFORMATION SERVICES	$2,305,588	$2,391,559	$2,963,824	$0	$2,963,824	$2,982,656	($18,832)
SUBTOTAL	$6,992,603	$7,393,843	$8,247,200	$0	$8,247,200	$8,679,283	($432,083)

Description	Three Year Comparables FY24 Actual	FY25 Actual	FY26 Expenditures As of 6/30/26	Projected Thru Year-End	Projected at Year-End	FY26 Adopted Budget	Variance Over/(Under)
PUBLIC SAFETY							
50 POLICE DEPARTMENT	$39,953,982	$42,524,820	$45,863,268	$0	$45,863,268	$46,023,906	($160,638)
55 FIRE DEPARTMENT	$24,344,642	$25,087,132	$25,927,251	$0	$25,927,251	$26,065,914	($138,663)
SUBTOTAL	$64,298,624	$67,611,952	$71,790,519	$0	$71,790,519	$72,089,820	($299,301)
DEPT OF PUBLIC WORKS							
48 DEPT. OF PUBLIC WORKS	$22,643,511	$24,390,188	$25,429,580	$0	$25,429,580	$26,952,652	($1,523,072)
SUBTOTAL	$22,643,511	$24,390,188	$25,429,580	$0	$25,429,580	$26,952,652	($1,523,072)
PLANNING & DEVELOPMENT							
47 CITY PLAN	$346,272	$368,683	$394,342	$0	$394,342	$556,395	($162,053)
56 DEPT. OF INSPECTIONS	$859,908	$1,086,968	$1,049,947	$0	$1,049,947	$1,130,577	($80,630)
SUBTOTAL	$1,206,181	$1,455,651	$1,444,288	$0	$1,444,288	$1,686,972	($242,684)
HUMAN SERVICES							
60 HEALTH DEPARTMENT	$4,893,068	$5,007,956	$5,462,026	$0	$5,462,026	$5,594,460	($132,434)
63 WBY SENIOR CENTER	$263,766	$319,697	$342,018	$0	$342,018	$364,672	($22,654)
73 SILAS BRONSON LIBRARY	$1,937,772	$1,999,903	$2,218,846	$0	$2,218,846	$2,247,454	($28,608)
SUBTOTAL	$7,094,606	$7,327,556	$8,022,889.45	$0	$8,022,889	$8,206,586	($183,697)
EDUCATION							
70 BOARD OF EDUCATION	$158,116,454	$158,362,759	$158,276,532	$0	$158,276,532	$158,375,000	($98,468)
SUBTOTAL	$158,116,454	$158,362,759	$158,276,532	$0	$158,276,532	$158,375,000	($98,468)

Description	Three Year Comparables FY24 Actual	FY25 Actual	FY26 Expenditures As of 6/30/26	Projected Thru Year-End	Projected at Year-End	FY26 Adopted Budget	Variance Over/(Under)
OPERATING CHARGES							
21 DEBT AND SUNDRY							
Employee Benefits (520's)	$80,408,542	$78,483,824	$73,677,450	$0	$73,677,450	$73,799,000	($121,550)
Purchased Prof. Services (530's)	$358,743	$320,864	$197,746	$0	$197,746	$369,000	($171,254)
Purch. Other Services (550's)	$4,000,000	$4,500,000	$5,000,000	$0	$5,000,000	$5,000,000	$0
Other Objects (580's)	$8,978,690	$8,319,355	$7,590,322	$0	$7,590,322	$7,619,500	($29,178)
Other Uses (590's)	$31,725,000	$31,590,000	$26,010,000	$0	$26,010,000	$26,260,000	($250,000)
SUBTOTAL	$125,470,974	$123,214,043	$112,475,517	$0	$112,475,517	$113,047,500	($571,983)
19 RETIREMENT BOARD	$48,330,694	$49,119,662	$49,828,399	$0	$49,828,399	$49,883,659	($55,260)
TOTAL GENERAL FUND BUDGET	**$440,367,466**	**$445,627,614**	**$442,202,038**	**$0**	**$442,202,038**	**$446,627,058**	**($4,425,020)**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
	TAX COLLECTOR - TAXES						
414000	CURRENT PROPERTY TAXES	$235,415,540	$246,198,317	$0	$246,198,317	$238,351,706	$7,846,611
414003	CURRENT MOTOR VEHICLE TAX	$18,129,204	$15,934,290	$0	$15,934,290	$18,305,628	($2,371,338)
	Total Current Year Taxes	$253,544,744	$262,132,608	$0	$262,132,608	$256,657,334	$5,475,274
414001	PRIOR YEAR PROPERTY TAXES*	$3,639,910	$3,892,980	$0	$3,892,980	$3,650,000	$242,980
414006	60 DAY TAX ACCRUAL	($160,000)	($147,000)	$0	($147,000)	$0	($147,000)
414007	CAPITAL TAX RECOVERY & MTS	($591,365)	($475,888)	$0	($475,888)	$0	($475,888)
414008	TAX OVERPAYMENTS	$2,754,637	$43,246	$0	$43,246	$0	$43,246
414010	TAX SERVE FEES	($792,249)	($779,825)	$0	($779,825)	$0	($779,825)
	Total Prior Year Taxes*	$4,850,932	$2,533,513	$0	$2,533,513	$3,650,000	($1,116,487)
414002	SUPPLEMENTAL AUTO LIST	$2,855,408	$2,667,573	$0	$2,667,573	$2,600,000	$67,573
414004	INT CURRENT PROPERTY TAXES	$1,321,896	$2,184,569	$0	$2,184,569	$1,100,000	$1,084,569
414005	INT PRIOR YEAR'S PROPERTY TAXES	$2,921,704	$2,696,705	$0	$2,696,705	$2,200,000	$496,705
425000	EXEMPTIONS FOR ELDERLY	$14,318	$11,339	$0	$11,339	$20,000	($8,661)
425001	VETERAN'S ADD'L EXP	$37,976	$34,625	$0	$34,625	$100,000	($65,375)
425002	ABATEMENT FOR ELDERLY HOUSING	$0	$0	$0	$0	$0	$0
488005	MISCELLANEOUS	$0	$775	$0	$775	$5,000	($4,225)
	TOTAL TAXES	**$265,546,979**	**$272,261,707**	**$0**	**$272,261,707**	**$266,332,334**	**$5,929,373**

* The Collection numbers reflected for "Prior Year Taxes" are affected by certain fees not budgeted but tracked separately

	PAYMENTS BY OTHER JURISDICTIONS						
422028	FEDERAL GRANT-PASS THRU	$5,500,000	$0	$0	$0	$0	$0
425008	PILOT-TIERED REIMBURSEMENT	$9,460,475	$9,118,075	$0	$9,118,075	$9,086,395	$31,680
425012	PEQUOT - STATE PROPERTIES	$2,637,435	$2,637,435	$0	$2,637,435	$2,637,435	$0
425013	MUNICIPAL REVENUE SHARING	$0	$0	$0	$0	$0	$0
425014	MRSA-MOTOR VEHICLES	$17,305,061	$13,005,170	$0	$13,005,170	$13,005,170	$0
425015	SUPPLEMENTAL REVENUE SHARING GRANT	$5,582,559	$5,614,605	$0	$5,614,605	$5,582,559	$32,046
425016	MUNICIPAL STABILIZATION GRANT	$0	$0	$0	$0	$0	$0
425018	PILOT-HOUSING AUTHORITY PROPERTIES	$0	$0	$0	$0	$25,000	($25,000)
425019	ADDITIONAL SUPPORT DISTRESSED MUNI	$0	$0	$0	$0	$0	$0
	TOTAL FROM OTHER JURISDICTIONS	**$40,485,530**	**$30,375,285**	**$0**	**$30,375,285**	**$30,336,559**	**$38,726**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
	FINANCE DEPT- OTHER REVENUE						
436000	INCOME FROM INVESTMENTS	$3,236,820	$2,092,469	$0	$2,092,469	$3,800,000	($1,707,531)
441088	RENTAL FEES OF PUBLIC BUILDINGS	$1,637,742	$1,949,572	$0	$1,949,572	$1,800,000	$149,572
441147	ONE EXCHANGE PARKING GARAGE	($28,951)	$0	$0	$0	$0	$0
445009	PROCEEDS-OFF TRACK REVENUE	$114,101	$118,249	$0	$118,249	$180,000	($61,751)
445020	OTHER CITY PORPERTY RENTS	$110,531	$90,397	$0	$90,397	$65,000	$25,397
445085	PROBATE COURT -WOLCOTT/MDBRY	$25,134	$22,898	$0	$22,898	$30,000	($7,102)
461118	MARRIOTT RAMP GARAGE	$0	$0	$0	$0	$5,000	($5,000)
472001	EMPLOYEES-FRINGE BENEFIT CONTR.	$141,811	$2,594,043	$0	$2,594,043	$8,945,000	($6,350,957)
480001	USE OF FUND BALANCE	$0	$0	$0	$0	$3,000,000	($3,000,000)
480001	USE OF FUND BALANCE - CAP PROJECTS	$0	$0	$0	$0	$0	$0
485016	DISTRESSED MUNICIPALITIES	$0	$0	$0	$0	$0	$0
485017	TELEPHONE ACCESS LINES	$324,483	$430,788	$0	$430,788	$200,000	$230,788
488005	MISCELLANEOUS	$5,892	$43,520	$0	$43,520	$25,000	$18,520
	TOTAL FINANCE OTHER REVENUE	**$5,567,564**	**$7,341,938**	**$0**	**$7,341,938**	**$18,050,000**	**($10,708,062)**
	TRANSFERS FROM OTHER FUNDS						
499001	TRANSFER-WATER FUND-SERVICE	$800,000	$800,000	$0	$800,000	$800,000	$0
499002	TRANSFER-PUBLIC UTILITY SERVICE CHG	$200,000	$200,000	$0	$200,000	$200,000	$0
499003	TRANSFER-SEWER FUND SERVICE CHARGE	$300,000	$300,000	$0	$300,000	$300,000	$0
499008	WATER FUND-FRINGE BENEFITS	$1,656,379	$1,633,643	$0	$1,633,643	$1,633,643	$0
499009	SEWER FUND-FRINGE BENEFITS	$958,000	$972,000	$0	$972,000	$972,000	$0
499011	PUBLIC UTILITY ADMIN - BENEFITS	$632,121	$584,590	$0	$584,590	$584,590	$0
	TOTAL TRANSFERS FROM OTHER FUNDS	**$4,546,500**	**$4,490,233**	**$0**	**$4,490,233**	**$4,490,233**	**$0**
	TOTAL FINANCE DEPT. REVENUE	**$50,599,594**	**$42,207,456**	**$0**	**$42,207,456**	**$52,876,792**	**($10,669,336)**

REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
1070001 LEGAL DEPARTMENT						
488005 MISCELLANEOUS	$45,399	$44,393	$0	$44,393	$20,000	$24,393
488017 LEGAL CLAIMS	$0	$0	$0	$0	$500	($500)
TOTAL LEGAL DEPARTMENT	**$45,399**	**$44,393**	**$0**	**$44,393**	**$20,500**	**$23,893**
1100001 CITY CLERK						
488005 MISCELLANEOUS	$30	$0	$0	$0	$250	($250)
TOTAL CITY CLERK	**$30**	**$0**	**$0**	**$0**	**$250**	**($250)**
1130001 TOWN CLERK						
441000 DEED RECORDING FEES	$401,735	$412,211	$0	$412,211	$400,000	$12,211
441001 DEED TRANSFER FEES	$3,549	$2,790	$0	$2,790	$3,000	($210)
441006 LANDLORD REGISTRATIONS	$0	$2,125	$0	$2,125	$500	$1,625
441010 REAL ESTATE CONVEYANCE	$2,347,457	$2,238,500	$0	$2,238,500	$1,385,000	$853,500
441014 VITAL STATISTICS FEES	$410,368	$378,975	$0	$378,975	$395,000	($16,025)
441018 RECORD COPY FEES	$67,734	$71,272	$0	$71,272	$110,000	($38,728)
441042 BURIAL AND TRANSIT PERMITS	$10,615	$10,385	$0	$10,385	$6,000	$4,385
441046 DOG LICENSES	$6,178	$5,766	$0	$5,766	$7,000	($1,234)
441052 MARRIAGE LICENSES	$12,522	$9,600	$0	$9,600	$7,000	$2,600
441084 OTHER TOWNS-VITAL STATISTICS	($90)	$74	$0	$74	$3,000	($2,926)
488005 MISCELLANEOUS	$31,303	$31,896	$0	$31,896	$20,000	$11,896
488014 DEPARTMENT CHARGES (PHOTOSTAT)	$41,670	$38,468	$0	$38,468	$80,000	($41,532)
TOTAL TOWN CLERK	**$3,333,041**	**$3,202,062**	**$0**	**$3,202,062**	**$2,416,500**	**$785,562**
1160001 HUMAN RESOURCES DEPARTMENT						
488014 DEPT. CHARGES	$730	$810	$0	$810	$1,000	($190)
TOTAL HUMAN RESOURCES DEPT	**$730**	**$810**	**$0**	**$810**	**$1,000**	**($190)**
1190001 REGISTRAR OF VOTERS						
488005 MISCELLANEOUS	$0	$0	$0	$0	$250	($250)
TOTAL ROV DEPARTMENT	**$0**	**$0**	**$0**	**$0**	**$250**	**($250)**

REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
2040001 ASSESSMENT DEPARTMENT						
441134 PHOTOCOPY FEES	$265	$176	$0	$176	$1,500	($1,324)
488005 MISCELLANEOUS	$0	$2,250	$0	$2,250	$0	$2,250
TOTAL ASSESSMENT DEPARTMENT	**$265**	**$2,426**	**$0**	**$2,426**	**$1,500**	**$926**
2100001 PURCHASING DEPARTMENT						
488005 MISCELLANEOUS	$0	$0	$0	$0	$0	$0
TOTAL PURCHASING DEPARTMENT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
2220001 INFORMATION TECHNOLOGY DEPT						
488005 MISCELLANEOUS	$0	$0	$0	$0	$250	($250)
TOTAL I.T. DEPARTMENT	**$0**	**$0**	**$0**	**$0**	**$250**	**($250)**
3010001 POLICE DEPARTMENT						
425013 MUNICIPAL REVENUE SHARING	$62,654	$70,345	$0	$70,345	$20,000	$50,345
441002 DOG POUND FEES	$2,215	$2,650	$0	$2,650	$10,000	($7,350)
441003 FALSE ALARMS FINES	$17,377	$13,775	$0	$13,775	$40,000	($26,225)
441008 PARKING VIOLATION FEES	$279,962	$266,245	$0	$266,245	$375,000	($108,755)
441018 RECORD COPY FEES	$38,361	$37,052	$0	$37,052	$15,000	$22,052
441056 MISC. LICENSES AND PERMITS	$57,617	$51,902	$0	$51,902	$40,000	$11,902
441110 RAMPGARAGES-SPRING ST.	$72,170	$52,697	$0	$52,697	$65,000	($12,303)
441115 RAMPGARAGES-BUCKINGHAM ST.	$310,940	$412,351	$0	$412,351	$350,000	$62,351
441116 SURFACE PARKING LOTS	$10,200	$18,905	$0	$18,905	$25,000	($6,095)
441117 ON STREET PARKING METERS	$938	$0	$0	$0	$30,000	($30,000)
441143 SURFACE LOT KIOSKS	$54,313	$55,588	$0	$55,588	$55,000	$588
441144 ON STREET KIOSKS	$119,282	$60,824	$0	$60,824	$225,000	($164,176)
488005 MISCELLANEOUS	$2,153	$6,314	$0	$6,314	$15,000	($8,686)
TOTAL POLICE DEPT.	**$1,028,180**	**$1,048,648**	**$0**	**$1,048,648**	**$1,265,000**	**($216,352)**
3100001 FIRE DEPARTMENT						
422020 STATE GRANT	$0	$0	$0	$0	$0	$0
422028 FEDERAL GRANT- PASS THRU	$59,136	$110,690	$0	$110,690	$25,000	$85,690
441003 FALSE ALARM FINES	$0	$0	$0	$0	$0	$0
441070 STORAGE-EXPLOSIVES PERMITS	$0	$0	$0	$0	$0	$0
441071 STORAGE-LIQUID INFLAMMABLES	$0	$0	$0	$0	$0	$0
441118 HAZ-MAT BILLING	$0	$0	$0	$0	$25,000	($25,000)
441119 FIRE MARSHALL PERMITS	$54,529	$87,429	$0	$87,429	$60,000	$27,429
488005 MISCELLANEOUS	$42,409	$76	$0	$76	$250	($174)
TOTAL FIRE DEPARTMENT	**$156,074**	**$198,195**	**$0**	**$198,195**	**$110,250**	**$87,945**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
4010001	**PUBLIC WORKS DEPARTMENT**						
422019	FED. GRANT - FEMA REIMBURSEMENT	$0	$0	$0	$0	$0	$0
441018	RECORD COPY FEES	$15	$0	$0	$0	$250	($250)
441062	REFUSE DISPOSAL CHARGE	$47,725	$184,446	$0	$184,446	$175,000	$9,446
441068	SEWER PERMITS	$25,910	$36,165	$0	$36,165	$40,000	($3,835)
441088	BUILDING RENTAL FEES	$0	$0	$0	$0	$18,000	($18,000)
441092	EVICTION FEES	$2,700	$3,000	$0	$3,000	$10,000	($7,000)
461205	RECYCLING REVENUE/LEAG BAG REVENUE	$0	$0	$0	$0	$7,500	($7,500)
488004	INSURANCE CARRIER REFUND	$124,277	$299,864	$0	$299,864	$50,000	$249,864
488005	MISCELLANEOUS	$38,545	$53,554	$0	$53,554	$70,000	($16,446)
488014	DEPARTMENT CHARGES	$0	$0	$0	$0	$500	($500)
499007	RECREATIONAL PROGRAM FEES	$0	$0	$0	$0	$15,000	($15,000)
	TOTAL PUBLIC WORKS DEPT.	**$239,172**	**$577,029**	**$0**	**$577,029**	**$386,250**	**$190,779**
5010001	**CITY PLAN COMMISSION**						
441021	STATE LAND USE SURCHARGE	$6,240	$9,180	$0	$9,180	$10,000	($820)
441076	ADMINISTRATIVE REVIEW FEES	$40,695	$44,260	$0	$44,260	$45,000	($740)
441138	CITY PLAN COMM. FEES	$1,450	$5,400	$0	$5,400	$5,000	$400
441139	ZONING COMM. FEES	$10,600	$12,250	$0	$12,250	$25,000	($12,750)
441140	ZONING BOARD OF APPLEALS FEES	$18,000	$22,650	$0	$22,650	$15,000	$7,650
441141	INLAND WETLAND FEES	$2,850	$3,850	$0	$3,850	$5,000	($1,150)
441150	STATE SIGN OFFS	$5,000	$5,700	$0	$5,700	$5,000	$700
488005	MISCELLANEOUS	$10	$20	$0	$20	$16,000	($15,980)
	TOTAL CITY PLAN COMMISSION	**$84,845**	**$103,310**	**$0**	**$103,310**	**$126,000**	**($22,690)**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
5040001	**DEPT OF INSPECTIONS**						
441041	BUILDING PERMITS	$1,691,474	$3,502,382	$0	$3,502,382	$1,325,000	$2,177,382
441045	DEMOLITION PERMITS	$5,000	$8,525	$0	$8,525	$25,000	($16,475)
441047	ELECTRICAL WORK PERMITS	$881,563	$1,065,860	$0	$1,065,860	$610,000	$455,860
441049	HEATING ETC. PERMITS	$435,303	$578,481	$0	$578,481	$500,000	$78,481
441054	OCCUPANCY PERMITS	$140,210	$123,155	$0	$123,155	$50,000	$73,155
441057	PLUMBING PERMITS	$192,285	$335,180	$0	$335,180	$100,000	$235,180
441073	STREET SIGN FEES	$23,110	$16,480	$0	$16,480	$10,000	$6,480
441083	STATE-BUILDING FEE	$1,192	$2,912	$0	$2,912	$0	$2,912
488005	MISCELLANEOUS	$157	$33	$0	$33	$2,000	($1,967)
	TOTAL DEPT. OF INSPECTIONS	**$3,370,293**	**$5,633,008**	**$0**	**$5,633,008**	**$2,622,000**	**$3,011,008**
6010001	**DEPARTMENT OF HEALTH (AU#6010001)**						
441018	RECORD COPY FEES	$0	$0	$0	$0	$0	$0
441059	PRIVATE SEWAGE DISPOSAL	$0	$0	$0	$0	$1,500	($1,500)
441063	RESTAURANT LICENSE PERMITS	$99,550	$118,100	$0	$118,100	$145,000	($26,900)
441065	ROOMING HOUSE PERMITS	$2,400	$2,700	$0	$2,700	$5,000	($2,300)
441080	PUBLIC POOLS PERMITS	$2,300	$2,000	$0	$2,000	$5,000	($3,000)
441081	TEMP FOOD PERMITS	$0	$0	$0	$0	$5,000	($5,000)
441142	COSMETOLOGY FEES	$7,850	$8,200	$0	$8,200	$15,000	($6,800)
488005	MISCELLANEOUS	$16,206	$3,836	$0	$3,836	$4,500	($664)
488014	DEPARTMENT CHARGES	$0	$0	$0	$0	$2,000	($2,000)
488022	APPLICATIONS	$4,150	$5,300	$0	$5,300	$8,000	($2,700)
	TOTAL DEPARTMENT OF HEALTH	**$132,456**	**$140,136**	**$0**	**$140,136**	**$191,000**	**($50,864)**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY25 Actual	Y-T-D As of 6/30/26	PROJECTED Thru Year-End	PROJECTED AT YEAR-END	FY26 BUDGET REVENUE	BUDGETARY DIFFERENCE
	DEPARTMENT OF EDUCATION (AU#89010004)						
422010	EDUCATION EQUALIZATION GRANT (ECS)	$113,942,555	$113,512,553	$0	$113,512,553	$113,617,182	($104,629)
422014	NON-PUBLIC SCHOOL SERVICE (NURSES)	$293,444	$281,249	$0	$281,249	$270,000	$11,249
422017	SPEC ED-AG. PLACEMENTS & EXCESS COST	$5,712,608	$5,460,745	$0	$5,460,745	$4,700,000	$760,745
422018	SPECIAL EDUCATION - MEDICAID GRANT	$1,461,390	$1,301,367	$0	$1,301,367	$850,000	$451,367
422020	STATE GRANT - OTHER	$174,980	$193,338	$0	$193,338	$175,000	$18,338
422022	SCHOOL TRANSPORTATION - NON PUBLIC	$0	$0	$0	$0	$0	$0
422023	SCHOOL TRANSPORTATION - PUBLIC	$0	$0	$0	$0	$0	$0
472007	REIMBURSEMENT FROM OTHER TOWNS	$740,425	$546,716	$0	$546,716	$500,000	$46,716
488005	MISCELLANEOUS	$211	$120	$0	$120	$50,000	($49,880)
488014	DEPARTMENT CHARGES	$65,570	$55,469	$0	$55,469	$115,000	($59,532)
	TOTAL DEPARTMENT OF EDUCATION	**$122,391,182**	**$121,351,556**	**$0**	**$121,351,556**	**$120,277,182**	**$1,074,374**
	TOTAL GENERAL FUND REVENUE	**$446,928,240**	**$446,770,736**	**$0**	**$446,770,736**	**$446,627,058**	**$143,678**

1010001 OFFICE OF THE MAYOR

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$883,777	$1,074,140	$1,185,427	$0	$1,185,427	$1,226,633	($41,206)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$0	$700	$20,865	$0	$20,865	$0	$20,865
Sub-Total--Personal Services	$883,777	$1,074,840	$1,206,292	$0	$1,206,292	$1,226,633	($20,341)
Purch. Professional Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$2,276	$0	$0	$0	$0	$4,500	($4,500)
Purch. Other Services (550's)	$3,440	$2,321	$2,647	$0	$2,647	$3,500	($853)
Supplies (560's)	$15,338	$12,510	$14,197	$0	$14,197	$15,500	($1,303)
Other Objects (580's)	$52,774	$53,036	$42,809	$0	$42,809	$57,000	($14,191)
TOTAL	$957,604	$1,142,706	$1,265,945	$0	$1,265,945	$1,307,133	($41,188)
					Bi-Weekly PP posted 6/25/2026	$39,320	

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

1030001 BOARD OF ALDERMEN

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$61,999	$63,999	$63,999	$0	$63,999	$64,000	($1)
Sub-Total--Personal Services	$61,999	$63,999	$63,999	$0	$63,999	$64,000	($1)
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$61,999	$63,999	$63,999	$0	$63,999	$64,000	($1)

1070001 LEGAL DEPARTMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,333,409	$1,287,703	$1,180,636	$0	$1,180,636	$1,772,760	($592,124)
Personal Services-Overtime (102)	$28,659	$24,985	$16,499	$0	$16,499	$0	$16,499
Personal Services-Other (other 100's)	$203,669	$243,102	$193,595	$0	$193,595	$171,020	$22,575
Sub-Total--Personal Services	$1,565,736	$1,555,790	$1,390,730	$0	$1,390,730	$1,943,780	($553,050)
Purchased Prof. Services (530's)	$857,576	$1,094,633	$1,019,925	$0	$1,019,925	$1,091,500	($71,575)
Purch. Property Services (540's)	$7,816	$8,229	$7,784	$0	$7,784	$9,400	($1,616)
Purch. Other Services (550's)	$2,420	$2,148	$2,166	$0	$2,166	$3,000	($834)
Supplies (560's)	$24,220	$28,425	$22,513	$0	$22,513	$30,000	($7,487)
Property (570's)	$5,010	$4,346	$550	$0	$550	$10,000	($9,450)
Other Objects (580's)	$21,487	$15,955	$23,269	$0	$23,269	$25,300	($2,031)
TOTAL	$2,484,265	$2,709,526	$2,466,936	$0	$2,466,936	$3,112,980	($646,044)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $34,843
Bi-Weekly Part-Time posted 6/25/2026 $7,819

1100001 CITY CLERK

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$215,616	$213,772	$238,475	$0	$238,475	$243,076	($4,601)
Personal Services-Overtime (102)	$22,924	$25,282	$18,079	$0	$18,079	$19,000	($921)
Personal Services-Other (other 100's)	$1,121	$24,417	$308	$0	$308	$0	$308
Sub-Total--Personal Services	$239,660	$263,470	$256,862	$0	$256,862	$262,076	($5,214)
Purch. Property Services (540's)	$2,056	$2,057	$2,067	$0	$2,067	$2,150	($83)
Purch. Other Services (550's)	$4,248	$4,043	$5,121	$0	$5,121	$6,000	($879)
Supplies (560's)	$1,694	$2,191	$1,763	$0	$1,763	$3,200	($1,437)
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$247,659	$271,760	$265,814	$0	$265,814	$273,426	($7,612)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026 $9,150

1130001 TOWN CLERK

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$451,342	$507,594	$536,739	$0	$536,739	$536,681	$58
Personal Services-Overtime (102)	$14,506	$22,810	$5,762	$0	$5,762	$15,000	($9,238)
Personal Services-Other (other 100's)	$0	$10,401	$1,458	$0	$1,458	$2,000	($542)
Sub-Total--Personal Services	$465,847	$540,805	$543,960	$0	$543,960	$553,681	($9,721)
Purch. Property Services (540's)	$38,729	$51,387	$51,555	$0	$51,555	$62,800	($11,245)
Purch. Other Services (550's)	$87,021	$87,350	$97,102	$0	$97,102	$110,200	($13,098)
Supplies (560's)	$29,015	$29,898	$33,505	$0	$33,505	$34,800	($1,295)
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$590	$885	$1,093	$0	$1,093	$1,200	($107)
TOTAL	$621,202	$710,324	$727,216	$0	$727,216	$762,681	($35,465)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $21,147
Bi-Weekly Part-Time posted 6/25/2026 $0

1160001 DEPARTMENT OF HUMAN RESOURCES

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$970,982	$1,045,190	$951,557	$0	$951,557	$1,000,567	($49,010)
Personal Services-Overtime (102)	$2,787	$1,221	$1,041	$0	$1,041	$15,000	($13,959)
Personal Services-Other (other 100's)	$11,897	$7,900	$46,057	$0	$46,057	$5,000	$41,057
Sub-Total--Personal Services	$985,666	$1,054,312	$998,654	$0	$998,654	$1,020,567	($21,913)
Purchased Prof. Services (530's)	$227,667	$158,611	$188,569	$0	$188,569	$298,500	($109,931)
Purch. Property Services (540's)	$2,679	$2,450	$2,521	$0	$2,521	$2,880	($359)
Purch. Other Services (550's)	$6,025	$12,228	$6,706	$0	$6,706	$29,400	($22,694)
Supplies (560's)	$10,259	$9,474	$9,908	$0	$9,908	$12,500	($2,592)
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$0	$553	$1,669	$0	$1,669	$3,000	($1,331)
TOTAL	$1,232,295	$1,237,627	$1,208,027	$0	$1,208,027	$1,366,847	($158,820)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $36,443

1190001 REGISTRAR OF VOTERS

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$225,865	$246,991	$272,832	$0	$272,832	$268,998	$3,834
Personal Services-Overtime (102)	$0	$0	$1,139	$0	$1,139	$2,500	($1,361)
Personal Services-Other (other 100's)	$144,330	$131,458	$98,600	$0	$98,600	$150,000	($51,400)
Sub-Total--Personal Services	$370,195	$378,449	$372,571	$0	$372,571	$421,498	($48,927)
Employee Benefits (520's)	$370	$45	$253	$0	$253	$500	($247)
Purchased Prof. Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$22,787	$16,674	$44,440	$0	$44,440	$47,550	($3,110)
Purch. Other Services (550's)	$67,591	$76,916	$79,070	$0	$79,070	$115,000	($35,930)
Supplies (560's)	$1,851	$1,310	$2,961	$0	$2,961	$3,000	($39)
Other Objects (580's)	$3,966	$2,714	$4,362	$0	$4,362	$8,300	($3,938)
TOTAL	$466,759	$476,107	$503,656	$0	$503,656	$595,848	($92,192)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $10,463
Bi-Weekly Part-Time posted 6/25/2026 $0

1220001 CITY SHERIFF

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$15,011	$16,021	$16,021	$0	$16,021	$16,021	($0)
Sub-Total--Personal Services	$15,011	$16,021	$16,021	$0	$16,021	$16,021	($0)
Employee Benefits (520's)	$4,150	$4,150	$4,150	$0	$4,150	$4,150	($0)
TOTAL	$19,161	$20,171	$20,171	$0	$20,171	$20,171	($0)

Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026 $616

1250001 PROBATE COURT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Purch. Property Services (540's)	$93,575	$88,124	$106,094	$0	$106,094	$110,000	($3,906)
Purch. Other Services (550's)	$18,216	$18,175	$41,985	$0	$41,985	$69,500	($27,515)
Supplies (560's)	$11,082	$10,794	$15,794	$0	$15,794	$18,500	($2,706)
Property (570's)	$0	$2,645	$1,476	$0	$1,476	$4,500	($3,024)
TOTAL	$122,873	$119,738	$165,350	$0	$165,350	$202,500	($37,150)

2010001 DEPARTMENT OF FINANCE

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$2,090,891	$2,261,728	$2,393,483	$0	$2,393,483	$2,409,425	($15,942)
Personal Services-Overtime (102)	$13,840	$8,449	$8,952	$0	$8,952	$20,000	($11,048)
Personal Services-Other (other 100's)	$59,416	$34,623	$23,326	$0	$23,326	$5,650	$17,676
Sub-Total--Personal Services	$2,164,146	$2,304,799	$2,425,761	$0	$2,425,761	$2,435,075	($9,314)
Purchased Prof. Services (530's)	$0	$149	$174	$0	$174	$1,000	($826)
Purch. Property Services (540's)	$5,080	$5,329	$5,365	$0	$5,365	$6,000	($635)
Purch. Other Services (550's)	$34,007	$35,191	$48,484	$0	$48,484	$58,000	($9,516)
Supplies (560's)	$29,580	$27,127	$25,930	$0	$25,930	$35,000	($9,070)
Property (570's)	$3,450	$10,955	$6,574	$0	$6,574	$7,500	($926)
Other Objects (580's)	$2,072	$4,565	$11,768	$0	$11,768	$13,000	($1,232)
TOTAL	$2,238,335	$2,388,114	$2,524,055	$0	$2,524,055	$2,555,575	($31,520)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $96,233

2040001 DEPARTMENT OF ASSESSMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$544,205	$621,798	$691,906	$0	$691,906	$772,665	($80,759)
Personal Services-Overtime (102)	$9,104	$9,187	$8,510	$0	$8,510	$12,000	($3,490)
Personal Services-Other (other 100's)	$102,718	$19,285	$3,398	$0	$3,398	$5,455	($2,057)
Sub-Total--Personal Services	$656,027	$650,271	$703,814	$0	$703,814	$790,120	($86,306)
Employee Benefits (520's)	$1,065	$3,867	$3,941	$0	$3,941	$13,700	($9,759)
Purchased Prof. Services (530's)	$40,417	$31,796	$34,711	$0	$34,711	$57,940	($23,229)
Purch. Property Services (540's)	$5,717	$5,685	$5,740	$0	$5,740	$8,000	($2,260)
Purch. Other Services (550's)	$18,666	$48,824	$53,259	$0	$53,259	$55,020	($1,761)
Supplies (560's)	$5,469	$3,660	$5,742	$0	$5,742	$8,300	($2,558)
Other Objects (580's)	$2,302	$2,065	$2,000	$0	$2,000	$2,565	($565)
TOTAL	$729,663	$746,168	$809,207	$0	$809,207	$935,645	($126,438)

Payroll Projections include salary accrual of: $0 Bi-Weekly PP posted 6/25/2026 $26,968
Includes projection for filling of existing vacancies - $0

2070002 DEPARTMENT OF REVENUE COLLECTION

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$866,715	$873,228	$954,656	$0	$954,656	$1,066,839	($112,183)
Personal Services-Overtime (102)	$10,334	$14,089	$9,257	$0	$9,257	$10,000	($743)
Personal Services-Other (other 100's)	$6,705	$78,623	$0	$0	$0	$25,000	($25,000)
Sub-Total--Personal Services	$883,754	$965,940	$963,913	$0	$963,913	$1,101,839	($137,926)
Purchased Prof. Services (530's)	$16,852	$17,195	$18,152	$0	$18,152	$19,800	($1,648)
Purch. Property Services (540's)	$7,502	$7,710	$8,018	$0	$8,018	$19,750	($11,732)
Purch. Other Services (550's)	$156,730	$165,504	$188,678	$0	$188,678	$201,492	($12,814)
Supplies (560's)	$12,318	$8,230	$12,535	$0	$12,535	$14,700	($2,165)
Property (570's)	$2,824	$2,561	$2,600	$0	$2,600	$3,000	($400)
Other Objects (580's)	$1,418	$912	$1,217	$0	$1,217	$3,025	($1,808)
TOTAL	$1,081,398	$1,168,052	$1,195,113	$0	$1,195,113	$1,363,606	($168,493)

Payroll Projections include salary accrual of: $0 Bi-Weekly PP posted 6/25/2026 $33,437
Includes projection for filling of existing vacancies - $0

2100001 DEPARTMENT OF PURCHASING

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$297,223	$315,003	$329,092	$0	$329,092	$333,717	($4,625)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$0	$3,115	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$297,223	$318,118	$329,092	$0	$329,092	$333,717	($4,625)
Purch. Property Services (540's)	$1,657	$1,328	$1,086	$0	$1,086	$1,475	($389)
Purch. Other Services (550's)	$13,881	$16,103	$17,313	$0	$17,313	$17,675	($362)
Supplies (560's)	$1,978	$1,393	$1,888	$0	$1,888	$2,250	($362)
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$314,739	$336,942	$349,379	$0	$349,379	$355,117	($5,738)
				Bi-Weekly PP posted 6/25/2026		$12,469	

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

2130001 DEPARTMENT OF AUDIT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$123,463	$170,259	$135,312	$0	$135,312	$171,933	($36,621)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$6,854	$0	$1,422	$0	$1,422	$0	$1,422
Sub-Total--Personal Services	$130,317	$170,259	$136,734	$0	$136,734	$171,933	($35,199)
Purchased Prof. Services (530's)	$1,336	$699	$0	$0	$0	$2,000	($2,000)
Supplies (560's)	$522	$295	$20	$0	$20	$1,500	($1,480)
Property (570's)	$7,150	$0	$0	$0	$0	$10,560	($10,560)
Other Objects (580's)	$1,685	$2,580	$765	$0	$765	$2,250	($1,485)
TOTAL	$141,010	$173,833	$137,519	$0	$137,519	$188,243	($50,724)
				Bi-Weekly PP posted 6/25/2026		$7,779	

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

2190001 DEPARTMENT OF BUDGET CONTROL

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$175,525	$181,486	$261,408	$0	$261,408	$292,791	($31,383)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$3,375	$3,477	$3,477	$0	$3,477	$0	$3,477
Sub-Total--Personal Services	$178,900	$184,963	$264,885	$0	$264,885	$292,791	($27,906)
Purch. Other Services (550's)	$2,246	$2,251	$2,045	$0	$2,045	$2,500	($455)
Supplies (560's)	$724	$1,961	$1,174	$0	$1,174	$3,000	($1,826)
Other Objects (580's)	$0	$0	$0	$0	$0	$150	($150)
TOTAL	$181,870	$189,175	$268,104	$0	$268,104	$298,441	($30,337)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $11,184

2220001 DEPT. OF INFORMATION TECHNOLOGY

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,304,276	$1,286,786	$1,454,148	$0	$1,454,148	$1,466,440	($12,292)
Personal Services-Overtime (102)	$3,125	$3,075	$8,195	$0	$8,195	$4,000	$4,195
Personal Services-Other (other 100's)	$5,261	$37,285	$40,732	$0	$40,732	$45,000	($4,268)
Sub-Total--Personal Services	$1,312,662	$1,327,145	$1,503,075	$0	$1,503,075	$1,515,440	($12,365)
Purchased Prof. Services (530's)	$2,906	$485	$684	$0	$684	$875	($191)
Purch. Property Services (540's)	$651,959	$746,429	$1,121,263	$0	$1,121,263	$1,123,139	($1,876)
Purch. Other Services (550's)	$317,715	$294,030	$314,655	$0	$314,655	$317,152	($2,497)
Supplies (560's)	$1,463	$1,451	$2,172	$0	$2,172	$2,200	($28)
Property (570's)	$12,459	$12,022	$12,965	$0	$12,965	$14,800	($1,835)
Other Objects (580's)	$6,424	$9,996	$9,010	$0	$9,010	$9,050	($40)
TOTAL	$2,305,588	$2,391,559	$2,963,824	$0	$2,963,824	$2,982,656	($18,832)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026 $54,251

3010001 POLICE DEPARTMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$27,215,433	$29,919,983	$31,991,420	$0	$31,991,420	$33,324,156	($1,332,736)
Personal Services-Overtime (102)	$4,394,146	$3,909,751	$4,336,288	$0	$4,336,288	$3,200,000	$1,136,288
Personal Services-Other (other 100's)	$1,801,429	$1,664,638	$2,049,849	$0	$2,049,849	$1,920,912	$128,937
Sub-Total--Personal Services	$33,411,008	$35,494,372	$38,377,557	$0	$38,377,557	$38,445,068	($67,511)
Employee Benefits (520's)	$548,200	$573,961	$579,306	$0	$579,306	$583,000	($3,694)
Purchased Prof. Services (530's)	$3,127,891	$3,257,551	$3,274,038	$0	$3,274,038	$3,294,740	($20,702)
Purch. Property Services (540's)	$1,682,390	$1,999,659	$2,277,598	$0	$2,277,598	$2,300,090	($22,492)
Purch. Other Services (550's)	$123,564	$165,066	$155,173	$0	$155,173	$173,015	($17,842)
Supplies (560's)	$953,742	$948,060	$1,074,355	$0	$1,074,355	$1,098,398	($24,043)
Property (570's)	$97,893	$75,386	$115,307	$0	$115,307	$116,450	($1,143)
Other Objects (580's)	$9,294	$10,765	$9,934	$0	$9,934	$13,145	($3,211)
Other Uses (590's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$39,953,982	$42,524,820	$45,863,268	$0	$45,863,268	$46,023,906	($160,638)

Payroll Projections include salary accrual of: $0
Includes Workers Compensation credit of - $0
Includes DOE credit for SRO positions of - $707,000
Includes COPS Grant credit of - $100,000
Vacant positions create savings in regular salaries but increase use of overtime
Includes projection for filling existing vacancies - $0

Bi-Weekly PP posted 6/25/2026	$85,403
Weekly PP posted 6/25/2026	$591,956
Current Year Weekly Average Overtime	$83,390
Last Year's Average Weekly OT	$75,188

3100001 FIRE DEPARTMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$19,255,966	$19,182,745	$20,361,832	$0	$20,361,832	$20,625,454	($263,622)
Personal Services-Overtime (102)	$1,974,090	$2,533,976	$2,467,431	$0	$2,467,431	$2,415,000	$52,431
Personal Services-Other (other 100's)	$1,571,232	$1,736,177	$1,434,501	$0	$1,434,501	$1,223,625	$210,876
Sub-Total--Personal Services	$22,801,289	$23,452,898	$24,263,764	$0	$24,263,764	$24,264,079	($315)
Employee Benefits (520's)	$128,660	$132,908	$139,208	$0	$139,208	$145,000	($5,792)
Purchased Prof. Services (530's)	$63,699	$70,918	$77,351	$0	$77,351	$86,000	($8,649)
Purch. Property Services (540's)	$457,890	$520,216	$539,374	$0	$539,374	$579,610	($40,236)
Purch. Other Services (550's)	$80,480	$78,360	$84,443	$0	$84,443	$98,000	($13,557)
Supplies (560's)	$724,560	$717,621	$710,524	$0	$710,524	$753,125	($42,601)
Property (570's)	$84,550	$112,804	$109,500	$0	$109,500	$129,100	($19,600)
Other Objects (580's)	$3,515	$1,407	$3,089	$0	$3,089	$11,000	($7,911)
Other Uses (590's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$24,344,642	$25,087,132	$25,927,251	$0	$25,927,251	$26,065,914	($138,663)

Payroll Projections include salary accrual of: $0
Includes Workers Compensation credit of - $0
Vacant positions create savings in regular salaries but increase use of overtime
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026	$22,463
Weekly PP posted 6/25/2026	$364,184
Current Year Weekly Average Overtime	$47,451
Last Year's Average Weekly OT	$48,730

48 DEPARTMENT OF PUBLIC WORKS

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$9,814,290	$10,545,977	$11,071,916	$0	$11,071,916	$11,843,124	($771,208)
Personal Services-Overtime (102)	$1,027,621	$1,082,680	$1,359,146	$0	$1,359,146	$964,000	$395,146
Personal Services-Other (other 100's)	$1,677,619	$1,607,034	$1,701,543	$0	$1,701,543	$1,948,653	($247,110)
Sub-Total--Personal Services	$12,519,530	$13,235,691	$14,132,604	$0	$14,132,604	$14,755,777	($623,173)
Employee Benefits (520's)	$69,168	$84,591	$94,662	$0	$94,662	$104,558	($9,896)
Purchased Prof. Services (530's)	$284,566	$312,182	$342,305	$0	$342,305	$357,020	($14,715)
Purch. Property Services (540's)	$7,141,917	$7,737,923	$7,765,333	$0	$7,765,333	$8,395,432	($630,099)
Purch. Other Services (550's)	$37,558	$40,983	$43,027	$0	$43,027	$54,237	($11,210)
Supplies (560's)	$2,466,987	$2,852,446	$2,965,032	$0	$2,965,032	$3,178,324	($213,292)
Property (570's)	$7,915	$4,863	$12,740	$0	$12,740	$16,000	($3,260)
Other Objects (580's)	$65,870	$71,509	$73,878	$0	$73,878	$91,304	($17,426)
Other Uses (590's)	$50,000	$50,000	$0	$0	$0	$0	$0
TOTAL	$22,643,511	$24,390,188	$25,429,580	$0	$25,429,580	$26,952,652	($1,523,072)

Department wide payroll	
Bi-Weekly PP posted 6/25/2026	$133,794
Weekly PP posted 6/25/2026	$140,018
	$273,812

5010001 CITY PLAN

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$312,979	$333,190	$349,353	$0	$349,353	$504,225	($154,872)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$5,500	($5,500)
Personal Services-Other (other 100's)	$2,883	$2,352	$2,352	$0	$2,352	$0	$2,352
Sub-Total--Personal Services	$315,862	$335,542	$351,705	$0	$351,705	$509,725	($158,020)
Employee Benefits (520's)	$876	$318	$393	$0	$393	$1,000	($607)
Purchased Prof. Services (530's)	$1,936	$1,578	$4,737	$0	$4,737	$6,800	($2,063)
Purch. Property Services (540's)	$4,097	$3,975	$4,143	$0	$4,143	$4,500	($357)
Purch. Other Services (550's)	$12,332	$17,894	$23,039	$0	$23,039	$23,470	($431)
Supplies (560's)	$2,046	$2,113	$1,565	$0	$1,565	$1,700	($135)
Property (570's)	$2,106	$1,059	$0	$0	$0	$200	($200)
Other Objects (580's)	$7,018	$6,204	$8,760	$0	$8,760	$9,000	($240)
TOTAL	$346,272	$368,683	$394,342	$0	$394,342	$556,395	($162,053)

Includes projection for filling of existing vacancies - $0 Bi-Weekly PP posted 6/25/2026 $13,227
Payroll Projections include salary accrual of: $0

5040001 DEPARTMENT OF INSPECTIONS

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$794,660	$903,346	$977,122	$0	$977,122	$972,851	$4,271
Personal Services-Overtime (102)	$7,458	$3,680	$1,674	$0	$1,674	$7,500	($5,826)
Personal Services-Other (other 100's)	$9,733	$127,678	$20,798	$0	$20,798	$75,826	($55,028)
Sub-Total--Personal Services	$811,851	$1,034,704	$999,594	$0	$999,594	$1,056,177	($56,583)
Employee Benefits (520's)	$28,733	$33,586	$31,567	$0	$31,567	$40,000	($8,433)
Purchased Prof. Services (530's)	$0	$0	$0	$0	$0	$1,200	($1,200)
Purch. Other Services (550's)	$3,123	$3,528	$3,357	$0	$3,357	$4,700	($1,343)
Supplies (560's)	$8,933	$9,389	$8,558	$0	$8,558	$14,000	($5,442)
Property (570's)	$4,494	$2,768	$3,241	$0	$3,241	$7,500	($4,259)
Other Objects (580's)	$2,775	$2,992	$3,630	$0	$3,630	$7,000	($3,370)
TOTAL	$859,908	$1,086,968	$1,049,947	$0	$1,049,947	$1,130,577	($80,630)

Includes projection for filling of existing vacancies - $0 Bi-Weekly PP posted 6/25/2026 $37,795
Payroll Projections include salary accrual of: $0

601 HEALTH DEPARTMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$3,686,864	$4,089,176	$4,601,193	$0	$4,601,193	$4,756,085	($154,892)
Personal Services-Overtime (102)	$39,792	$39,181	$74,014	$0	$74,014	$40,000	$34,014
Personal Services-Other (other 100's)	$1,076,165	$782,414	$683,670	$0	$683,670	$675,905	$7,765
Sub-Total--Personal Services	$4,802,821	$4,910,771	$5,358,876	$0	$5,358,876	$5,471,990	($113,114)
Employee Benefits (520's)	$1,402	$1,450	$1,620	$0	$1,620	$1,740	($120)
Purchased Prof. Services (530's)	$358	$494	$291	$0	$291	$2,800	($2,509)
Purch. Property Services (540's)	$5,506	$4,501	$4,264	$0	$4,264	$7,025	($2,761)
Purch. Other Services (550's)	$12,817	$14,961	$17,595	$0	$17,595	$18,700	($1,105)
Supplies (560's)	$32,705	$31,081	$36,926	$0	$36,926	$40,500	($3,574)
Other Objects (800's)	$37,458	$44,697	$42,453	$0	$42,453	$51,705	($9,252)
TOTAL	$4,893,068	$5,007,956	$5,462,026	$0	$5,462,026	$5,594,460	($132,434)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026	$207,195
Weekly PP posted 6/25/2026	$0
Seasonal Wages posted 6/25/2026	$0

603 WATERBURY SENIOR CENTER

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$146,197	$182,871	$190,166	$0	$190,166	$207,172	($17,006)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$14,772	$24,548	$43,215	$0	$43,215	$33,000	$10,215
Sub-Total--Personal Services	$160,969	$207,419	$233,381	$0	$233,381	$240,172	($6,791)
Employee Benefits (520's)	$0	$0	$0	$0	$0	$0	$0
Purchased Prof. Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$72,237	$75,258	$73,093	$0	$73,093	$81,600	($8,507)
Purch. Other Services (550's)	$0	$5,116	$3,750	$0	$3,750	$6,000	($2,250)
Supplies (560's)	$30,560	$31,904	$31,793	$0	$31,793	$36,900	($5,107)
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$263,766	$319,697	$342,018	$0	$342,018	$364,672	($22,654)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026	$7,173

7010001 SILAS BRONSON LIBRARY

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,410,462	$1,462,436	$1,610,727	$0	$1,610,727	$1,610,299	$428
Personal Services-Overtime (102)	$10,354	$6,641	$6,096	$0	$6,096	$10,000	($3,904)
Personal Services-Other (other 100's)	$80,859	$65,956	$88,446	$0	$88,446	$85,405	$3,041
Sub-Total--Personal Services	$1,501,675	$1,535,033	$1,705,269	$0	$1,705,269	$1,705,704	($435)
Employee Benefits (520's)	$803	$1,037	$1,022	$0	$1,022	$1,050	($28)
Purch. Property Services (540's)	$178,686	$186,829	$215,069	$0	$215,069	$223,400	($8,331)
Purch. Other Services (550's)	$1,915	$1,382	$1,470	$0	$1,470	$2,000	($530)
Supplies (560's)	$54,937	$63,899	$68,941	$0	$68,941	$83,300	($14,359)
Property (570's)	$193,531	$209,363	$220,000	$0	$220,000	$220,000	($0)
Other Objects (580's)	$6,225	$2,360	$7,075	$0	$7,075	$12,000	($4,925)
TOTAL	$1,937,772	$1,999,903	$2,218,846	$0	$2,218,846	$2,247,454	($28,608)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026	$57,183
Weekly PP posted 6/25/2026	$3,369
Bi-Weekly Part-Time posted 6/25/2026	$2,837

1001 DEBT AND SUNDRY

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Employee Benefits (520's)							
ER FICA Costs - General Gov.	$761,704	$785,706	$840,665	$0	$840,665	$795,000	$45,665
ER FICA Costs - Education	$1,142,561	$1,166,024	$1,114,634	$0	$1,114,634	$1,193,000	($78,366)
ER Medicare Costs - General Gov.	$1,362,388	$1,446,511	$1,551,436	$0	$1,551,436	$1,476,000	$75,436
ER Medicare Costs - Education	$2,507,866	$2,630,638	$2,664,380	$0	$2,664,380	$2,717,000	($52,620)
ER 401(A) Match - General Gov.	$245,157	$324,701	$339,821	$0	$339,821	$330,000	$9,821
ER 401(A) Match - Education	$78,384	$81,048	$83,426	$0	$83,426	$89,000	($5,574)
Employer Drop Plan Contribution	$115,934	$121,866	$128,101	$0	$128,101	$131,000	($2,899)
Group Life Insurance - General Gov.	$326,161	$332,711	$340,468	$0	$340,468	$336,000	$4,468
Group Life Insurance - Education	$573,297	$595,596	$615,551	$0	$615,551	$612,000	$3,551
Major Medical Health Ins. - Actives	$34,112,089	$29,540,773	$25,906,508	$0	$25,906,508	$25,906,508	$0
Major Medical Health Ins. - Retired	$37,887,911	$39,959,227	$39,093,492	$0	$39,093,492	$39,093,492	$0
Unemployment Comp. - General Gov.	$126,173	$70,792	$97,128	$0	$97,128	$150,000	($52,872)
Unemployment Comp. - Education	$168,916	$228,230	$201,839	$0	$201,839	$270,000	($68,161)
Heart and Hypertension Contribution	$1,000,000	$1,200,000	$700,000	$0	$700,000	$700,000	$0
Purchased Prof. Services (530's)							
Professional Services	$248,243	$203,864	$98,587	$0	$98,587	$250,000	($151,413)
Auditing	$110,500	$117,000	$99,159	$0	$99,159	$119,000	($19,841)
Purch. Other Services (550's)							
General Liability	$2,500,000	$2,700,000	$3,050,000	$0	$3,050,000	$3,050,000	$0
Property Insurance	$1,500,000	$1,800,000	$1,950,000	$0	$1,950,000	$1,950,000	$0
Other Objects (580's)							
Municipal Groups	$390,117	$399,803	$397,364	$0	$397,364	$400,000	($2,636)
Holiday Activities	$55,500	$55,500	$55,500	$0	$55,500	$55,500	$0
Senior Citizen Activities	$326,217	$129,507	$419,386	$0	$419,386	$420,000	($614)
Area Health Systems	$17,000	$17,000	$17,000	$0	$17,000	$17,000	$0
Culture/Youth Activities	$352,000	$352,000	$352,000	$0	$352,000	$352,000	$0
Mayor's Council on Culture	$40,542	$40,000	$39,990	$0	$39,990	$40,000	($10)
Taxes to Other Towns	$47,314	$25,545	$9,082	$0	$9,082	$35,000	($25,918)
Worker's Compensation	$7,000,000	$6,500,000	$5,500,000	$0	$5,500,000	$5,500,000	$0
Waterbury Promise	$500,000	$500,000	$500,000	$0	$500,000	$500,000	$0
Waterbury Land Bank	$250,000	$300,000	$300,000	$0	$300,000	$300,000	$0
Other Uses (590's)							
Transfers to Capital Improvement Funds	$3,375,000	$4,450,000	$500,000	$0	$500,000	$500,000	$0
Transfers to Debt Service	$22,500,000	$22,500,000	$22,000,000	$0	$22,000,000	$22,000,000	$0
Transfer to WDC	$1,100,000	$1,250,000	$1,250,000	$0	$1,250,000	$1,250,000	$0
Transfer to Special Revenue Fund	$1,950,000	$1,790,000	$600,000	$0	$600,000	$600,000	$0
Transfer to Vehicle Replacement Fund	$2,550,000	$1,500,000	$1,500,000	$0	$1,500,000	$1,500,000	$0
Transfer to Golf Courses	$0	$0	$0	$0	$0	$0	$0
Transfer to NVRDC	$250,000	$100,000	$25,000	$0	$25,000	$25,000	$0
Transfer to Community Development	$0	$0	$135,000	$0	$135,000	$135,000	$0
Contingency	$0	$0	$0	$0	$0	$250,000	($250,000)
Accruals	$0	$0	$0	$0	$0	$0	$0
TOTAL	$125,470,974	$123,214,043	$112,475,517	$0	$112,475,517	$113,047,500	($571,983)

1019 RETIREMENT BOARD

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Transfers to Pension Plan	$23,100,463	$24,709,249	$26,282,479	$0	$26,282,479	$26,282,479	$0
Purchased Prof. Services (530's)	$44,555	$75,553	$61,740	$0	$61,740	$115,000	($53,260)
Purch. Other Services (550's)	$136	$0	$0	$0	$0	$1,000	($1,000)
Other Objects (580's)	$0	$0	$0	$0	$0	$1,000	($1,000)
Transfers to Debt Service	$25,185,540	$24,334,860	$23,484,180	$0	$23,484,180	$23,484,180	$0
TOTAL	$48,330,694	$49,119,662	$49,828,399	$0	$49,828,399	$49,883,659	($55,260)
GENERAL GOVERNMENT EXP.	**$282,251,012**	**$287,264,855**	**$283,925,506**	**$0**	**$283,925,506**	**$288,252,058**	**($4,326,552)**

800 DEPARTMENT OF EDUCATION

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$88,403,353	$84,435,721	$79,594,491	$0	$79,594,491	$79,116,354	$478,137
Personal Services-Overtime	$1,559,470	$1,388,878	$905,902	$0	$905,902	$1,075,000	($169,098)
Personal Services-Early Incentive	$1,231,933	$1,372,677	$711,075	$0	$711,075	$526,072	$185,003
Sub-Total--Personal Services	$91,194,756	$87,197,276	$81,211,468	$0	$81,211,468	$80,717,426	$494,042
Employee Benefits (520's)	$9,143,776	$10,130,428	$11,127,023	$0	$11,127,023	$11,123,566	$3,457
Purchased Prof. Services (530's)	$625,063	$4,978,218	$6,064,983	$0	$6,064,983	$6,139,839	($74,856)
Purch. Property Services (540's)	$6,435,170	$7,247,076	$7,329,055	$0	$7,329,055	$7,544,640	($215,585)
Purch. Other Services (550's)	$43,469,469	$41,724,082	$43,377,624	$0	$43,377,624	$43,661,739	($284,115)
Supplies (560's)	$4,547,276	$4,595,178	$5,073,093	$0	$5,073,093	$5,080,457	($7,364)
Property (570's)	$188,142	$202,341	$188,783	$0	$188,783	$200,881	($12,098)
Other Objects (580's)	$621,759	$596,605	$600,946	$0	$600,946	$602,893	($1,948)
Transfers (590's)	$1,891,044	$1,691,556	$3,303,558	$0	$3,303,558	$3,303,559	($1)
TOTAL EDUCATION EXP.	**$158,116,454**	**$158,362,759**	**$158,276,532**	**$0**	**$158,276,532**	**$158,375,000**	**($98,468)**
TOTAL GENERAL FUND EXP.	**$440,367,466**	**$445,627,614**	**$442,202,038**	**$0**	**$442,202,038**	**$446,627,058**	**($4,425,020)**

48 DEPARTMENT OF PUBLIC WORKS

DEPARTMENT SUMMARY PAGE

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$9,814,290	$10,545,977	$11,071,916	$0	$11,071,916	$11,843,124	($771,208)
Personal Services-Overtime (102)	$1,027,621	$1,082,680	$1,359,146	$0	$1,359,146	$964,000	$395,146
Personal Services-Other (other 100's)	$1,677,619	$1,607,034	$1,701,543	$0	$1,701,543	$1,948,653	($247,110)
Sub-Total--Personal Services	$12,519,530	$13,235,691	$14,132,604	$0	$14,132,604	$14,755,777	($623,173)
Employee Benefits (520's)	$69,168	$84,591	$94,662	$0	$94,662	$104,558	($9,896)
Purchased Prof. Services (530's)	$284,566	$312,182	$342,305	$0	$342,305	$357,020	($14,715)
Purch. Property Services (540's)	$7,141,917	$7,737,923	$7,765,333	$0	$7,765,333	$8,395,432	($630,099)
Purch. Other Services (550's)	$37,558	$40,983	$43,027	$0	$43,027	$54,237	($11,210)
Supplies (560's)	$2,466,987	$2,852,446	$2,965,032	$0	$2,965,032	$3,178,324	($213,292)
Property (570's)	$7,915	$4,863	$12,740	$0	$12,740	$16,000	($3,260)
Other Objects (580's)	$65,870	$71,509	$73,878	$0	$73,878	$91,304	($17,426)
Other Uses (590's)	$50,000	$50,000	$0	$0	$0	$0	$0
TOTAL	$22,643,511	$24,390,188	$25,429,580	$0	$25,429,580	$26,952,652	($1,523,072)

Department-wide payroll

Bi-Weekly PP posted 6/25/2026	$133,794
Weekly PP posted 6/25/2026	$140,018
	$273,812

4010001 OFFICE OF DIRECTOR OF PUBLIC WORKS

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$670,687	$701,185	$733,354	$0	$733,354	$746,727	($13,373)
Personal Services-Overtime (102)	$254	$1,651	$989	$0	$989	$2,000	($1,011)
Personal Services-Other (other 100's)	$3,771	$3,109	$3,109	$0	$3,109	$0	$3,109
Sub-Total--Personal Services	$674,713	$705,945	$737,452	$0	$737,452	$748,727	($11,275)
Employee Benefits (520's)	$0	$0	$0	$0	$0	$0	$0
Purchased Prof. Services (530's)	$1,777	$2,375	$0	$0	$0	$2,500	($2,500)
Purch. Property Services (540's)	$12,193	$6,760	$13,109	$0	$13,109	$14,039	($930)
Purch. Other Services (550's)	$36,613	$40,151	$42,570	$0	$42,570	$49,437	($6,867)
Supplies (560's)	$10,719	$12,195	$10,945	$0	$10,945	$13,500	($2,555)
Property (570's)	$502	$1,167	$1,021	$0	$1,021	$2,000	($979)
Other Objects (580's)	$5,318	$5,892	$5,970	$0	$5,970	$13,225	($7,256)
TOTAL	$741,834	$774,484	$811,067	$0	$811,067	$843,428	($32,361)

Payroll Projections include salary accrual of: $0 — Bi-Weekly PP posted 6/25/2026 — $27,345
Includes projection for filling of existing vacancies - $0

4040001 DEPARTMENT OF ENGINEERING

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,143,279	$1,242,618	$1,339,833	$0	$1,339,833	$1,551,441	($211,608)
Personal Services-Overtime (102)	$17,255	$11,887	$20,505	$0	$20,505	$15,000	$5,505
Personal Services-Other (other 100's)	$60,611	$73,950	$131,144	$0	$131,144	$88,538	$42,606
Sub-Total--Personal Services	$1,221,145	$1,328,454	$1,491,482	$0	$1,491,482	$1,654,979	($163,497)
Employee Benefits (520's)	$1,115	$3,362	$3,029	$0	$3,029	$4,500	($1,471)
Purchased Prof. Services (530's)	$263,569	$291,332	$304,355	$0	$304,355	$313,445	($9,090)
Purch. Property Services (540's)	$80,037	$87,317	$118,393	$0	$118,393	$132,493	($14,100)
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$3,500	($3,500)
Supplies (560's)	$21,073	$25,084	$38,081	$0	$38,081	$40,500	($2,419)
Property (570's)	$4,064	$666	$7,876	$0	$7,876	$10,000	($2,124)
Other Objects (580's)	$2,133	$2,470	$1,974	$0	$1,974	$7,489	($5,515)
TOTAL	$1,593,137	$1,738,685	$1,965,191	$0	$1,965,191	$2,166,906	($201,715)

Payroll Projections include salary accrual of: $0 — Bi-Weekly PP posted 6/25/2026 — $53,274
Includes projection for filling of existing vacancies - $0 — Weekly PP posted 6/25/2026 — $0

4070001 PARKS DEPARTMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,495,707	$1,525,899	$1,644,821	$0	$1,644,821	$1,688,349	($43,528)
Personal Services-Overtime (102)	$277,968	$275,533	$293,119	$0	$293,119	$195,000	$98,119
Personal Services-Other (other 100's)	$173,423	$158,677	$152,604	$0	$152,604	$268,252	($115,648)
Sub-Total--Personal Services	$1,947,098	$1,960,108	$2,090,544	$0	$2,090,544	$2,151,601	($61,057)
Employee Benefits (520's)	$7,568	$7,978	$9,087	$0	$9,087	$9,450	($363)
Purch. Property Services (540's)	$465,297	$604,928	$630,165	$0	$630,165	$680,700	($50,535)
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$0	$0
Supplies (560's)	$213,674	$260,115	$216,210	$0	$216,210	$252,000	($35,790)
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$1,465	$1,015	$1,195	$0	$1,195	$3,000	($1,805)
Other Uses (590's)	$50,000	$50,000	$0	$0	$0	$0	$0
TOTAL	$2,685,102	$2,884,144	$2,947,202	$0	$2,947,202	$3,096,751	($149,550)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026	$8,383
Weekly PP posted 6/25/2026	$27,368
Seasonal Wages posted 6/25/2026	$11,942

4070002 DEPARTMENT OF PUBLIC BUILDINGS

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$959,210	$1,127,431	$1,204,468	$0	$1,204,468	$1,246,414	($41,946)
Personal Services-Overtime (102)	$91,547	$55,083	$69,029	$0	$69,029	$75,000	($5,971)
Personal Services-Other (other 100's)	$350	$2,369	$2,369	$0	$2,369	$350	$2,019
Sub-Total--Personal Services	$1,051,106	$1,184,884	$1,275,867	$0	$1,275,867	$1,321,764	($45,897)
Employee Benefits (520's)	$20,980	$20,528	$23,802	$0	$23,802	$25,800	($1,998)
Purch. Property Services (540's)	$1,037,313	$1,382,988	$1,307,211	$0	$1,307,211	$1,397,601	($90,390)
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$0	$0
Supplies (560's)	$402,165	$490,848	$652,329	$0	$652,329	$704,100	($51,771)
TOTAL	$2,511,563	$3,079,248	$3,259,208	$0	$3,259,208	$3,449,265	($190,057)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026	$4,039
Weekly PP posted 6/25/2026	$21,100

4070003 BUREAU OF LEISURE

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$402,871	$504,300	$525,251	$0	$525,251	$530,896	($5,645)
Personal Services-Overtime (102)	$31,565	$44,696	$61,770	$0	$61,770	$60,000	$1,770
Personal Services-Other (other 100's)	$1,161,085	$1,111,205	$1,124,690	$0	$1,124,690	$1,281,445	($156,755)
Sub-Total--Personal Services	$1,595,521	$1,660,201	$1,711,710	$0	$1,711,710	$1,872,341	($160,631)
Employee Benefits (520's)	$0	$0	$0	$0	$0	$0	$0
Purch. Professional Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$0	$5,641	$9,599	$0	$9,599	$10,950	($1,351)
Supplies (560's)	$7,299	$5,851	$8,452	$0	$8,452	$10,600	($2,148)
Other Objects (580's)	$775	$6,029	$7,005	$0	$7,005	$9,000	($1,995)
TOTAL	$1,603,594	$1,677,723	$1,736,766	$0	$1,736,766	$1,902,891	($166,125)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $18,311
Seasonal Wages posted 6/25/2026 $14,628

4100001 CENTRAL VEHICLE MAINTENANCE

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,282,733	$1,247,090	$1,298,038	$0	$1,298,038	$1,365,561	($67,523)
Personal Services-Overtime (102)	$71,938	$109,396	$123,740	$0	$123,740	$110,000	$13,740
Personal Services-Other (other 100's)	$0	$14,668	$42,977	$0	$42,977	$0	$42,977
Sub-Total--Personal Services	$1,354,671	$1,371,154	$1,464,756	$0	$1,464,756	$1,475,561	($10,805)
Employee Benefits (520's)	$7,291	$7,205	$7,156	$0	$7,156	$7,466	($310)
Purchased Prof. Services (530's)	$320	$2,700	$3,350	$0	$3,350	$4,000	($650)
Purch. Property Services (540's)	$264,640	$300,482	$301,639	$0	$301,639	$304,500	($2,861)
Purch. Other Services (550's)	$945	$832	$457	$0	$457	$1,000	($544)
Supplies (560's)	$518,186	$516,385	$532,610	$0	$532,610	$547,000	($14,390)
Property (570's)	$3,349	$3,031	$3,843	$0	$3,843	$4,000	($157)
Other Objects (580's)	$8,179	$8,004	$9,694	$0	$9,694	$10,350	($656)
TOTAL	$2,157,582	$2,209,792	$2,323,504	$0	$2,323,504	$2,353,877	($30,373)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026 $7,981
Weekly PP posted 6/25/2026 $20,805

4100002 REFUSE COLLECTION

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$2,587,278	$2,709,788	$2,757,037	$0	$2,757,037	$2,897,366	($140,329)
Personal Services-Overtime (102)	$265,512	$229,152	$230,434	$0	$230,434	$190,000	$40,434
Personal Services-Other (other 100's)	$201,874	$188,075	$173,886	$0	$173,886	$232,776	($58,890)
Sub-Total--Personal Services	$3,054,664	$3,127,015	$3,161,357	$0	$3,161,357	$3,320,142	($158,785)
Employee Benefits (520's)	$20,289	$22,244	$23,175	$0	$23,175	$26,114	($2,939)
Purchased Prof. Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$5,041,599	$5,117,884	$5,204,866	$0	$5,204,866	$5,609,887	($405,021)
Supplies (560's)	$96,008	$160,316	$115,210	$0	$115,210	$121,500	($6,290)
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$8,212,560	$8,427,460	$8,504,608	$0	$8,504,608	$9,077,643	($573,035)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026	$4,298
Weekly PP posted 6/25/2026	$48,974
Seasonal Wages posted 6/25/2026	$4,153

4100003 STREET DEPARTMENT

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,069,417	$1,247,515	$1,312,185	$0	$1,312,185	$1,552,524	($240,339)
Personal Services-Overtime (102)	$263,408	$344,531	$547,330	$0	$547,330	$305,000	$242,330
Personal Services-Other (other 100's)	$76,505	$54,981	$70,611	$0	$70,611	$77,292	($6,681)
Sub-Total--Personal Services	$1,409,329	$1,647,028	$1,930,126	$0	$1,930,126	$1,934,816	($4,690)
Employee Benefits (520's)	$11,633	$22,790	$28,412	$0	$28,412	$30,428	($2,016)
Purchased Prof. Services (530's)	$400	$1,000	$2,100	$0	$2,100	$4,000	($1,900)
Purch. Property Services (540's)	$203,334	$187,943	$146,535	$0	$146,535	$188,000	($41,465)
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$300	($300)
Supplies (560's)	$1,174,216	$1,368,255	$1,374,710	$0	$1,374,710	$1,461,000	($86,290)
Other Objects (580's)	$48,000	$48,000	$48,000	$0	$48,000	$48,000	$0
TOTAL	$2,846,912	$3,275,016	$3,529,883	$0	$3,529,883	$3,666,544	($136,661)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 6/25/2026	$5,578
Weekly PP posted 6/25/2026	$19,212
Seasonal Wages posted 6/25/2026	$3,121

4100004 NORTH END DISPOSAL

Description	6/30/24 FY24 Audited	6/30/25 FY25 Audited	Year to Date **As of 6/30/26**	Projected Thru Year-End	Projected at Year End	FY26 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$203,108	$240,150	$256,928	$0	$256,928	$263,846	($6,918)
Personal Services-Overtime (102)	$8,175	$10,752	$12,229	$0	$12,229	$12,000	$229
Personal Services-Other (other 100's)	$0	$0	$152	$0	$152	$0	$152
Sub-Total--Personal Services	$211,282	$250,902	$269,309	$0	$269,309	$275,846	($6,537)
Employee Benefits (520's)	$293	$485	$0	$0	$0	$800	($800)
Purchased Prof. Services (530's)	$18,500	$14,775	$32,500	$0	$32,500	$33,075	($575)
Purch. Property Services (540's)	$37,505	$43,980	$33,814	$0	$33,814	$57,262	($23,448)
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$0	$0
Supplies (560's)	$23,647	$13,397	$16,486	$0	$16,486	$28,124	($11,638)
Other Objects (580's)	$0	$99	$40	$0	$40	$240	($200)
TOTAL	$291,226	$323,637	$352,150	$0	$352,150	$395,347	($43,197)

Payroll Projections include salary accrual of: $0
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 6/25/2026 $4,586
Weekly PP posted 6/25/2026 $2,559

WATERBURY POLICE DEPARTMENT
THREE YEAR HISTORY - WEEKLY OVERTIME COSTS

FY23	FY24	FY25	FY26	Pay Period Posted	Pay P. Count	FY26 Estimates	Diff. In Estimates
$41,154	$22,031	$0	$17,999	7/10/25	1 B	$17,999	$17,999
$83,128	$126,420	$94,281	$77,561	7/17/25	2	$77,561	($16,720)
$74,661	$108,143	$98,147	$105,591	7/24/25	3 B	$105,591	$7,444
$97,593	$103,693	$97,856	$71,760	7/31/25	4	$71,760	($26,096)
$75,289	$91,317	$77,422	$81,977	8/7/25	5 B	$81,977	$4,555
$77,263	$112,376	$73,964	$75,078	8/14/25	6	$75,078	$1,113
$96,834	$103,166	$89,066	$87,886	8/21/25	7 B	$87,886	($1,179)
$63,628	$82,785	$82,200	$86,521	8/28/25	8	$86,521	$4,321
$67,662	$97,486	$89,952	$108,683	9/4/25	9 B	$108,683	$18,731
$77,307	$82,357	$73,009	$89,754	9/11/25	10	$89,754	$16,745
$84,241	$104,077	$89,126	$99,482	9/18/25	11 B	$99,482	$10,357
$83,910	$106,709	$59,079	$90,038	9/25/25	12	$90,038	$30,959
$71,937	$83,768	$103,422	$105,195	10/2/25	13 B	$105,195	$1,773
$53,537	$75,946	$94,169	$89,643	10/9/25	14	$89,643	($4,525)
$80,731	$96,403	$91,917	$88,438	10/16/25	15 B	$88,438	($3,479)
$65,412	$88,082	$71,726	$78,849	10/23/25	16	$78,849	$7,122
$84,391	$95,231	$109,224	$101,190	10/30/25	17 B	$101,190	($8,034)
$83,183	$69,080	$70,452	$92,166	11/6/25	18	$92,166	$21,714
$84,983	$91,959	$79,717	$113,584	11/13/25	19 B	$113,584	$33,867
$82,923	$94,202	$63,524	$82,378	11/20/25	20	$82,378	$18,854
$106,107	$101,431	$81,556	$77,591	11/26/25	21 B	$77,591	($3,966)
$74,287	$104,805	$74,728	$110,478	12/4/25	22	$110,478	$35,750
$91,752	$83,430	$64,561	$81,987	12/11/25	23 B	$81,987	$17,425
$70,809	$85,913	$71,058	$66,104	12/18/25	24	$66,104	($4,955)
$60,516	$100,988	$70,066	$81,408	12/24/25	25 B	$81,408	$11,342
$70,568	$114,721	$53,181	$51,304	12/31/25	26	$51,304	($1,877)
$91,973	$96,254	$59,536	$94,427	1/8/26	27 B	$94,427	$34,891
$66,696	$65,636	$70,994	$72,335	1/15/26	28	$72,335	$1,341
$80,100	$78,902	$87,038	$80,383	1/22/26	29 B	$80,383	($6,656)
$77,707	$76,953	$67,263	$84,891	1/29/26	30	$84,891	$17,628
$80,635	$84,597	$96,644	$89,760	2/5/26	31 B	$89,760	($6,884)
$77,549	$100,588	$57,039	$63,808	2/12/26	32	$63,808	$6,769
$102,440	$88,353	$86,936	$86,165	2/19/26	33 B	$86,165	($771)
$71,950	$78,026	$50,779	$81,391	2/26/26	34	$81,391	$30,611
$113,434	$65,631	$92,478	$79,872	3/5/26	35 B	$79,872	($12,606)
$88,839	$73,136	$110,248	$69,379	3/12/26	36	$69,379	($40,869)
$114,227	$62,277	$86,963	$92,145	3/19/26	37 B	$92,145	$5,182
$78,142	$72,809	$79,697	$74,987	3/26/26	38	$74,987	($4,710)
$104,323	$71,391	$76,138	$91,693	4/2/26	39 B	$91,693	$15,555
$101,744	$62,910	$85,054	$90,599	4/9/26	40	$90,599	$5,545
$98,024	$90,506	$79,841	$116,533	4/16/26	41 B	$116,533	$36,692
$110,956	$63,320	$81,553	$95,615	4/23/26	42	$95,615	$14,062
$90,785	$93,174	$105,297	$112,240	4/30/26	43 B	$112,240	$6,943
$113,717	$76,966	$84,571	$99,035	5/7/26	44	$99,035	$14,464
$88,210	$88,097	$77,013	$100,911	5/14/26	45 B	$100,911	$23,898
$99,896	$93,567	$79,791	$99,109	5/21/26	46	$99,109	$19,319
$96,553	$97,412	$103,821	$94,450	5/28/26	47 B	$94,450	($9,372)
$124,904	$83,190	$117,960	$100,442	6/4/26	48	$100,442	($17,518)
$107,223	$115,077	$96,866	$109,273	6/11/26	49 B	$109,273	$12,407
$85,206	$85,236	$74,349	$87,416	6/18/26	50	$87,416	$13,068
$108,937	$63,243	$97,451	$95,523	6/25/26	51 B	$95,523	($1,929)
$82,426	$83,776	$63,599	$79,431	7/2/26	52	$79,431	$15,832
$58,240	$81,716	$73,710	$110,159	7/9/26	53 B	$110,159	$36,450
($156,019)	($225,114)	($356,280)	($328,325)			($328,325)	$27,955
$4,362,622	$4,394,146	$3,909,751	$4,336,288			$4,336,288	$426,537
$3,200,000	$2,700,000	$3,200,000	$3,200,000			$4,336,288	Adj. in Rprt
($1,162,622)	($1,694,146)	($709,751)	($1,136,288)			$0	

Grant Credits/Adjustments
Total Cost
Budgeted Amount
Budgetary Diff.

Average of last 12 weeks worked **$98,634**
Current fiscal year weekly OT average **$83,390**
Prior fiscal year weekly OT average **$75,188**

WATERBURY FIRE DEPARTMENT
THREE YEAR HISTORY - WEEKLY OVERTIME COSTS

FY23	FY24	FY25	FY26	Pay Period Posted	Pay P. Count	FY26 Estimates	Diff. In Estimates
$42,333	$45,949	$34,851	$19,899	7/10/25	1 B	$19,899	($14,952)
$38,818	$58,626	$41,499	$95,294	7/17/25	2	$95,294	$53,795
$54,387	$37,886	$35,147	$67,414	7/24/25	3 B	$67,414	$32,267
$40,629	$49,827	$38,417	$53,248	7/31/25	4	$53,248	$14,831
$48,213	$59,905	$43,227	$51,736	8/7/25	5 B	$51,736	$8,510
$36,967	$55,656	$47,132	$82,043	8/14/25	6	$82,043	$34,911
$54,884	$69,394	$27,790	$34,686	8/21/25	7 B	$34,686	$6,896
$26,108	$45,077	$36,344	$33,250	8/28/25	8	$33,250	($3,094)
$23,689	$58,036	$49,631	$46,929	9/4/25	9 B	$46,929	($2,701)
$39,909	$72,009	$53,186	$33,416	9/11/25	10	$33,416	($19,770)
$57,193	$47,750	$60,789	$46,845	9/18/25	11 B	$46,845	($13,944)
$44,395	$56,627	$71,314	$39,542	9/25/25	12	$39,542	($31,772)
$31,941	$56,262	$74,156	$53,902	10/2/25	13 B	$53,902	($20,254)
$38,664	$52,678	$43,460	$33,913	10/9/25	14	$33,913	($9,547)
$58,304	$52,819	$54,366	$28,478	10/16/25	15 B	$28,478	($25,887)
$31,413	$55,844	$46,203	$32,522	10/23/25	16	$32,522	($13,681)
$69,661	$62,849	$54,640	$28,196	10/30/25	17 B	$28,196	($26,444)
$54,906	$49,647	$41,202	$32,417	11/6/25	18	$32,417	($8,786)
$67,287	$60,634	$62,766	$32,895	11/13/25	19 B	$32,895	($29,872)
$63,837	$48,636	$39,772	$33,917	11/20/25	20	$33,917	($5,855)
$45,324	$59,423	$57,087	$37,451	11/26/25	21 B	$37,451	($19,637)
$48,458	$56,595	$64,447	$41,423	12/4/25	22	$41,423	($23,024)
$83,168	$50,944	$54,451	$52,042	12/11/25	23 B	$52,042	($2,409)
$55,729	$50,792	$55,093	$51,554	12/18/25	24	$51,554	($3,539)
$50,366	$81,571	$48,472	$102,126	12/24/25	25 B	$102,126	$53,654
$79,349	$74,699	$82,527	$60,060	12/31/25	26	$60,060	($22,467)
$44,002	$58,834	$65,008	$88,765	1/8/26	27 B	$88,765	$23,757
$35,618	$38,959	$20,673	$34,073	1/15/26	28	$34,073	$13,399
$21,192	$44,011	$51,776	$18,757	1/22/26	29 B	$18,757	($33,019)
$38,679	$28,920	$41,486	$48,109	1/29/26	30	$48,109	$6,624
$42,677	$24,139	$37,307	$39,170	2/5/26	31 B	$39,170	$1,862
$44,443	$11,129	$32,687	$25,812	2/12/26	32	$25,812	($6,876)
$34,715	$19,012	$48,537	$31,014	2/19/26	33 B	$31,014	($17,523)
$25,956	$6,818	$40,101	$35,057	2/26/26	34	$35,057	($5,044)
$24,647	$15,625	$50,065	$40,883	3/5/26	35 B	$40,883	($9,181)
$28,090	$8,726	$33,284	$25,941	3/12/26	36	$25,941	($7,343)
$24,229	$15,318	$31,237	$42,399	3/19/26	37 B	$42,399	$11,162
$16,323	$14,012	$40,477	$32,403	3/26/26	38	$32,403	($8,074)
$25,143	$15,116	$41,148	$41,095	4/2/26	39 B	$41,095	($54)
$34,193	$12,198	$30,390	$24,671	4/9/26	40	$24,671	($5,719)
$37,499	$20,217	$28,405	$37,680	4/16/26	41 B	$37,680	$9,276
$23,149	$22,468	$36,901	$41,699	4/23/26	42	$41,699	$4,798
$26,426	$17,400	$55,745	$30,130	4/30/26	43 B	$30,130	($25,615)
$19,785	$14,550	$52,726	$40,959	5/7/26	44	$40,959	($11,767)
$38,373	$13,406	$46,365	$52,035	5/14/26	45 B	$52,035	$5,670
$32,602	$20,721	$58,902	$53,558	5/21/26	46	$53,558	($5,343)
$43,051	$21,114	$59,779	$47,155	5/28/26	47 B	$47,155	($12,624)
$43,235	$25,778	$58,482	$51,107	6/4/26	48	$51,107	($7,375)
$39,422	$18,857	$47,892	$66,836	6/11/26	49 B	$66,836	$18,944
$41,258	$26,671	$77,345	$62,002	6/18/26	50	$62,002	($15,343)
$57,670	$43,524	$57,656	$60,025	6/25/26	51 B	$60,025	$2,369
$58,004	$24,437	$66,713	$75,599	7/2/26	52	$75,599	$8,887
$10,765	$637	$44,764	$97,778	7/9/26	53 B	$97,778	$53,013
($55,018)	($78,640)	($39,845)	($2,477)			($2,477)	$37,368
$2,142,063	$1,974,090	$2,533,976	$2,467,431			$2,467,431	($66,545)
$1,900,000	$2,050,000	$2,050,000	$2,415,000			$2,467,431	Adj. in Rprt
($242,063)	$75,910	($483,976)	($52,431)			$0	

Grant Credits/Adjustments
Total Cost
Budgeted Amount
Budgetary Diff.

Average of last 12 weeks worked **$56,574**
Current fiscal year weekly OT average **$47,451**
Prior fiscal year weekly OT average **$48,730**

PROPERTY TAX COLLECTIONS REPORT FOR FY25 AND FY26

PROPERTY TAX COLLECTION AND PROJECTION REPORT: THROUGH JUNE 30, 2026

	Current Collected	Remaining Current	All Collected	All at Yr End
FY25	$253,544,744	$0	$ 264,283,662	$ 265,494,684
FY26	$262,132,608	$0	$ 273,574,435	$ 272,214,968
	$8,587,864	$0	$ 9,290,774	$ 6,720,284
	3.39%	0.00%	3.52%	2.53%

Month	Current Year Taxes Actual FY 25	Current Year Taxes YTD & Proj FY 26	Prior Year Taxes Actual FY 25	Prior Year Taxes YTD & Proj FY 26	Supplemental MV Actual FY 25	Supplemental MV YTD & Proj FY 26	Interest Current Year Tx Actual FY 25	Interest Current Year Tx YTD & Proj FY 26	Interest Prior Year Taxes Actual FY 25	Interest Prior Year Taxes YTD & Proj FY 26	Total Collections FY 25	Total Collections FY 26
July	$128,328,999	$96,231,672	($1,162,834)	$490,021	$0	$0	$77,336	$83,859	$247,770	$276,346	$127,491,270	$97,081,897
August	$19,409,528	$51,807,305	$748,198	$465,077	$0	$0	$63,561	$69,588	$224,964	$225,022	$20,446,251	$52,566,991
September	$3,564,329	$3,590,182	$681,946	$292,754	$0	$0	$141,932	$152,883	$241,170	$244,470	$4,629,377	$4,280,289
October	$2,155,039	$1,785,418	$730,768	$404,642	$0	$0	$67,865	$60,096	$268,122	$238,013	$3,221,793	$2,488,169
November	$1,812,249	$1,581,110	$207,866	$370,042	$0	$0	$47,144	$56,413	$272,034	$177,196	$2,339,293	$2,184,761
December	$14,258,693	$26,537,508	$270,704	$341,431	$66,482	$4,919	$83,533	$59,916	$145,886	$190,138	$14,825,299	$27,133,912
January	$66,916,669	$52,435,200	$319,005	($43,847)	$1,500,824	$1,090,825	$84,952	$86,473	$142,986	$135,245	$68,964,435	$53,703,898
February	$8,971,921	$11,159,349	$318,493	$367,581	$604,107	$831,014	$132,571	$143,539	$171,294	$213,113	$10,198,386	$12,714,596
March	$4,535,852	$12,944,563	$557,766	$425,550	$427,895	$379,404	$297,069	$1,070,567	$279,571	$293,405	$6,098,153	$15,113,489
April	$1,719,383	$1,468,611	$449,622	$368,508	$134,825	$152,761	$121,299	$137,446	$474,822	$273,587	$2,899,950	$2,400,914
May	$787,863	$932,580	$290,003	$187,485	$77,163	$116,370	$87,194	$118,647	$240,386	$206,266	$1,482,609	$1,561,348
June	$1,084,218	$1,659,110	$228,373	$223,737	$44,112	$92,279	$117,442	$145,142	$212,700	$223,905	$1,686,846	$2,344,172
Subtotal Collection	$253,544,744	$262,132,608	$3,639,910	$3,892,980	$2,855,408	$2,667,573	$1,321,896	$2,184,569	$2,921,704	$2,696,705	$264,283,662	$273,574,435
Subtotal Collection	$253,544,744	$262,132,608	$3,639,910	$3,892,980	$2,855,408	$2,667,573	$1,321,896	$2,184,569	$2,921,704	$2,696,705	$264,283,662	$273,574,435
% of Budget	99.6%	102.1%	99.7%	106.7%	109.8%	102.6%	120.2%	198.6%	132.8%	122.6%	100.1%	102.8%
% of Levy	97.5%	97.9%	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
60 day entry			($358,000)	($198,000)							($358,000)	($198,000)
60 day entry			$198,000	$51,000							$198,000	$51,000
Adj. (3rd party fees)			($1,383,614)	($1,255,713)							($1,383,614)	($1,255,713)
Adj. Overpayments			$2,754,637	$43,246							$2,754,637	$43,246
Total Year-End	$ 253,544,744	$ 262,132,608	$ 4,850,932	$ 2,533,513	$ 2,855,408	$ 2,667,573	$ 1,321,896	$ 2,184,569	$ 2,921,704	$ 2,696,705	$ 265,494,684	$ 272,214,968
% of Budget	99.6%	102.1%	132.9%	69.4%	109.8%	102.6%	120.2%	198.6%	132.8%	122.6%	100.6%	102.3%
% of Levy	97.5%	97.9%	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Budget	$ 254,492,324	$ 256,657,334	$ 3,650,000	$ 3,650,000	$ 2,600,000	$ 2,600,000	$ 1,100,000	$ 1,100,000	$ 2,200,000	$ 2,200,000	$ 264,042,324	$ 266,207,334
Adjusted Levy	$260,043,256	$267,850,878	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Budget Collect %	96.0%	96.0%	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Mill Rate	49.44	44.98										
Italics=Projected												

Total Collections	Actuals FY 25	Actuals FY 26	Incremental Difference	Percentage Difference
1st Quarter	$152,566,898	$153,929,177	$1,362,279	0.89%
2nd Quarter	$20,386,385	$31,806,841	$11,420,457	56.02%
3rd Quarter	$85,260,974	$81,531,983	($3,728,991)	-4.37%
4th Quarter	$6,069,405	$6,306,434	$237,029	3.91%
Totals	$264,283,662	$273,574,435	$9,290,774	3.52%

	Projection For 60 Day Entry	Actuals as of 8/31/26	0 days Balance to Collect	Potential Tax Impact $ 6,007,634
Current Taxes			$0	$0
Prior Year Taxes	$50,000	$51,000	$1,000	($1,000)
Supplemental			$0	$0
Current Interest			$0	$0
Prior Interest			$0	$0
Total	$50,000	$51,000	$1,000	($1,000)

City of Waterbury
Revenue Collection and
Contractual Disbursements

Revenue Collected for Month Fiscal Year 2025-2026

	Current Taxes	$264,332,400.76	
	Current Interest	$2,024,457.53	
	Prior Taxes	$5,562,815.22	
	Prior Interest	$1,864,872.30	
	Liens	$28,068.00	
	Fees ***	$1,162,694.54	
	Parking Tickets	$267,101.67	
	Advance of Levy	$17,118.50	
	C-PACE	$0.00	
	Over and Shorts	$647.09	
	Current Revenue Collected	$275,260,175.61	
Plus*	***Deferred Revenue June 2025***	$0.00	
	Total Revenue Collected	$275,260,175.61	
***Less **	***60 Day Entry***	$0.00	
	Bounced Checks FY 25-26	$1,249,881.10	
	Refunds FY 25-26	$763,449.23	
	Bank Fees FY 25-26	$0.00	
	Sub Total Tax Refund, Bounced Checks & Bank Fees	$2,013,330.33	
Less **	Water/ Sewer Collections	$3,556,441.69	$278,816,617.30
	Tax Serv Fees	$758,458.47	
	Sub Total Tax Serv Contract	$4,314,900.16	
	MTS Taxes and Interest @ 45%	$359,638.94	
	Capital Tax Recovery Taxes and Interest @ 40%	$36,623.73	
	CTR Fees	$13,950.00	
	Sub Total MTS and CTR	$410,212.67	
	Total Contractual Disbursements	$6,738,443.16	

Revenue Collected FY 2025 2026	$275,260,175.61
Less Contractual Disbursements	($6,738,443.16)
Bounced checks and Refunds	
Total Revenue for City of Waterbury	$268,521,732.45

*** *Fees include Warrants,Nsf Checks Fees, Ct Tax Fraud Fees and TaxServ Fees*
*** *Monthly wire Fund Transfers made from Finance Office*

City of Waterbury
Revenue Collection and
Contractual Disbursements

Revenue Collected for Month June 2026

	Current Taxes	$1,053,139.91	
	Current Interest	$127,348.60	
	Prior Taxes	$230,714.20	
	Prior Interest	$134,118.00	
	Liens	$5,164.00	
	Fees ***	$109,027.51	
	Parking Tickets	$17,940.34	
	Advance of Levy	$0.00	
	C-PACE	$0.00	
	Over and Shorts	$3.04	
	Current Revenue Collected	$1,677,455.60	
Plus*	***Deferred Revenue June 2025***	$0.00	
	Total Revenue Collected	$1,677,455.60	
Less *			
	60 Day Entry	$0.00	
	Bounced Checks FY 25-26	$7,605.48	
	Refunds FY 25-26	$37,760.48	
	Bank Fees FY 25-26	$0.00	
	Sub Total Tax Refund, Bounced Checks & Bank Fees	$45,365.96	
Less **			
	Water/ Sewer Collections	$287,154.29	$1,964,609.89
	Tax Serv Fees	$96,331.09	
	Sub Total Tax Serv Contract	$383,485.38	
	MTS Taxes and Interest @ 45%	$27,850.41	
	Capital Tax Recovery Taxes and Interest @ 40%	$1,877.98	
	CTR Fees	$1,250.00	
	Sub Total MTS and CTR	$30,978.39	
	Total Contractual Disbursements	$459,829.73	

Revenue Collected June 2026	$1,677,455.60
Less Contractual Disbursements	($459,829.73)
Bounced checks and Refunds	
Total Revenue for City of Waterbury	$1,217,625.87

*** *Fees include Warrants,Nsf Checks Fees, Ct Tax Fraud Fees and TaxServ Fees*
*** *Monthly wire Fund Transfers made from Finance Office*

STATE AID FORMULA GRANTS	FY25 ACTUAL RECEIPTS	FY26 CITY ADOPTED BUDGET	RECEIVED TO DATE As of 6/30/26	BALANCE TO BE RECEIVED	TOTAL COLLECTED AT YEAR END	BUDGET IMPACT AT YEAR END
STATE AID - FORMULA GRANTS - CITY						
P.I.L.O.T. -- TIERED REIMBURSEMENT	$9,460,475	$9,086,395	$9,118,075	$0	$9,118,075	$31,680
PEQUOT -- STATE PROPERTIES GRANT	$2,637,435	$2,637,435	$2,637,435	$0	$2,637,435	$0
MUNICIPAL REVENUE SHARING	$0	$0	$0	$0	$0	$0
MRSA-MOTOR VEHICLES	$17,305,061	$13,005,170	$13,005,170	$0	$13,005,170	$0
SUPPLEMENTAL REVENUE SHARING GRANT	$5,582,559	$5,582,559	$5,614,605	$0	$5,614,605	$32,046
MUNICIPAL STABILIZATION GRANT	$0	$0	$0	$0	$0	$0
Subtotal	$34,985,530	$30,311,559	$30,375,285	$0	$30,375,285	$63,726
STATE AID - FORMULA GRANTS - EDUCATION						
EDUCATION EQUALIZATION (ECS)	$113,942,555	$113,617,182	$113,512,553	$0	$113,512,553	($104,629)
NON-PUBLIC SCHOOL TRANSPORTATION	$0	$0	$0	$0	$0	$0
PUBLIC SCHOOL TRANSPORTATION	$0	$0	$0	$0	$0	$0
Subtotal	$113,942,555	$113,617,182	$113,512,553	$0	$113,512,553	($104,629)
Subtotal - Formula Grants	$148,928,085	$143,928,741	$143,887,838	$0	$143,887,838	($40,903)
STATE AID - REIMBURSEMENTS						
EXEMPTIONS FOR ELDERLY	$14,318	$20,000	$11,339	$0	$11,339	($8,661)
VETERANS ADDITIONAL EXEMPTION	$37,976	$100,000	$34,625	$0	$34,625	($65,375)
ABATEMENT FOR ELDERLY HOUSING	$0	$0	$0	$0	$0	$0
DISTRESSED MUNICIPALITIES	$0	$0	$0	$0	$0	$0
STATE AID - REIMBURSEMENTS - EDUCATION						
SPECIAL EDUCATION REIMBURSEMENTS	$5,712,608	$4,700,000	$5,460,745	$0	$5,460,745	$760,745
NON-PUBLIC SCHOOL SERVICE (NURSES)	$293,444	$270,000	$281,249	$0	$281,249	$11,249
SPECIAL EDUCATION - MEDICAID GRANT	$1,461,390	$850,000	$1,301,367	$0	$1,301,367	$451,367
STATE GRANT - OTHER	$174,980	$175,000	$193,338	$0	$193,338	$18,338
Subtotal	$7,694,716	$6,115,000	$7,282,663	$0	$7,282,663	$1,167,663
Total	$156,622,801	$150,043,741	$151,170,501	$0	$151,170,501	$1,126,760

CITY OF WATERBURY - PENSION PLAN

Pension Plan Payments to Retirees

	Fiscal Year 19/20	Fiscal Year 20/21	Fiscal Year 21/22	Fiscal Year 22/23	Fiscal Year 23/24	Fiscal Year 24/25		Fiscal Year 25/26
July	$4,146,181	$4,203,851	$4,228,120	$4,300,182	$4,368,772	$4,443,042		$4,547,503
August	$4,160,287	$4,208,925	$4,236,796	$4,305,591	$4,405,472	$4,480,321		$4,562,435
September	$4,157,798	$4,193,764	$4,235,959	$4,278,994	$4,413,460	$4,481,613		$4,557,798
October	$4,177,368	$4,212,863	$4,273,684	$4,311,462	$4,403,007	$4,493,003		$4,563,242
November	$4,188,672	$4,215,503	$4,273,008	$4,314,876	$4,410,718	$4,488,471		$4,556,209
December	$4,157,900	$4,189,544	$4,255,506	$4,319,215	$4,411,232	$4,625,674		$4,547,096
January	$4,166,980	$4,191,130	$4,268,555	$4,295,177	$4,381,509	$4,487,711		$4,547,244
February	$4,165,375	$4,207,153	$4,256,974	$4,342,060	$4,399,507	$4,474,650		$4,507,746
March	$4,152,425	$4,189,044	$4,278,719	$4,340,141	$4,426,356	$4,491,880		$4,520,919
April	$4,172,219	$4,192,081	$4,273,265	$4,367,057	$4,415,428	$4,511,668		$4,539,764
May	$4,176,598	$4,207,456	$4,285,305	$4,374,569	$4,457,190	$4,476,115		$4,543,540
June	$4,159,752	$4,205,884	$4,296,865	$4,369,321	$4,449,218	$4,504,396		$4,552,087
Total	$49,981,553	$50,417,198	$51,162,756	$51,918,647	$52,941,870	$53,958,541		$54,545,582
GF Contribution	$21,096,073	$21,829,498	$22,515,092	$23,545,674	$23,100,463	$24,709,249		$26,282,479
Interest Needed	($28,885,480)	($28,587,700)	($28,647,664)	($28,372,973)	($29,841,407)	($29,249,292)		($28,263,103)
Bold = Actuals								
Italics = Projections								

	Fiscal Year 19/20	Fiscal Year 20/21	Fiscal Year 21/22	Fiscal Year 22/23	Fiscal Year 23/24	Fiscal Year 24/25		Fiscal Year 25/26
July	$438,177	$574,007	$572,905	$423,319	$451,727	$512,179		$653,040
August	$553,175	$416,649	$419,016	$466,433	$547,463	$620,580		$552,977
September	$503,624	$486,596	$566,295	$615,394	$535,425	$580,041		$603,952
October	$592,383	$587,591	$830,861	$511,309	$554,886	$782,083		$811,931
November	$543,325	$500,243	$498,554	$501,712	$734,249	$593,088		$650,380
December	$674,722	$840,782	$828,027	$829,206	$738,478	$808,147		$959,859
January	$656,936	$500,735	$486,847	$490,128	$556,713	$688,090		$612,507
February	$511,250	$506,307	$495,609	$593,736	$667,451	$600,866		$632,544
March	$507,886	$499,113	$583,343	$594,800	$571,793	$606,981		$627,451
April	$588,941	$584,268	$496,610	$502,863	$573,334	$601,583		$829,057
May	$504,734	$508,838	$487,637	$505,852	$755,578	$802,805		$705,642
June	$500,817	$498,536	$642,512	$706,816	$555,490	$606,126		$641,466
Total	$6,575,969	$6,503,665	$6,908,218	$6,741,567	$7,242,587	$7,802,570		$8,280,806

FICA Expenses- FY26								Updated 8/26/2026		
Acct Unit 10010004		FICA 520101	ED FICA 520102	Medicare 520103	ED Medicare 520104	401a Match 520105	Education 520106	FY26 Total	Last Year FY25	Difference
July - 4pp	1	$45,786	$18,227	$88,963	$27,751	$14,972	$3,805	$199,505	$182,373	$17,132
August - 4pp	2	$74,284	$44,158	$116,497	$127,771	$25,280	$6,211	$394,200	$403,443	($9,243)
September - 4pp	3	$64,078	$83,450	$116,955	$201,587	$25,253	$6,211	$497,533	$485,380	$12,153
October -5pp	4	$90,659	$105,241	$146,763	$222,637	$37,632	$9,316	$612,248	$615,011	($2,762)
November -4pp	5	$63,953	$110,415	$113,229	$217,826	$24,700	$6,211	$536,335	$517,926	$18,409
December - 5pp	6	$65,839	$92,086	$175,268	$214,792	$25,238	$6,211	$579,433	$535,911	$43,523
January - 4pp	7	$58,171	$95,606	$114,010	$281,686	$24,556	$6,211	$580,240	$600,916	($20,676)
February - 4pp	8	$61,723	$87,852	$114,302	$207,738	$27,909	$6,211	$505,735	$504,793	$942
March - 4pp	9	$58,477	$102,771	$109,664	$211,133	$24,844	$6,211	$513,099	$525,943	($12,844)
April - 5pp	10	$90,311	$102,243	$148,960	$221,996	$42,501	$9,316	$615,328	$498,236	$117,092
May - 4pp	11	$66,134	$105,958	$126,029	$214,274	$24,929	$6,211	$543,535	$626,591	($83,056)
June - 5pp	12	$101,250	$166,626	$180,795	$515,189	$42,007	$11,303	$1,017,171	$938,107	$79,064
Total		$840,665	$1,114,634	$1,551,436	$2,664,380	$339,821	$83,426	$6,594,363	$6,434,629	$159,734
Budget - FY26		$795,000	$1,193,000	$1,476,000	$2,717,000	$330,000	$89,000	$6,600,000	$159,734	2.48%
Surplus/(Deficit)		($45,665)	$78,366	($75,436)	$52,620	($9,821)	$5,574	$5,637		
FY26 Difference $		$54,959	($51,390)	$104,925	$33,742	$15,120	$2,378	$159,734		
FY26 Difference %		6.99%	-4.41%	7.25%	1.28%	4.66%	2.93%	2.48%		

Telephone Expenses												Updated	8/26/2026	
	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25			FY26	FY26	Prev. YR
Acct Unit 2220001	Telephone 553002	Telephone 553002	Telephone 553002	Telephone 553002	Telephone 553002	Telephone 553002	Telephone 553002	Telephone 553002	Telephone 553002	Fiscal Period		Telephone 553002	Telephone Year to Date	Difference
July	($219)	($79)	($42)	$0	$43	$38	$17	$0	$40	1		$0	$0	($40)
August	$20,710	$19,356	$16,733	$15,297	$15,879	$16,091	$16,805	$17,453	$0	2		$16,957	$16,957	$16,957
September	$19,609	$142	$14,681	$15,386	$15,599	$16,235	$17,131	$17,340	$35,853	3		$16,998	$33,955	($18,856)
October	$20,481	$320	$15,909	$15,670	$32,575	$16,282	$17,120	$17,182	$18,776	4		$17,014	$50,969	($1,762)
November	$39,366	$162	$15,632	$18,382	$16,131	$16,188	$16,647	$17,348	$18,272	5		$16,559	$67,528	($1,712)
December	$17,719	$60,777	$15,880	$15,424	$15,967	$15,842	$17,723	$17,296	$18,336	6		$16,685	$84,213	($1,652)
January	$20,180	$20,847	$16,183	$15,585	$15,818	$17,558	$16,913	$17,297	$18,296	7		$17,530	$101,743	($766)
February	$19,794	$17,435	$16,839	$15,559	$15,994	$15,834	$17,158	$18,192	$18,190	8		$18,015	$119,758	($175)
March	$1,896	$16,719	$16,143	$15,399	$15,767	$16,038	$17,288	$19,373	$18,404	9		$18,005	$137,763	($399)
April	$20,301	$16,533	$16,130	$23,412	$16,580	$16,220	$44,542	$27,482	$19,572	10		$18,136	$155,899	($1,436)
May	$21,081	$16,159	$15,990	$39,316	$17,997	$15,938	$17,553	$58,277	$0	11		$18,048	$173,947	$18,048
June	$30,664	$50,787	$53,589	$32,395	$45,979	$75,430	$34,339	$35,861	$68,308	12		$70,363	$244,310	$2,055
Total	$231,581	$219,158	$213,667	$221,826	$224,329	$237,694	$233,237	$263,101	$234,048			$244,310		$10,262
Budget	$252,492	$269,000	$243,000	$217,000	$211,000	$223,250	$225,781	$250,800	$248,929			$245,872		
Surplus/(Def)	$20,911	$49,842	$29,333	($4,826)	($13,329)	($14,444)	($7,456)	($12,301)	$14,881			$1,562		
Bold are actual figures														
Others are projections														

Waste & Recycling Disposal Fee Expenses Updated 8/26/2026 Paid to date $3,720,805

Acct Unit 4100002	FY23 Disposal 545004	FY24 Disposal 545004	FY25 Disposal 545004	Period	FY26 Sludge Disposal 545004	Difference From prev. Yr
July	$200,144	$214,196	$74,850	1	$0	($74,850)
August	$340,474	$311,901	$387,612	2	$428,484	$40,873
September	$290,051	$288,292	$394,881	3	$362,020	($32,860)
October	$259,620	$265,009	$319,192	4	$360,580	$41,388
November	$225,230	$311,926	$187,973	5	$280,987	$93,014
December	$255,268	$199,364	$270,070	6	$283,810	$13,740
January	$326,877	$334,815	$378,110	7	$152,486	($225,625)
February	$131,457	$230,990	$220,169	8	$408,530	$188,362
March	$344,660	$249,829	$278,134	9	$349,632	$71,498
April	$125,720	$321,949	$138,732	10	$294,117	$155,385
May	$257,140	$498,270	$440,469	11	$130,790	($309,679)
June	$452,485	$203,695	$468,838	12	$669,369	$200,531
Total	$3,209,127	$3,430,236	$3,559,028		$3,720,805	$161,776
Budget	$3,253,750	$3,525,000	$3,755,000		$4,000,000	
Surplus/(Def)	$44,623	$94,764	$195,972		$279,195	

Bold are actual figures
Others are projections

Paid to date $878,110

FY23 Bulky Waste 545008	FY24 Bulky Waste 545008	FY25 Bulky Waste 545008	FY26 Bulky Waste 545008	Bulky Waste Difference From prev. Yr
$62,323	$43,057	$31,139	$7,422	($23,717)
$77,204	$63,606	$5,348	$100,268	$94,920
$60,165	$82,925	$170,266	$79,920	($90,346)
$40,404	$34,454	$103,425	$88,847	($14,578)
$58,238	$69,672	$39,906	$67,641	$27,735
$41,868	$34,834	$47,964	$54,973	$7,009
$53,317	$45,215	$54,064	$36,185	($17,879)
$30,434	$48,528	$32,701	$45,332	$12,632
$52,433	$52,709	$67,701	$65,521	($2,179)
$35,499	$69,986	$37,440	$111,697	$74,257
$39,879	$102,852	$103,480	$47,527	($55,953)
$118,924	$31,276	$94,076	$172,776	$78,700
$670,688	$679,114	$787,509	$878,110	$90,601
$745,800	$800,000	$800,000	$950,000	
$75,112	$120,886	$12,491	$71,890	

Paid to date $604,395

FY23 Recycling 545003	FY24 Recycling 545003	FY25 Recycling 545003	FY26 Recycling 545003	Recycling Difference From prev. Yr
$41,602	$0	$0	$0	$0
$96,680	$45,993	$105,279	$51,127	($54,152)
$45,084	$46,510	$48,019	$41,642	($6,378)
$38,107	$444	$39,785	$43,125	$3,340
$38,823	$90,837	$42,442	$100,018	$57,576
$45,980	$41,251	$42,624	$43,756	$1,133
$41,578	$49,061	$48,610	($7,610)	($56,220)
$0	$46,352	$44,044	$42,107	($1,936)
$31,524	$38,247	$38,317	$36,118	($2,199)
$40,704	$101,047	$0	$52,091	$52,091
$44,081	$91,529	$91,189	$46,310	($44,879)
$78,940	$42,254	$100,110	$155,712	$55,602
$543,103	$593,525	$600,417	$604,395	$3,978
$535,625	$625,000	$695,000	$656,215	
($7,478)	$31,475	$94,583	$51,820	

Fuel Expenses	Original FY26 Budget	Budget Transfers	Total FY26 Budget	Paid To Date 6/30/26	Updated Monthly Average 12	8/26/2026 Year-End Projections	Surplus/ (Deficit)	Balance Left	FY25 Actuals
Police - 3010001 - 561503	$421,374	$0	$421,374	**$400,973**	$33,414	$400,973	$20,401	$20,401	$383,582
Police - 3010001 - 561501	$8,000	$0	$8,000	**$15,729**	$1,311	$15,729	($7,729)	($7,729)	$3,933
Fire - 3100001 - 561501	$135,000	$0	$135,000	**$133,503**	$11,125	$133,503	$1,497	$1,497	$143,705
Fire - 3100001 - 561503	$36,000	$0	$36,000	**$38,974**	$3,248	$38,974	($2,974)	($2,974)	$37,304
Parks - 4070001 - 561504	$30,000	$0	$30,000	**$13,784**	$1,149	$13,784	$16,216	$16,216	$18,100
Pub Build- 4070002-561504	$57,230	$0	$57,230	**$50,708**	$4,226	$50,708	$6,522	$6,522	$50,831
NEDA - 4100004 - 561504	$16,024	$0	$16,024	**$6,543**	$545	$6,543	$9,481	$9,481	$6,355
Streets - 4100003 - 561503	$105,000	$0	$105,000	**$82,329**	$6,861	$82,329	$22,671	$22,671	$80,179
Streets - 4100003 - 561501	$475,000	$30,000	$505,000	**$473,594**	$39,466	$473,594	$31,406	$31,406	$448,359
GG Total	$1,283,628	$30,000	$1,313,628	**$1,216,136**	$101,345	$1,216,136	$97,492	$97,492	$1,172,349

Winter Expenses	FY26 Original Budget	FY26 Budget Transfers	Total FY26 Budget	Paid as of 6/30/26	Balance Left	Paid as of 6/30/25	FY25 Actuals	FY24 Actuals	FY23 Actuals	FY22 Actuals
Snow Plowing Services										
Streets - 4100003 - 545005	$0	$0	$0	**$0**	$0	**$260**	$260	$0	$0	$0
TAR grant -60085 - 545005	$400,000	$0	$400,000	**$952,450**	($552,450)	**$401,761**	$401,761	$188,816	$82,250	$325,987
Sand & Salt										
Streets - 4100003 - 569001	$0	$0	$0	**$0**	$0	**$0**	$0	$0	$0	$0
TAR grant -60085 - 569001	$600,000	$0	$600,000	**$771,303**	($171,303)	**$478,890**	$478,890	$261,567	$339,908	$538,207
GG Subtotal	$1,000,000	$0	$1,000,000	**$1,723,753**	($723,753)	**$880,911**	$880,911	$450,383	$422,158	$864,194
Overtime*										
Streets - 4100003 - 511650	$300,000	$5,000	$305,000	**$547,330**	($242,330)	**$344,531**	$344,531	$263,408	$241,557	$324,222
GG Total	$1,300,000	$5,000	$1,305,000	**$2,271,083**	($966,083)	**$1,225,442**	$1,225,442	$713,791	$663,715	$1,188,416

Total Snow Budget	$1,305,000	($552,450)	Services
Town Aid Road	($1,000,000)	($171,303)	Sand & Salt
General Fund Portion	$305,000	($723,753)	TAR Carryover Reduction

*Overtime shown is for the entire year's operations of the Street Department

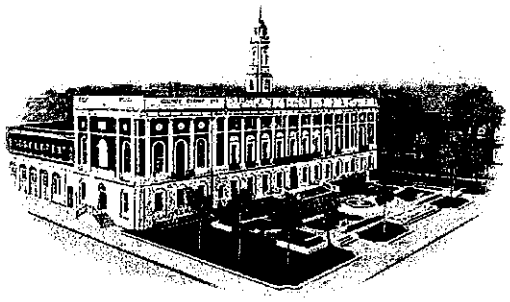
UTILITY COSTS - FY26

545006 - ELECTRICITY	FY26 BUDGET	FY26 PROJECTION	FY26 DIFFERENCE
Public Buildings	$905,000	$848,036	$56,964
North End Disposal	$6,500	$5,558	$942
Parks Dept.	$278,000	$281,415	($3,415)
Street Dept	$0	$0	$0
Traffic Lights	$61,000	$62,789	($1,789)
Street Lights	$525,000	$497,369	$27,631
Total DPW	$1,775,500	$1,695,167	$80,333
Police Department	$350,000	$360,811	($10,811)
Fire Department	$92,000	$88,550	$3,450
Senior Center	$15,000	$13,515	$1,485
Silas Bronson Library	$92,000	$87,302	$4,698
(Gen. Gov. Non-DPW only)	$549,000	$550,178	($1,178)
General Fund Non-BOE Budget Impact	$2,324,500	$2,245,346	$79,154

561505 - NATURAL GAS			
Public Buildings	$539,000	$528,990	$10,010
Parks Dept.	$23,000	$13,757	$9,243
Total DPW	$562,000	$542,747	$19,253
Police Department	$135,000	$135,818	($818)
Fire Department	$80,000	$62,820	$17,180
Senior Center	$3,500	$3,049	$451
Silas Bronson Library	$30,000	$20,371	$9,629
(Gen. Gov. Non-DPW only)	$248,500	$222,058	$26,442
General Fund Non-BOE Budget Impact	$810,500	$764,805	$45,695

Total Surplus - Non ED	$124,849

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 SRG

Date: September 11, 2026

Subject: General Fund: Fund Balance Report for FY26

Attached you will find a detailed report on the status of the City of Waterbury's General Fund (GF) available fund balance at June 30, 2026. In summary, the report shows that the City started FY26 operations with $30.5 million in Fund Balance and the BOA had authorized the appropriation of $3 million of that for mill rate mitigation in the FY26 Budget. As reported in the Financial Report, the City did not need to use any portion of Fund Balance and was able to post an additional $4.57 million in FY26 surplus operations bringing the GF Fund Balance to $35.1 million at year-end. The City's Fund Balance Policy states that we should keep GF Fund Balance to 5-8% of Budget. The City once again appropriated $3 million in the FY27 Budget for mill rate mitigation. The Administration has developed a plan that transfers $3,050,000 of the FY26 surplus for specific purposes and allows Fund Balance to grow by $1.5 million.

As Board of Aldermen members may remember from previous fiscal year-end discussions, these funds, per the charter, lapse to the Fund Balance of the City and are then transferred by action of the Board for the authorized projects. This also allows the City to keep the surpluses in the departments where they occurred so that the Budget to Actuals "history" is preserved for future budget development purposes.

For a number of years, the City has been able to use any excess monies to fund capital improvement projects and enhance its Internal Service Funds, while also finding creative ways to assist with future budget challenges. Through this process, the City has been able to maintain contributions for motor vehicle purchases and other smaller capital contributions at manageable levels within the General Fund Budget. By supplementing these contributions with year-end surplus budget transfers, the City is able to continue to provide for the appropriate amount of investment in its equipment and infrastructure.

In reviewing the needs of the City, the Mayor and the financial team would recommend that the Board of Aldermen consider a total transfer of $3,050,000 to several capital and special project areas. The recommended plan can be seen at the bottom of the attached spreadsheet as well as descriptions seen below.

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The projects recommended for funding are designed to continue moving the City forward in its fiscal health and stability and to fund quality of life issues. The transfer that will be forwarded as a separate action for Board approval is as follows:

- **Fiscal Year-End Transfers** – The City has historically identified Capital and Special Fund projects that could benefit from surplus appropriations. This year, the proposed projects total $3,050,000. They are as follows:

    - $1,500,000 – Contribution to Capital Vehicle Replacement Fund
    - $1,000,000 – Contribution to Capital Improvement Fund
    - $250,000 – Contribution to Waterbury Promise Program
    - $150,000 – Contribution to Miscellaneous Department of Public Works Projects
    - $100,000 – Contribution to Miscellaneous Information Technology Projects
    - $50,000 – Contribution to Summer Internship Program

We hope that at the request of the Mayor, the Board of Aldermen gives favorable consideration to the use of fund balance for the purposes described above.

As you know, the City's Charter states that these monies lapse to fund balance and the Treasury after 30 days, which is where these monies rest right now. Board of Aldermen approval of these transfers would leave the City with a Fund Balance of $32 million (7% of the FY27 Adopted Budget of $457,551,465) with $3 million of this having previously been appropriated in the FY27 Budget for "Use of Fund Balance." This action would increase Fund Balance by $1,518,698 while also creating the Undesignated Fund Balance amount necessary to be in compliance with the City's Fund Balance Policy.

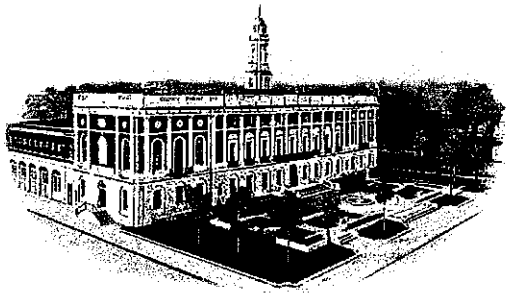
Attachment

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
Nikki Pirro, Manager of Accounting and Reporting, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

City of Waterbury
Use of Fund Balance - FY26 Activity

Audited Fund Balance at June 30, 2025	**$30,491,310**
Designated Use of Fund Balance in the FY26 Budget	**($3,000,000)**
Undesignated Fund Balance available at end of FY25	**$27,491,310**
FY26 Operations	
Uses of Fund Balance in FY26	
Budget Relief and mill rate mitigation (set aside $3 million - did not need to use)	$0
Total Fund Balance Used in FY26	**$0**
Balance to carry forward	**$30,491,310**
Projected Results of Operations at June 30, 2026	
Revenues above budgeted amounts	$143,678
Expenditures below budgeted amounts	($4,425,020)
Total Results of Operations at June 30, 2026	**$4,568,698**
Total Fund Balance Available at 6/30/26	**$35,060,008**
Future Plan Obligations	
FY27 Budget Relief (Budget Approval on 6/2/25)	($3,000,000)
Undesignated Fund Balance at June 30, 2026 (prior to transfers)	$32,060,008
Rating Houses & Fund Balance Policy Recommended Reserves (5% to 8%)	
FY26 General Fund Budget	$446,627,058
5% of Budget	**$22,331,353**
Undesignated Fund Balance at June 30, 2026 (prior to transfers)	$32,060,008
Undesignated Fund Balance available at end of FY25	$27,491,310
Planned Increase in Fund Balance for FY26	$1,518,698
Amount of Fund Balance subject to Transfer (See Plan Below)	$3,050,000
Year-End Capital Transfers (2026)	
Contribution to Capital Vehicle Replacement Fund- Unallocated Vehicles	$1,500,000
Contribution To Capital Improvement Fund- Unallocated Capital	$1,000,000
Contribution to Miscellaneous DPW Projects	$150,000
Contribution to Miscellaneous Information Technology Projects	$100,000
Subtotal	$2,750,000
Year-End Special Project Transfers (2026)	
Contribution to Waterbury Promise Program	$250,000
Contribution to Summer Internship Program	$50,000
Subtotal	$300,000
Total Appropriations - FY26	$3,050,000

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 SRG

Date: September 11, 2026

Subject: Fiscal Year End Transfers – Capital Improvement and Other Funds for FY26

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **General Fund** for the Fiscal Year ending June 30, 2026 in the amount of $3,050,000.

As is described in the Report on Fund Balance, the City experienced a surplus of $4,568,698 in FY26. As is further described in the Fiscal Year-End Report, the positive results of operations were due to revenue coming in approximately $144,000 more than budget, while also having expenditures of $4.4 million less than appropriations authorized in the FY26 Adopted Budget. A majority of the surplus was attained by departments operating within their budgets and generating additional cost savings throughout the year.

The Mayor and the Administration have created a plan for the transfer of $3,050,000 of these funds with the remaining $1.5 million of surplus funds lapsing to Fund Balance. This plan was developed based on certain areas of need that could be enhanced by one-time year-end surplus appropriations. This specific memorandum asks for action on the Miscellaneous Capital Improvements and Special Projects list, which is attached. The transfer entries in the amount of $3,050,000 are attached and the actions are as follows:

Capital Improvement Projects - $2,750,000

- Capital Vehicle Replacement Fund – This transfer of $1,500,000 would increase the balance in the unallocated vehicle purchases capital account. This funding would be available to assist with vehicle purchases that may arise in FY27 or future years. These funds would stay in reserve until further appropriation by the Board of Aldermen for specific purposes once identified.
- Capital Improvement Fund – This transfer of $1,000,000 would increase the balance in the unallocated capital account. This funding would be available to assist with capital projects that may arise during FY27 or future years. These funds would stay in reserve until further appropriation by the Board of Aldermen for specific purposes once uses are identified.
- Miscellaneous DPW Improvements Project – This transfer of $150,000 would allow the City to move quickly on smaller projects that were not identifiable at budget development time related to Public Buildings and other DPW bureaus. These projects may include minor roof, elevator and HVAC repairs, as well as park improvements.

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- Miscellaneous Information Technology Projects – This transfer of $100,000 would assist in upgrading various information technology equipment, such as computers, printers, servers, etc. It could also assist with startup operations of new software programs.

Special Revenue Projects - $300,000

- Waterbury Promise Program – This transfer in the amount of $250,000 will provide a contribution to the Waterbury Promise Program, a 501(c)(3) organization. The Waterbury Promise Program provides college scholarships to Waterbury students that meet certain eligibility criteria.
- Summer Internship Program – This is a $50,000 transfer to an account that funds the Summer Internship Program, which provides internship opportunities for high school students in Waterbury Public Schools. The students are able to gain work experience in both General Government and Education Departments through this valuable program.

At the request of the Mayor, please give favorable consideration to this budget transfer. This action would assist in creating a Fund Balance of $32 million, $3 million of which has been appropriated for use in the FY27 General Fund Budget for mill rate mitigation.

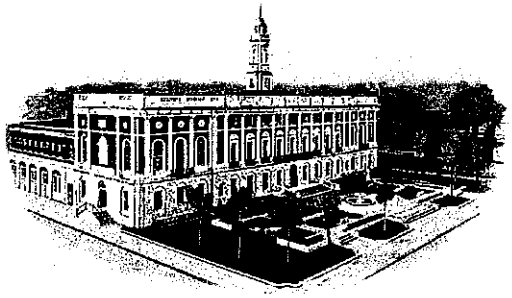
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cc: The Honorable Paul K. Pernerewski, Jr., Mayor, City of Waterbury
Joseph A. Geary, Chief of Staff, City of Waterbury
Judith Mancini, Advisor to the Mayor, City of Waterbury
Michael LeBlanc, Director of Finance, City of Waterbury
Nikki Pirro, Manager of Accounting and Reporting, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

City of Waterbury Budget Transfers

Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Operating Charges						
Increase Use of Available Fund Balance	2010001	480001	$3,000,000	$6,050,000	$3,050,000	
Capital Improvement Projects						
Transfer to Capital Vehicle Replacement Fund - Unallocated Vehicles Account- Transfer to fund various capital vehicle needs	10010006	591015	$0	$1,500,000		$1,500,000
Transfer to Capital Improvement Fund - Unallocated Capital Account- Transfer to fund various capital needs	10010006	591003	$0	$1,000,000		$1,000,000
Transfer to Capital Project - Miscellaneous DPW Improvements - Existing project funds various small issues like HVAC repairs and other DPW improvement activities that may occur during the year and exceed budget	10010006	591003	$0	$150,000		$150,000
Transfer to Capital Project- Miscellaneous Information Technology Improvements- Existing project funds purchases of various information technology upgrades and equipment, including software, computers, printers, servers, etc.	10010006	591003	$0	$100,000		$100,000
Special Revenue Projects						
Transfer to Special Project - Transfer to an existing account for a contribution to the Waterbury Promise Program, a 501(c)(3) organization. The Waterbury Promise Program provides college scholarships to Waterbury students that meet certain eligibility criteria	10010006	591014	$0	$250,000		$250,000
Transfer to Special Project - Transfer to an existing account for the Summer Internship Program that provides internship opportunities for Waterbury high school students	10010006	591014	$0	$50,000		$50,000
Total General Fund Transfers					**$3,050,000**	**$3,050,000**

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 SRG

Date: September 11, 2026

Subject: Fiscal Year End Transfer – Water Pollution Control Capital Improvement Fund FY26

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **Water Pollution Control Enterprise Fund** for the Fiscal Year ending June 30, 2026 in the amount of $700,000.

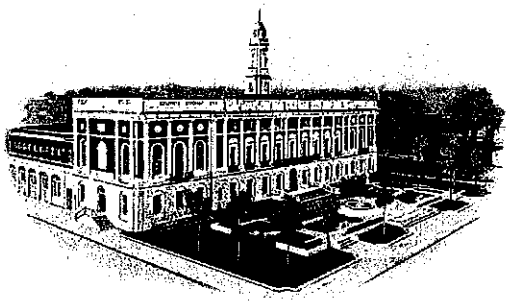
The Water Pollution Control Department ended FY26 with operation expense savings. The Mayor and the Administration believe that the Department would benefit from a year-end budget transfer of operation savings to the Water Pollution Control unallocated capital account. The funding in the amount of $700,000 that would be transferred to the unallocated capital account would be available to assist with capital projects that may arise during FY27 or future years. These funds would stay in reserve until appropriations are approved by the Board of Aldermen for specific purposes once identified. The transfer entry is as follows:

Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Water Pollution Control Department						
Increase Use of Available Fund Balance	700002	480001	$0	$700,000	$700,000	
Capital Improvement Project						
Transfer to Water Pollution Control Capital Improvement Fund - Unallocated Capital Account- Transfer to fund various capital needs	700101	591002	$0	$700,000		$700,000
Total Enterprise Fund Transfers					**$700,000**	**$700,000**

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 September 21, 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
Nikki Pirro, Manager of Accounting and Reporting, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

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

Date: September 11, 2026

Subject: Fiscal Year End Transfers – Water & Water Pollution Control Capital Improvement Funds FY26

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **Utility Administration Division Fund** for the Fiscal Year ending June 30, 2026 in the amount of $150,000.

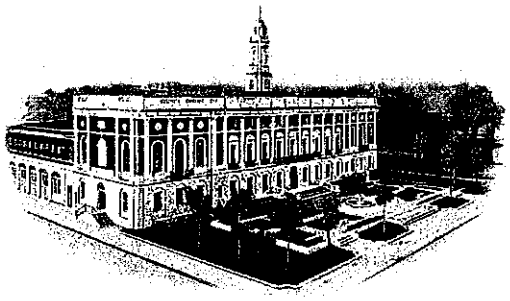
The Utility Administration Division, which provides accounting, billing, collections and support functions to the Water and Water Pollution Control Departments, ended FY26 with operation expense savings. The Mayor and the Administration believe that the City would benefit from year-end budget transfers of these operation savings to the unallocated capital accounts of the Water and Water Pollution Control Departments. Each unallocated capital account would benefit from a transfer of $75,000. The operations of the Utility Administration Division are funded by annual contributions from the Water and Water Pollution Control Departments. The funding that would be transferred to the unallocated capital accounts would be available to assist with capital projects that may arise during FY27 or future years. These funds would stay in reserve until appropriations are approved by the Board of Aldermen for specific purposes once identified.

Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Utility Administration Division						
Increase Use of Available Fund Balance	710002	480001	$0	$150,000	$150,000	
Capital Improvement Project						
Transfer to Water Pollution Control Capital Improvement Fund - Unallocated Capital Account- Transfer to fund various capital needs	710101	591002	$0	$75,000		$75,000
Transfer to Water Capital Improvement Fund - Unallocated Capital Account- Transfer to fund various capital needs	710101	591002	$0	$75,000		$75,000
Total Enterprise Fund Transfers					**$150,000**	**$150,000**

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 September 21, 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
Nikki Pirro, Manager of Accounting and Reporting, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

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

Date: September 11, 2026

Subject: Fiscal Year End Transfers – Water Department Capital Improvement Fund FY26

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **Water Enterprise Fund** for the Fiscal Year ending June 30, 2026 in the amount of $750,000.

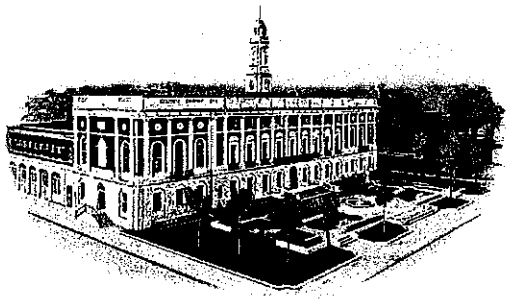
The Water Department ended FY26 with operation expense savings. The Mayor and the Administration believe that the Department would benefit from a year-end budget transfer of operation savings to the Water Department's existing capital project for emergency repairs. This transfer in the amount of $750,000 would provide funding to address emergency repair needs as they arise. The transfer entry is as follows:

Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Water Department						
Increase Use of Available Fund Balance	720002	480001	$0	$750,000	$750,000	
Capital Improvement Projects						
Transfer to Water Capital Project- Emergency Repairs- Transfer to fund various repairs	720101	591002	$0	$750,000		$750,000
Total Enterprise Fund Transfers					**$750,000**	**$750,000**

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 September 21, 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
Nikki Pirro, Manager of Accounting and Reporting, City of Waterbury
Ramon Esponda, Superintendent of Water, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

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

Date: September 11, 2026

Subject: Budget Transfer – Capital Improvement Fund FY27

At the request of the Mayor, please give favorable consideration to this budget transfer from the City's **Capital Improvement Fund** for the Fiscal Year ending June 30, 2027 in the amount of $44,458.54.

Department/Account	Activity	Acct #	Available	Projected	From	To
Capital Improvement Fund						
BOE Unallocated (Sinking Fund)	6018080099995	547000	$6,596,996.34	$6,552,537.80	$44,458.54	
Education Department						
Kennedy Pool Repair (SF)	6018080027855	543000	$124.00	$44,582.54		$44,458.54
Total CIF Transfers					**$44,458.54**	**$44,458.54**

This budget transfer would move $44,458.54 from the Board of Education's Unallocated Capital account to an existing capital project for repairs of the Kennedy High School pool. This capital project was created in FY23 in the amount of $150,000 and also received a budget transfer in the amount of $150,000 during FY26. Currently, the project has an available balance of slightly more than $100. This budget transfer is needed to fund an amendment to the contract with Infrastructure Repair Services for the pool slab repair. The contract amendment will allow for an alternate footing system to support the slab. This modification is necessary due to unforeseen site conditions. This repair will help avoid further issues that may cause the pool to be inoperable and adversely impact school operations and community activities.

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 September 21, 2026. This budget transfer also requires Board of Education approval. It was approved at the Board of Education meeting on July 23, 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
Dr. Darren Schwartz, Superintendent of Schools, Education Department, City of Waterbury
Doreen Biolo, Chief Financial Officer, Education Department, City of Waterbury
Rebecca Gonzalez, Chief Operating Officer, Education Department, City of Waterbury
Michael LeBlanc, Finance Director, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

September 10, 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 September 17, 2026, of a Construction Contract with Tone Klear Communications LLC. (RFP #8873), in the not to exceed amount of $74,455.50, for Public Address systems at Bunker Hill & Tinker Elementary Schools.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: September 10, 2026

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Construction Contract for Public Address Systems at Bunker Hill and Tinker Elementary Schools (RFP#8873) with Tone Klear Communications, LLC

The Education Department respectfully requests your review and approval of a construction contract (RFP #8873) with Tone Klear Communications, LLC for public address (PA) system replacements at Bunker Hill and Tinker Elementary Schools.

The project includes the design, removal, installation, testing, and commissioning of new commercial-grade PA and intercom systems to support daily announcements, emergency communications, VoIP and fire alarm integration, bell schedules, and zoned paging.

The total contract amount is $74,455.50, including $35,455 for each school and $3,545.50 in Owner-Controlled Contingency funds. The project will be financed through DRIP (District Repair and Improvement Project) funds. Substantial completion is scheduled within 90 days, with final completion within 180 days following the Notice to Proceed.

The Facilities Office will oversee the project and ensure all services outlined in the scope of work are completed. The project will also address a safety and security concern at Bunker Hill by relocating the school secretary to the main entrance, improving visibility and creating a more secure entry process for students, staff, and visitors.

Thank you for your consideration of this request. Please feel free to contact me with any questions.

c: Mike Konopka

CONSTRUCTION CONTRACT
for

Public Address Systems at Bunker Hill & Tinker Elementary Schools
between
the City of Waterbury, Connecticut

and

Tone Klear Communications 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 Tone Klear Communications LLC, located at 54 Church St, Old Saybrook, CT 06475, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8873** for **Public Address Systems at Bunker Hill & Tinker Elementary Schools**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8873;** and,

WHEREAS, the City desires to obtain the Contractor's services for **Public Address Systems at Bunker Hill & Tinker Elementary Schools** 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 **Public Address Systems at Bunker Hill & Tinker Elementary Schools** 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 8873** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8873** Addendum #1, dated September 2, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, dated September 8, 2026 and consisting of 7 pages, submitted in response to **RFP Number 8873** and Contractor's Price Proposal, dated September 8, 2026 and consisting of 2 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 21) consisting of 10 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 112) consisting of 34 pages (attached hereto);

1.1.8 **RFP Number 8873** - Public Address Systems at Bunker Hill & Tinker Elementary School - Attachment F - Scope of Services consisting of 9 pages (attached hereto);

1.1.9 Bunker Hill and Tinker Elementary Schools aerial mapping consisting of 9 sheets (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

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

1.1.12 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A, Attachment B-1,** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's Price Proposal
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 **RFP 8873** – Attachment F. Scope of Work
1.2.8 Construction Drawings
1.2.9 **RFP 8873** 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.

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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 8873** (collectively "Proposal Documents");

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

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

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

investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract

or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

obligations under this Contract and for the City's occupancy, use, and operation of the Project.

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. FUNDING REQUIREMENTS. The Contractor is hereby put on notice that this Contract is a public works contract anticipated to be funded in whole or in part by **District Repair and Improvement Project (DRIP) program (Section 131 of Public Act 25-174)** grant funding and Contractor shall comply with all DRIP requirements, including but not limited to those provided in Section 12.4, Section 13.3, and **"Non-Discrimination Contract Language"**, dated rev.07012026, attached hereto as **Attachment B-1** and incorporated herein.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event,

the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **NINETY (90)** 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 **ONE HUNDRED EIGHTY (180)** consecutive calendar days of the City's written Notice to Proceed (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 expenses, 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 **SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS AND FIFTY CENTS ($74,455.50**) (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 September 8, 2026 and consisting of 2 pages", which is summarized below:

i. $ 35,455.00…….. (Bid Item 1.0)
ii. $ 35,455.00…….. (Bid Item 2.0)

And, an Owner Controlled Contingency Allowance in the amount of $3,545.50 (only to be used upon the prior written approval of the Waterbury School Inspector, 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.

6.2.1 On public works contracts valued at one million dollars or more or for projects for which a construction manager has entered into a public works contract providing for a guaranteed maximum price valued at one

hundred fifty thousand dollars or more, C.G.S. § 46a-68e requires that the awarding agency "shall withhold two percent of the total contract price per month from any payment made to such contractor until such time as the contractor has submitted all compliance reports required by the Commission." The term "awarding agency" is defined by C.G.S. § 4a-60g as "a state agency or political subdivision of the state, including a municipality or quasi-public agency.

6.2.2 Contractor is hereby put on notice that CHRO's written approval is required prior to the City releasing withheld retainage per Section 6.2.1.

6.2.3 The two percent (2.0 %) provided in Section 6.2.1 is part of the five percent (5.0 %) retainage provided in Section 6.2, not in addition to such retainage.

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 8873** 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 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. 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.

11.9. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.10. 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. This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is anticipated to be $74,455.50 in state-funding for this project. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is N/A. The MBE goal for this project is N/A. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

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 8873**, and **(ii)** the Contractor's

response to **RFP Number 8873** 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: Tone Klear Communications LLC
54 Church St
Old Saybrook, CT 06475

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:

Tone Klear Communications 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 8873** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8873** Addendum #1, dated September 2, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, dated September 8, 2026 and consisting of 7 pages, submitted in response to **RFP Number 8873** and Contractor's Price Proposal, dated September 8, 2026 and consisting of 2 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 21) consisting of 10 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 112) consisting of 34 pages (attached hereto);

1.1.8 **RFP Number 8873** - Public Address Systems at Bunker Hill & Tinker Elementary School - Attachment F - Scope of Services consisting of 9 pages (attached hereto);

1.1.9 Bunker Hill and Tinker Elementary Schools aerial mapping consisting of 9 sheets (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

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

1.1.12 All applicable Federal, State and local statutes, regulations,

charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

ATTACHMENT B-1

"NON-DISCRIMINATION CONTRACT LANGUAGE", dated rev.07012026, is attached hereto and made a part hereof.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

September 2, 2026

RFP 8873 Public Address System at Bunker Hill & Tinker Elementary Schools

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 #8873**.
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: Are the hallway and classroom speakers to be replaced at Tinker Elementary?
Answer: Yes.

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

Tone Klear Communications LLC

September 8th 2026

PUBLIC ADDRESS UPGRADE

Prepared for:

City of Waterbury
Public Schools
Bunker Hill
Tinker Elementary

Director of Purchasing
Kevin McCaffy
City Hall Building
235 Grand Street
Waterbury, CT 06702
203-574-6747

Prepared by:

Willliam Kobrock
Tone Klear Communications

Wk@tkc-ct.com .
860-388-3970
54 Church Street
Old Saybrook, CT 06475

Tone Klear Communications is pleased to present a streamlined upgrade solution to address key communication challenges and improve campus safety. Tone Klears approach combines industry expertise, innovative technologies, and data-driven insights to create a healthy and secure school environment.

The proposed upgrade focuses on the removal of the legacy Bogen MCP-35A and provide a new IP E7000, this is a software-based state-of-the–art IP paging and intercom solution. Standard features allow instantaneous accessibility to campus and district-wide communications, emergency paging with pre-recorded announcements, emergency lockdowns activated by touch screen display consoles, 3rd party integration to access control and Alert LED's, and unlimited scheduling and bells. All tasks are supported by any browser. There is no proprietary software needed.

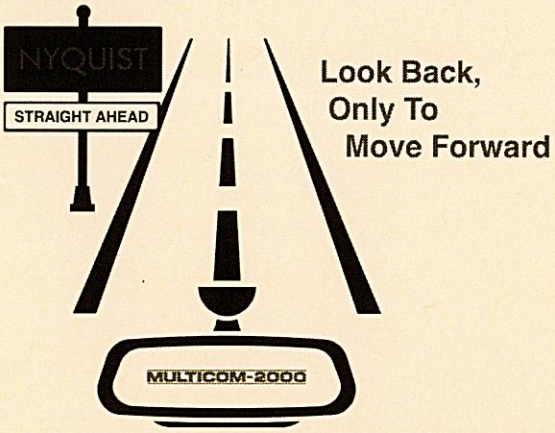
Bogen's announcement concluding the sale of Multicom and Quantum has lead Bogen to provides discounts to select dealers; these discounts will only applied to registered upgrades involving existing Multicom, Quantum or MCP35A systems.

Tone Klear Communication is the sole source certified engineer dealer for Bogen communication. This enables us to register and provide an allotted discount for upgrading the existing Bogen systems district wide.

BOGEN

The Next 40 Years of Public Address and Intercom Solutions

From Multicom 2000 to Nyquist E7000: Evolving for Your Future Needs



The Multicom Solution: Almost 40 Years of Excellence, Now Making Way for the Future

As part of Bogen Communications' commitment to delivering cutting-edge technology, the Multicom Solution will go end-of-sale on June 30, 2026. But don't look at this as the end—consider it a new beginning. Our Nyquist E7000 system is tailored to bridge the gap as you transition from Multicom 2000. With intuitive functionality and dependable performance, Bogen is the perfect partner in your upgrade journey.

Enhanced Performance, Modern Flexibility, Seamless Integration

The Nyquist E7000 Solution isn't just a replacement, it's an upgrade. Experience:

- ✓ **Unlimited Scalability:** Adapt to your organization's growth effortlessly.
- ✓ **Modern Interface:** User-friendly touch-screen controls for all staff levels.
- ✓ **Enhanced Security:** Robust features to safeguard your communications.
- ✓ **Seamless Migration:** Tools and support for a smooth transition.

Before, we had an aging system that didn't have a whole lot of functionality...we needed to replace it based on age, mostly. When we saw what we could get with the new system, it was a huge determining factor in looking at the Nyquist E7000 system. The overall process for installing the Nyquist E7000 system was really a very positive experience. From running the cables, to installing the servers, to getting the desktop phones on... to final ease of use and being trained on the Bogen system. The Bogen system for us has been really easy to use. The whole experience was really positive, from beginning to end!

- D.L., Director of Technology--Ohio Based School District & Bogen E7000 End-User

Let's Build the Future Together

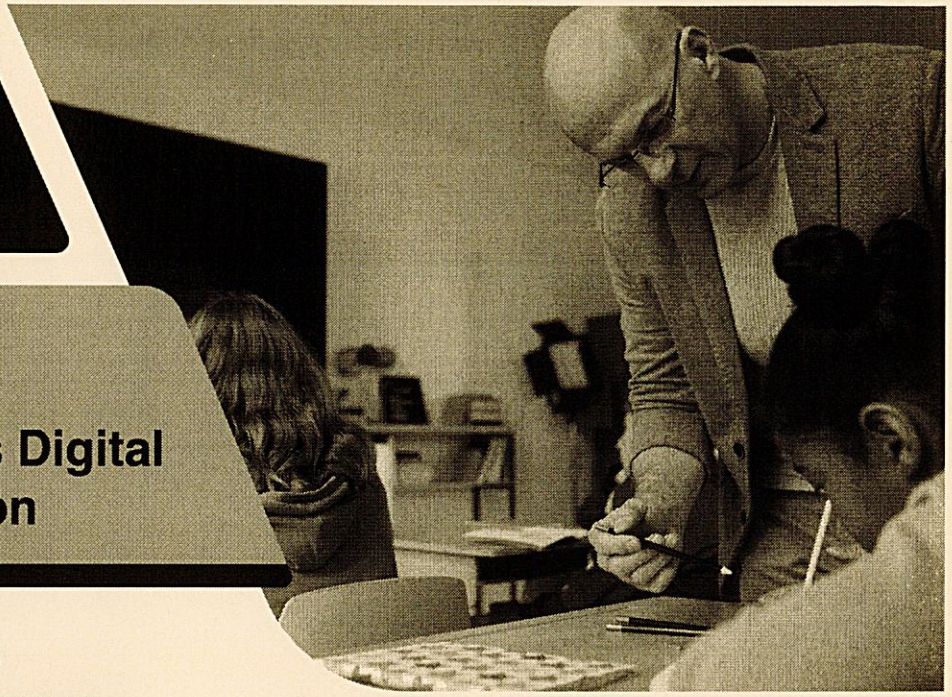
Have Questions? We have answers! Visit Bogen.com/MulticomTransitionFAQ

Don't wait, upgrade today! Transitioning to Nyquist E7000 is easy.

Ready to learn more? Schedule a demo with your designated Bogen RSM, today.

Contact Your Bogen RSM

BOGEN



E7000 SERIES

The Modern Educator's Digital Communication Solution

System Features

Administration/Staff FEATURES

- Microsoft Active Directory via LDAP support
- iOS and iPadOS support
- All Call Paging
- Emergency All Call Paging
- District-Wide All Call
- District-Wide Emergency All Call
- Zone Paging
- Unlimited number of Paging Zones
- Unlimited simultaneous Paging Calls
- Multi-facility paging/announcements
- Location Monitoring (Modes: Spy, Whisper, Barge)
- Web-based GUI Dashboard (Audio, Alarms, Announcements, Calling, Paging, Tones)
- Web-based GUI Directory Menus for Announcements, Alarms, Paging Zones, Stations, Tones
- Web User Interface: SIP Client (softphone) - allows calls, paging, etc., from Web UI
- Executive override to access intercom paths
- Admin can override others and interrupt page
- Admin Groups: "Emergency" admin group
- Admin Phone Menus: Alarms, Announcements, Paging Zones, and Tones
- Direct Select Rooms from VoIP Admin Phone
- Multi-Station Page Exclusion (Ability to turn off paging into an area as needed, e.g., for testing, mtg's, etc.)

Analog Station Bridge FEATURES

- Built-in Amplification (max. 40W per port) (Intercom, Paging, and Program Distribution)
- Supports both traditional Analog and/or Digital Call Switches (NQ-E7020-G2)
- 24 Ports or Classrooms supported per Analog Station Bridge; unlimited number of ASBs supported per system
- Facilitates Head-End Replacement/Reuse of Existing Cable Infrastructure
- Analog Speaker Support (25V / 70V) and Analog Call Switch Support

Audio Distribution & Announcement FEATURES

- NQ-ZPMS Zone Paging Mic Station support
- Tablet Based Zone Volume and Audio Distribution Control
- Sound Masking S/W Feature option
- Unlimited Announcement Files
- Upload and Manage WAV & MP3 Announcement Files
- Audio Program Control via DTMF - Admin Phone (i.e., can turn on or off from phone)
- Toggle Music Sources On/Off
- GUI-based Program Distribution
- Playlists (with easy title drag-n-drop capability)
- Music Import and Management
- Automatic Playlist Creation from USB Stick (Places all music files into a single playlist)
- Record Announcements from an Admin Phone or Web UI
- Separate Zone Volume Controls for Paging vs. Audio distribution
- Audio Distribution to multiple zones simultaneously
- Integrated Streaming Internet radio (airable)
- Integrated commercially licensed streaming music service (SoundMachine)
- Scheduled Audio from any source (airable Radio, SoundMachine, Playlists, and Line-Input)
- Recurring Scheduled Announcements
- Targeted Announcements to any specified zone(s)
- Pink noise and white noise tones to assist with setting-up paging zone volumes

Traditional Intercom FEATURES

- Unlimited System Capacity (The number of stations/ports on the system)
- Always an Answer (calls can be put into admin groups so call will always be answered)
- Intercom Call-in (From classroom call switch)
- Unlimited Simultaneous Intercom Calls Per Facility
- Priority Paging Mic (external Mic for emergency page)
- Unlimited Program Channels
- Unlimited Number of Class of Service (CoS) Profiles
- Unlimited Paging, Time, and Audio Zones
- Emergency Call-in (Emergency calls from classroom ring with special ring & alert)
- Call Assurance Audio File plays in room to confirm call (analogous to Call Assurance LED)
- 3 Call Priorities for Call Switch (Normal, Urgent, Emergency)
- Relay Input to trigger Events or Routines
- Relay Driver Output Controls (Used to control events, e.g., open door, turn on lights, etc.)
- Emergency Call from Normal Call Switch (If call is in progress, it can be escalated to emergency status)
- Transfer Call from Room Speaker to Room Phone (Call to ceiling speaker can be dropped to the phone for privacy)
- Change/Modify Preannounce Tone
- Create Text-To-Speech Based Annoucements (Optional)
- Legacy Analog Amplifier Support
- Page Stacking / Queuing
- Ambient Noise Sensing (requires one or more NQ-GA10P paired with an ANS500M)

IP Phone Support FEATURES

- VoIP Admin Phone (NQ-T1100) with Customizable Phone Button Placement via the Nyquist GUI
- 40W PoE+ Plenum-Rated Amplifier Module with Line Output
- Nyquist Zone Paging Microphone Station (NQ-ZPMS)
- VoIP Staff/Classroom Phone (NQ-T2000)
- Support for third party ATA devices for FXO and FXS connections with custom configurations for FXS operation for feature like Off-Hook Ring Down

Event Schedules & Master Clocks FEATURES

- 72-Hour Backup Bell Schedule
- Powerful, Innovative Web-based Scheduling Interface
- Activate a Routine in Conjunction with a Scheduled Event
- Execute Any Routine Action when a selected schedule is activated
- Conditional Execution of Routine Actions based on User-Supplied Statements/Parameters
- Scheduled Volume Level changes via Routines
- Master Clock Capability
- Unlimited Number of Holiday Schedules (Ability to change Event Schedules so that tones and bells don't disturb surrounding areas when school is not in session)
- Ability to Sync External Master Clock with I/O Contact Closure
- NTP Server Support (Ability to act as or sync to an external NTP Server)
- Unlimited Schedules (Restricted Edit & View by User Role)
- Unlimited Scheduled Events
- Ability to Import/Export Holiday Schedules
- Monthly Calendar Views
- Tones: Generate/Create Tones, Upload Tones, Manage Tones

Networked Audio Power Amplifier Support FEATURES

- Gen2 Amplifier Support (NQ-A2xxx-G2/NQ-A4xxx-G2)

  4-Ch. x60W, x120W, and x300W models available
  2-Ch. x60W, x120W, and x300W models available
- Public Address Mixer/Amplifiers NQ-PA120/240/600
- Integrated Pro-Audio Digital Signal Processing
- Enhanced DSP Controls
- 20W PoE+ Plenum-Rated Amplifier Module with Line Output
- 40W PoE++ Plenum-Rated Amplifier Module with Line Output

I/O Related Equipment FEATURES

- Networked Matrix Mixer Pre-Amp with Pro-Audio DSP (NQ-P0100) (External MIC, AUX, & Digital Audio Support)
- Networked I/O Controller (NQ-E7010) (8 Inputs/8 Outputs per I/O Controller)
- Networked 2-Ch. AoIP Gateway (NQ-GA400P) (2 Line-Level Inputs and 2 Line-Level Outputs)

Configuration & Maintenance FEATURES

- System Controller with pre-installed OS & E7000 application software
- Embedded Nyquist DHCP Server Support
- Ability to Create a Self-Signed Bogen Root SSL Certificate
- Simplified Zone Configuration
- Automatic server software and firmware check & download
- Wizard-based Appliance Discovery
- Wizard-Based System Setup & Configuration (when using the NQ-SYSCTRL Nyquist System Controller)
- Web GUI Programming and Diagnostics (Ability to program and test from anywhere)
- Log File Viewing and Export (Server and System)
- Web GUI Station Status (Real-time status of VoIP devices)
- System Backup/Restore
- Automated/Scheduled System Backup
- GUI-based System Status (Current operations displayed on Dashboard)
- Monitoring of Server Status via SNMP
- Unlimited Definitions of Users, Roles, and Permissions
- Software Adjustable Paging Zone Volume
- Device & Station Supervision (with Dashboard Notifications and Email Alerts)
- Automatic update of Appliance Firmware (to match server S/W version)
- Remote Facility Status (via Routines)

IP Speaker Support FEATURES

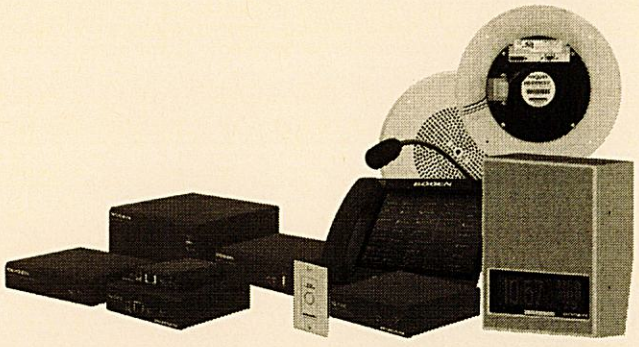
- Digital Call Switches (NQ-E7020-G2)
- Combo Clock / Messaging Wall Baffle Speaker (NQ-S1810WBC)
- VoIP Ceiling Speaker w/Talkback (NQ-S1810CT-T1)
- VoIP Wall Baffle Speaker w/Talkback (NQ-S1810WT-G3)
- CAN Bus Device Support (e.g., NQ-E7020-G2 DCS)
- PoE Plenum-Rated VoIP Intercom Module (NQ-GA10P) (Turns any speaker into a VoIP talkback speaker)
- PoE Plenum-Rated VoIP Intercom Module with HDMI output (NQ-GA10PV) (Turns any 8-ohm speaker into a VoIP talkback speaker and HDMI-capapble TVs/monitors into combo clock/ message displays)

Security & Safety FEATURES

- Automatic Failover option for Nyquist System Controller (NQ-SYSCTRL)
- Backup Paging via NQ-T1100 Admin Phones
- Clock/Messaging Display capability with NQ-GA10PV and NQ-S1810WBC
- Routines API for 3rd Party Integrations
- Automated user logout
- Routines (allow automatically launching of a sequence of actions, that the Nyquist system executes as a result of a "triggering" system event or manual input. Routines can support your crisis plans for situations such as school lockdown, weather events, or emergency evacuation.)
- Emergency Check-In feature that can be used for lockdowns
- Check-in status displayed via NQ-GA10PV-driven monitor
- NWS Alert to display specific Emergency Alert System (EAS) events on the video displays connected to the NQ-GA10PV
- Pop up of a room's video feed via the Maps view (using standard camera URLs)
- Optional password protection for all-call paging, emergency all-call paging, multi-site paging, facility paging, audio distributions, zone paging, alarms, and tones.
- Play Pre-Recorded Message with Contact Closure (via NQ-E7010 I/O Controller program logic)
- Speed-Dial Access to Common System Features (Used to make system easy to use for Administrators)
- Input contact Closure Puts System Into Page Exclusion Mode (via NQ-E7010 I/O Controller program logic)
- Output Contact Closure Triggers an External Event (via output relay control on the NQ-E7010 I/O Controller)
- Input Contact Closure Triggers an Internal Event (via NQ-E7010 I/O Controller program logic)
- Call Recording and Playback (911, Emergency, Normal)
- Emergency Page with Pre-Programmed Messages (WAV, MP3) (ex. "There is a Fire Emergency, please exit building, this is not a drill.")
- Interactive Map-Based Paging and Intercom (hierarchical drill-down views of multiple maps - including across multiple facilities)
- Text-to-Speech Based Announcements (optional feature) (Copy & paste-in complex emergency notifications & instructions)
- Routines API to Integrate with Security/Access Control Systems (optional feature)
- NWS event-based weather alerts (via Routines)

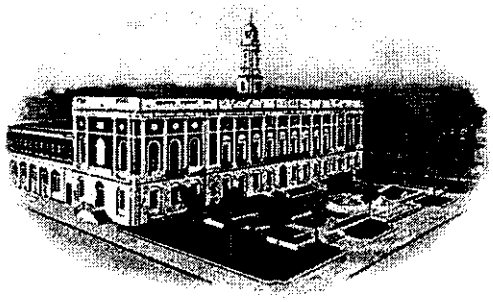
General Telephony*
FEATURES

- Voice-Prompted Features (via embedded IVR functionality) (Users are instructed as to what the next step should be)
- Intercom Access from IP Phone System (SIP ATA or Tie-Line interface to IP-PBX)
- Voice-Prompted Call Forwarding Status (via embedded IVR functionality)
- Call Monitoring (Modes: Spy, Whisper, Barge, non-DISA)
- Call Detail Recording: Display, Manage, and Export (No limit to record count)
- Call or Page via Mobile Device: SIP Client Application
- Call or Page via Mobile Device: Web UI
- SIP Trunking to PSTN/Cloud or IP-PBX
- SIP trunk management to include PBX Connection access
- SIP Trunk can be used to register Nyquist with an iPBX as a SIP endpoint
- Allow Intercom Calls to Route to PBX Extensions via SIP Trunk
- 911 Call Alerts: Notifications sent to Web UI and Admin Phones with option to monitor call
- 911 Dial Through (Provisioned via CoS allows any authorized station to direct dial 911)
- Walking CoS
- Trunk Queuing (Searches for first available outside line/trunk)
- Unlimited Number of Admin and/or Staff Phones (limited only by system licensing)
- Analog PSTN Trunk Support (Requires use of DAHDI cards or an FXO Gateway)
- Unlimited Number of Simultaneous Talk Paths (limited only by system licensing)
- Architectural Room Numbers and Names Displayed on Web UI and Admin devices
- Off-Site Call Transfer (Transfer calls to phone numbers outside of the system)
- Routing to an External Number (Provisioned via CoS)
- Route selected call priorities (e.g., Emergency) to an external number (Provisioned via CoS)
- Remote Call Pickup (Ability to answer a phone from anywhere in the building/facility)
- Voice Mail (Assignable to any station via CoS)
- Analog Intercom Access from a PBX (via FXO or FXS ports)
- Voicemail Message Waiting Indication Light (on all Bogen VoIP phones)
- Call Forwarding (Automatically sends calls to another station on the system)
- Callback Request with associated Callback Request Indicator
- DID Call Routing (Direct inward line routes to office phone)
- DISA Call Routing (Allows direct inward station access from outside the system)
- Security DISA Call Routing (Allows direct inward station access from outside the system using a passcode)
- Password Protected Access to Admin Phone Features
- Ability to Place Normal or Emergency Calls
- Dial Out to PSTN/PBX (requires optional DAHDI FXO cards or ATA FXO ports)
- Receive Outside Calls (PSTN/PBX)
- Analog Telephone (aka 2500 Set) Support (via 3rd-party 24-port FXS VoIP Gateway integration)



© Bogen Communications LLC 740-00200 20240619

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

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Please refer to the question and answer below.

Question: Are the hallway and classroom speakers to be replaced at Tinker Elementary?
Answer: Yes.

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

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Public Address Proposal

TONE KLEAR COMMUNICATIONS
54 Church Street
Old Saybrook, CT 06475
Tel (860) 388-3970

WK@TKC-CT.COM
SF@TKC-CT.COM

JOB *Tinker Elementary*
DATE *09/08/26*
CO *Waterbury Public Schools*
ATTN *Kevin*
TEL
FAX

Qty	Item as specified		
	Repurpose existing system infrastructure cable replace classroom speakers		
1	Bogen E7000 Master Communication CPU		
2	Bogen E7000 Station bridges		
1	Bogen E7000 two channel power amplifier		
1	Bogen E7000 I/O controller		
1	Bogen E7000 VOIP touch displays		
1	Bogen E7000 mixer		
1	Bogen SIP trunk PBX interface		
lot	NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE-BRIDGE LICENSE		
lot	NYQUIST E7000 EDUCATIONAL SYSTEM CONCURENT CALL LICENSE		
lot	ASB NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE		
1	NYQUIST E7000 1 YEAR S/W WARRANTY		
1	NYQUIST 1-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - STATION LICENSES		
1	NYQUIST 1-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - CONCURRENT CALL		
1	12 Rack Space network cabinet to be installed in existing intercom location		
1	SYSTEM USE AND STAFF TRAINING		
10	REMOVE AND REPLACE EXISTING CORRIDOR BI-DIRETIONAL SPEAKERS		
3	PROVIDE AND INSTALL 3 NEW EXTERIOR HORNS STYLE SPEAKERS		
	ANY AND ALL NEW CABLE REQUIRED WILL BE INSTALLED BY OWNER		
		Base	**$ 36,955.00**
	Bogen incentive for MCP-35A Bogen System trade	$1,500.00	

TOTAL $35,455.00

NOTES:
Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

[X] This proposal is as specified
[ ] This proposal is based on what we consider to be an appropriate equivalent

Authorized Signature

Public Address Proposal

TONE KLEAR COMMUNICATIONS
54 Church Street
Old Saybrook, CT 06475
Tel (860) 388-3970

WK@TKC-CT.COM
SF@TKC-CT.COM

JOB *Bunker Hill School*
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SPECIAL CONDITIONS

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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. 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 due to construction and/or new installations.

ARTICLE 4. 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 at least one observation (in the sole discretion of the City) for each excavated area.

ARTICLE 5. 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 6. 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 7. 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 8. 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 9 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 9. 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 bene fits, 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% 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.

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. ADDENDUM TO GENERAL CONDITIONS ARTICLE 1 – NOT USED

ARTICLE 13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS – NOT USED

ARTICLE 14. ADDENDUM TO GENERAL CONDITIONS ARTICLE 2 – NOT USED

ARTICLE 15. ADDENDUM TO GENERAL CONDITIONS ARTICLES 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 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 <u>not</u> required for this Project.

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 93
In lieu of the daily reports required in Article 93 of the general conditions, the contractor shall provide said reports weekly.

ARTICLE 19. INTENT OF DRAWINGS - NOT USED

ARTICLE 20. ADDENDUM TO GENERAL CONDITION ARTICLE 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. ADDENDUM TO GENERAL CONDITION ARTICLE 48
Reference is made to General Condition Article 48 – **CITY OF WATERBURY ORDINANCE CHAPTER 34.** The City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34) does not apply to RFP#8873 work.

END OF SECTION

GENERAL CONDITIONS

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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, the costs associated with all work under the General Conditions shall be included in Contractor's Total Bid Price (also referred to as Contract Total Compensation amount).

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 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).

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.

2.02 The Construction Progress Schedule shall, at a minimum, indicate the proposed scheduling of all major items of work and Project components. The schedule shall state the methods for doing each portion of the work and show the significant on-site construction activities with planned early/late start early/late completion dates and total float for each activity, including activities of the Contractor, subcontractors, fabricators, and suppliers to ensure adequate planning and communication. Activities shall include, the following items, as applicable: (a) milestone events; (b) seasonal weather limitations (c) the procurement and fabrication of materials, plant and equipment and any associated submittals; (d) the order in which the Contractor proposes to complete activities; (e) temporary structures or systems; (f) major construction or work zone traffic control stages; (g) activities assigned to Utilities, railroads and other parties; (h) activities assigned to the City and other State or municipal entities; (i) sampling and testing of materials; (j) settlement, surcharge or cure periods; (k) punch list work, (l) inspection activities assigned to the City, including final inspection and (m) all project closeout activities and requirements. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required herein. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

Upon approval of the initial Construction Progress Schedule by the Project Engineer, this schedule shall also be referred to as

the "Baseline Construction Progress Schedule" or "Baseline Schedule."

2.03 The Contractor shall perform the work of this Contract to satisfy the approved Construction Progress Schedule; 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 Project Engineer deems to be in the best interests of the City. The latest version of the Construction Progress Schedule, as amended and approved by the Project Engineer, shall also be referred to as the "Current Construction Progress Schedule" or "Current Schedule." The approval of the Construction Progress Schedule, or any revision thereof, shall in no way waive the requirements of the Contract nor shall it excuse the Contractor from any obligations under the Contract.

2.04 The Contractor shall be required to execute his work in accordance with the Construction Progress and in accordance with any additional requirements specified herein and/or revisions 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 Project Engineer from time to time, at no additional expense to the City.

Until Final Completion of the work, Contractor shall continually evaluate the status of the Project, comparing it to the current Construction Progress Schedule, or approved revision thereof. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the Current Schedule, or any component thereof.

2.05 The Contractor must use Primavera P6 or Oracle or City-approved equal software to prepare, maintain and update the Construction Progress Schedule.

2.06 Contractor shall provide the following:

Monthly Updates: Each month, as of a calendar date mutually acceptable to the Contractor and to the Project Engineer, the Contractor shall deliver to the Engineer three (3) prints of all required schedule diagrams and tabulations. In addition, the Contractor shall deliver one (1) copy of the project backup data CD-ROM(s), which includes all Primavera project files. The schedule shall be updated to show the work actually accomplished during the preceding months, the actual time consumed for each activity, and the estimated time remaining for any activity which has been started but not completed.

Biweekly Schedules: Each week, the Contractor shall be required to produce and submit to the Project Engineer a biweekly schedule showing all activities planned for the following two week period. This short term schedule may be handwritten; however a two week "look ahead" filter from the Construction Progress Schedule is preferred. The biweekly schedule shall clearly indicate all work planned on a crew basis for the two week period.

Recovery Schedules: If completion of any part of the work, delivery of equipment or materials, or submission of submittals or required documentation is behind the approved Construction Progress Schedule and will impact the end date of the work past the Contract completion dates (create negative float), the Contractor shall submit in writing, a revised Construction Project Schedule acceptable to the City for completing the work on or before the current Contract completion dates.

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:

- Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
- 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
- Reschedule work items to achieve concurrent accomplishment of work activities.

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 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 one (1) week after the Notice to Proceed, as a basis for estimating progress payments, the Contractor shall submit for the approval of the City, on forms provided by the City, a certified Schedule of Values,for lump sum bid items 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 bid items, 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. PROGRESS PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Progress 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 Progress 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 (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. 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. Approval of material sources shall be in accordance with Section 1.06 of Form 817.

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 seven (7) 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. 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 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 prior to the start of construction or as order by the engineer.

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, 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. The boring log data is contained within the Notice to Contractor – Pavement Core and Boring Log Data

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 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 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 Deleted

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 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.

21.04 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) calendar days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material and Payment 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 material, tools and other expendable equipment to the extent of one-hundred per cent (100%) of the cost thereof, 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.
2. 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. DELETED

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. DELETED

ARTICLE 29. DELETED

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. 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 seven (7) calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within seven (7) 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.

34.02 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 by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the Project Engineer.

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 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. DELETED

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 in the manner provided for 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. Such drawings and specifications are not to be used in other work.

ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Not applicable to this contract.

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 other 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 Sections 31-53 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 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 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 project acceptance 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. 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, Waterbury, CT 06702,

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 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 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.

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 progress 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, 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

97.02 A professional background assessment of historic properties has identified a Pre-European Contact archaeological resource (Platts Mill Road Park Site (State No. 151-07) within the project limits. See attached "Memorandum of Agreement (MOA)" for more details.

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.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes ands 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

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. The Contractor shall complete all work and/or correct all deficiencies identified during the semi final inspection.

ARTICLE 107. CERTIFICATE OF FINAL COMPLETION

107.01 Upon completion of all work required by the plans and specifications and the work identified by the Project Engineer, the City shall issue a CERTIFICATE OF FINAL COMPLETION.

ARTICLE 108. SEMI-FINAL PAYMENT APPLICATION

108.01 Upon the completion of the required work as required by the Contract Documents, 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 ESTIMATE shall be signed by the Contractor and by the Project Engineer.

ARTICLE 109. FINAL ACCEPTANCE OF PROJECT

109.01 FINAL ACCEPTANCE of the Project shall occur when:

(a) 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. Reports and forms required on all Federal Aid 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. After final inspection has been held, all required additional work and final cleaning-up have been completed, and all of the Contractor's equipment and construction signs have been removed from the Project site;

(b) City has issued SEMI-FINAL PAYMENT to the Contractor, and

(c) Upon delivery to Contractor by City of written notice of FINAL ACCEPTANCE of the Project.

ARTICLE 110. FINAL ESTIMATE

110.01 The FINAL ESTIMATE shall state the final Contract amount, any liquidated damage amounts, all City payments to Contractor, retainage to be released to Contractor after FINAL ACCEPTANCE of the Project by the City, and final amount of any holdback(s) by the City, plus any other credits from Contractor to the City.

110.02 The FINAL ESTIMATE shall be signed by the Contractor and by the Project Engineer.

ARTICLE 111. CERTIFICATION OF FINAL PAYMENT

111.01 Based on amounts set forth in the FINAL ESTIMATE, the Contractor shall prepare and submit its Final Payment Application.

111.02 FINAL PAYMENT to the Contractor shall be based on City's Certification of Contractor's Final Payment Application.

ARTICLE 112. ACCEPTANCE OF FINAL PAYMENT

112.01 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) 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.

END OF SECTION

REQUEST FOR PROPOSAL #8873
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Public Address Systems at Bunker Hill & Tinker Elementary Schools

ATTACHMENT F

Scope of Services

BUNKER HILL ELEMENTARY 170 BUNKER HILL AVENUE WTBY CT 06708

1. PROJECT OVERVIEW

The City of Waterbury seeks qualified vendors to design, remove existing, furnish new, install, test, and commission a commercial-grade Public Address (PA) and Intercom System at Bunker Hill Elementary School.

The system shall support:

- Daily announcements
- Emergency communication
- Integration with existing VoIP and fire alarm systems
- Zoned paging with high intelligibility

The solution must be scalable, code-compliant, and suitable for a K–12 educational environment

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2. SYSTEM DESIGN & ENGINEERING REQUIREMENTS

The successful respondent shall:

- Conduct a comprehensive site assessment and acoustical analysis
- Provide engineered speaker layout drawings
- Design system in accordance with:
    - ANSI/AVIXA (INFOCOMM) standards
    - NFPA 72 (Fire Alarm and Signaling Code)
    - Local building and electrical codes

Performance Requirements:

- Target SPL: 65–75 dB
- Coverage uniformity: ±3 dB
- Speech intelligibility: STI ≥ 0.6

Vendor must submit:

- Acoustic modeling calculations
- Speaker placement drawings
- Predicted SPL maps

3. SYSTEM ARCHITECTURE REQUIREMENTS

Mandatory System Type:

The system shall be a hybrid architecture consisting of:

- 70V distributed audio system (primary backbone)
- IP-based paging and control system

The system must include:

- Central DSP-based paging controller
- Network-enabled endpoints (PoE where applicable)
- Centralized amplification with headroom capacity

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4. EQUIPMENT REQUIREMENTS

All equipment shall be commercial-grade, UL-listed, and designed for continuous institutional use.

4.1 Central Control System

- DSP-enabled paging controller
- Minimum:
  - 4 mic/line inputs
  - 4 output zones (expandable)
- Must support:
  - SIP/VoIP integration
  - Scheduled events (bells, tones)
  - Emergency override logic

4.2 Amplification System

- Centralized 70V amplifiers
- Minimum 20% headroom above calculated load
- Must include:
  - Thermal protection
  - Overload protection
  - Rack-mount design

4.3 Speakers

Indoor Speakers:

- 70V/100V ceiling or wall-mounted
- Tap settings: 10W–30W
- Frequency response: 80 Hz – 16 kHz
- Wide dispersion for even coverage

Outdoor Speakers:

- Weatherproof, IP65 rated minimum
- Power handling: 30W–60W
- UV and corrosion resistant
- Outdoor speakers must have independently adjustable volume controls per zone

- Volume must be adjustable:
  - At the amplifier level AND/OR
  - Via local attenuators or DSP zone control
- System must allow reduction of outdoor volume to prevent disturbance to neighboring properties

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4.4 Microphones

Required:

- Desktop paging microphone with push-to-talk
- Wireless microphone system:
  - UHF, VHF, or DECT
  - Rechargeable battery system
- ADA-compliant interface options

4.5 Network / IP Integration

- PoE-capable endpoints
- VLAN-compatible
- SIP-compliant (RFC 3261)

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5. SYSTEM INTEGRATION REQUIREMENTS

5.1 Fire Alarm Integration

- Must interface with existing Fire Alarm Control Panel (FACP)
- Must provide:
  - Priority override
  - Automatic muting of non-emergency audio
- Must comply with NFPA 72

5.2 VoIP Phone System Integration

- Integration with Waterbury Public Schools VoIP system
- Must allow:
  - Main office paging
  - System-wide broadcast capability
- Classroom-to-classroom calling is NOT required

5.3 Bell / Scheduling System

- Must support:
  - Automated bell schedules
  - Pre-recorded announcements
- Integration via:
  - IP API, relay, or contact closure

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6. INSTALLATION REQUIREMENTS

- All cabling must be:
  - Plenum-rated (CMP/CL3P)
- Installation must comply with:
  - NEC Article 725 (Class 2 & 3 circuits)
- Please specify price comparison between City using City electricians to perform cable pulls vs contractor's work

Equipment Rack:

- UL-listed 19" rack including:
  - Power distribution unit
  - Cable management
  - Cooling/ventilation

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7. POWER & BACKUP REQUIREMENTS

- Provide centralized UPS system
- Minimum 30 minutes runtime for:
  - Control systems
  - Amplifiers
  - Network equipment

---

8. TESTING & COMMISSIONING

Vendor shall perform full system validation including:

- SPL verification using calibrated meter
- Intelligibility testing (STI)
- Zone-by-zone testing

Deliverables:

- As-built drawings
- Wiring schematics
- Equipment data sheets
- Test results
- Compliance certifications (UL, FCC, ADA)

---

9. TRAINING & DOCUMENTATION

Vendor shall provide:

- On-site training for staff
- User manuals and quick-start guides
- System diagrams

---

10. WARRANTY & SUPPORT

- Minimum 1-year warranty (parts & labor)
- Optional multi-year service agreement including:
    - Preventative maintenance
    - Software updates
    - Priority support

---

11. MINIMUM FUNCTIONAL REQUIREMENTS

The system must:

- Support multi-zone paging (by floor)
- Provide uniform audio coverage
- Integrate with:
    - Fire alarm system
    - VoIP system
- Support:
    - Live paging
    - Scheduled tones
    - Emergency broadcasts

12. APPROVED MANUFACTURERS / BASIS OF DESIGN

To ensure system reliability, performance, and long-term supportability, all major system components shall be provided by manufacturers with demonstrated experience in commercial institutional PA and mass notification systems.

12.1 Basis of Design

The system shall be based on one of the following manufacturers:

- AtlasIED
- Bogen Communications

These manufacturers establish the minimum standard of quality, performance, and integration required for this project.

12.2 Acceptable Manufacturers (or Equal)

Equivalent systems may be proposed from the following manufacturers, provided full compliance with all specifications is demonstrated:

Paging / DSP / System Controllers

- AtlasIED
- Bogen Communications
- Valcom

Amplifiers (70V Commercial Grade)

- QSC
- Crown Audio
- AtlasIED
- Bogen Communications

Speakers (Indoor 70V Ceiling/Wall)

- AtlasIED
- JBL Professional
- Electro-Voice
- Bogen Communications

Outdoor / Horn Speakers

- AtlasIED
- Bogen Communications

- JBL Professional

12.3 Substitution Requirements

Any proposed “equal” system must:

- Meet or exceed all performance specifications, including:
  - SPL coverage (65–75 dB)
  - ±3 dB uniformity
  - STI ≥ 0.6
- Provide documented proof of prior installations in K–12 environments
- Include full system integration capability (VoIP, FACP, zoning)
- Be supported by a U.S.-based manufacturer with available technical support

---

12.4 Unacceptable Equipment

The following will NOT be accepted:

- Consumer-grade or prosumer audio equipment.
- Systems lacking centralized amplification (70V backbone).
- Standalone IP speaker systems without:
  - Engineered acoustic design.
  - Verified SPL performance.

    Manufacturers without established commercial installation history

TINKER ELEMENTARY SCHOOL 809 HIGHLAND AVENUE WTBY CT 06708

1.System Design and Planning

- Conduct a comprehensive site assessment and acoustical survey to determine optimal speaker, amplifier, and control interface locations in accordance with ANSI/INFOCOMM standards.
- Install a fully zoned PA system to ensure uniform SPL (Sound Pressure Level) coverage (target: 65–75 dB SPL) across all instructional, administrative, common, and outdoor areas.
- Comply with local building, fire, and electrical codes, and align with NFPA 72 (National Fire Alarm and Signaling Code) where applicable.

2. Equipment Procurement

- Supply commercial-grade audio components rated for continuous institutional use, including:
  - 70V/100V line distributed audio speakers (wall/ceiling-mount) rated at minimum 10–30W each depending on zone requirements.

    - Amplifiers with minimum 20% headroom, equipped with thermal and overload protection.
    - Wired and wireless UHF/VHF or DECT-based microphones, with ADA-compliant interface options.
    - Central paging processor/controller with DSP (Digital Signal Processing) capabilities and minimum 4 mic/line inputs, 4 output zones (expandable).
- All equipment shall be RoHS-compliant and support firmware updates for future compatibility.

3. Installation and Configuration

- Install speakers and cabling infrastructure using plenum-rated cabling (CMP/CL3P) in accordance with NEC Article 725 for Class 2 and Class 3 power-limited circuits.
- Provide a UL-listed 19” equipment rack with power distribution unit, cable management, and thermal ventilation.
- Interface with existing IT infrastructure via PoE-capable network audio endpoints
- Ensure integration with:
    - Fire Alarm Control Panel (FACP) for priority override.
    - Bell/intercom schedule systems via contact closure, relay, or IP API.
    - School phone system
- Outdoor speakers must be weatherproof (IP65-rated) with UV and corrosion resistance.

4. Testing and Quality Assurance

- Perform validation using SPL meters, tone generators, and signal analyzers to verify:
    - Coverage uniformity within ±3 dB SPL variance.
    - Audio intelligibility (STI ≥ 0.6 recommended for voice).
- Submit a full commissioning report including:
    - Wiring schematics.
    - Component data sheets.
    - Audio test results.
    - Compliance documentation (FCC, UL, ADA where applicable).

5. Training and Support

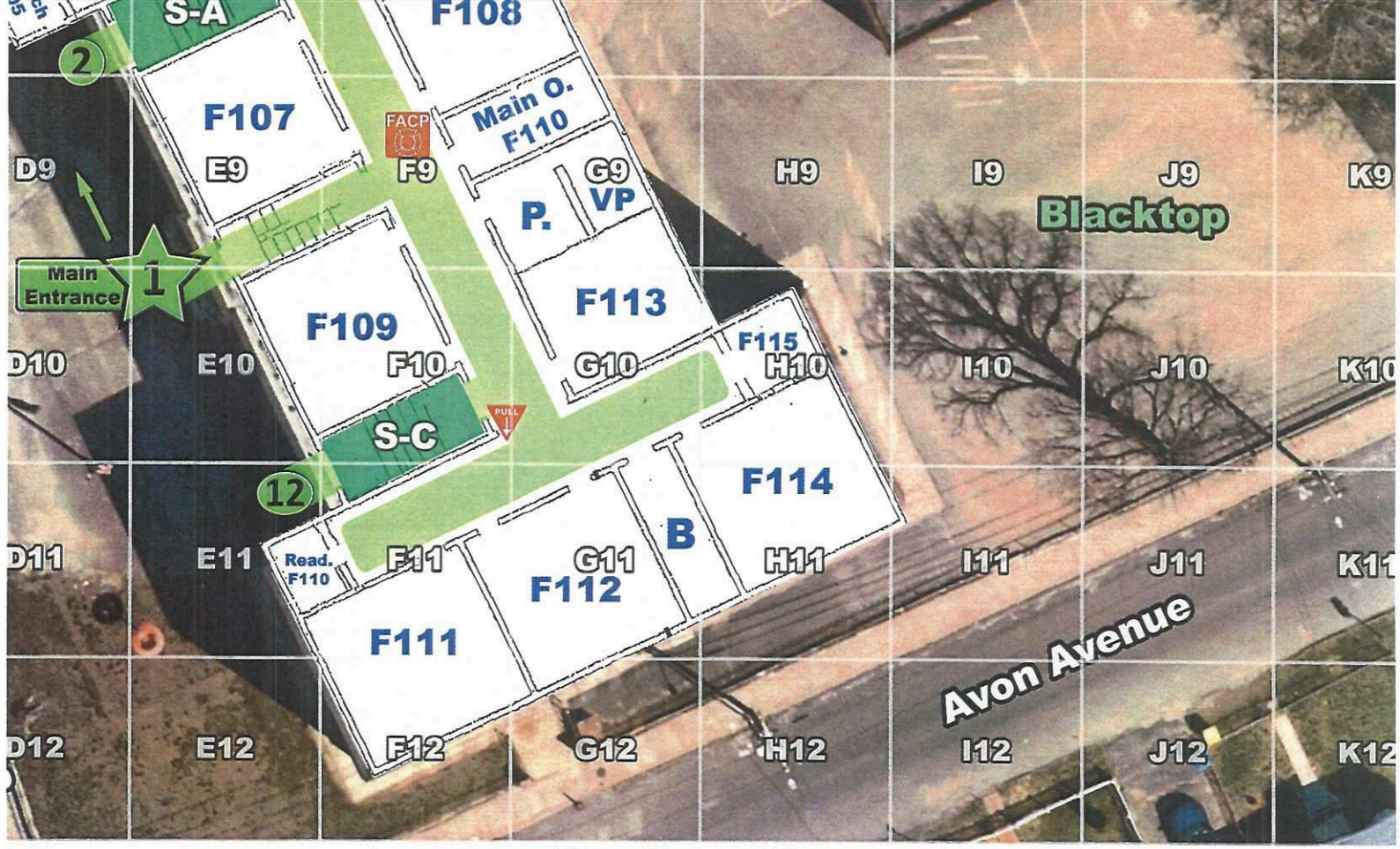
- Provide on-site operational training to school administrators and designated staff.
- Supply user manuals, quick-start guides, and schematic diagrams.
- Include 1-year minimum warranty on parts/labor and offer a renewable annual service agreement including preventative maintenance, software updates, and priority support.

6. System Requirements

The system must support the following minimum operational and safety standards:

- Central control processor with multi-source input (mic, auxiliary, pre-recorded, IP audio).

- Zoning functionality for customizable area-based broadcasts (e.g., by floor, wing, or building).
- Speakers:
    - Indoor: Ceiling/wall-mount 70V speakers (10–30W), 8-ohm or 70V selectable, frequency response 80 Hz–16 kHz.
    - Outdoor: Horn or surface-mount 30–60W, IP65 rated.
- Microphones:
    - Wired desktop paging mic with push-to-talk.
    - Wireless handheld/lavalier with rechargeable battery systems.
    - Must integrate to WPS VOIP system to allow each classroom broadcast system wide
- Emergency integration:
    - Must accept fire panel override input.
    - Capable of auto-muting standard announcements during emergencies.
- Power backup:
    - System-wide UPS (minimum 30 minutes' runtime) for control rack and amplifiers.



North UP

10 YARD GRID

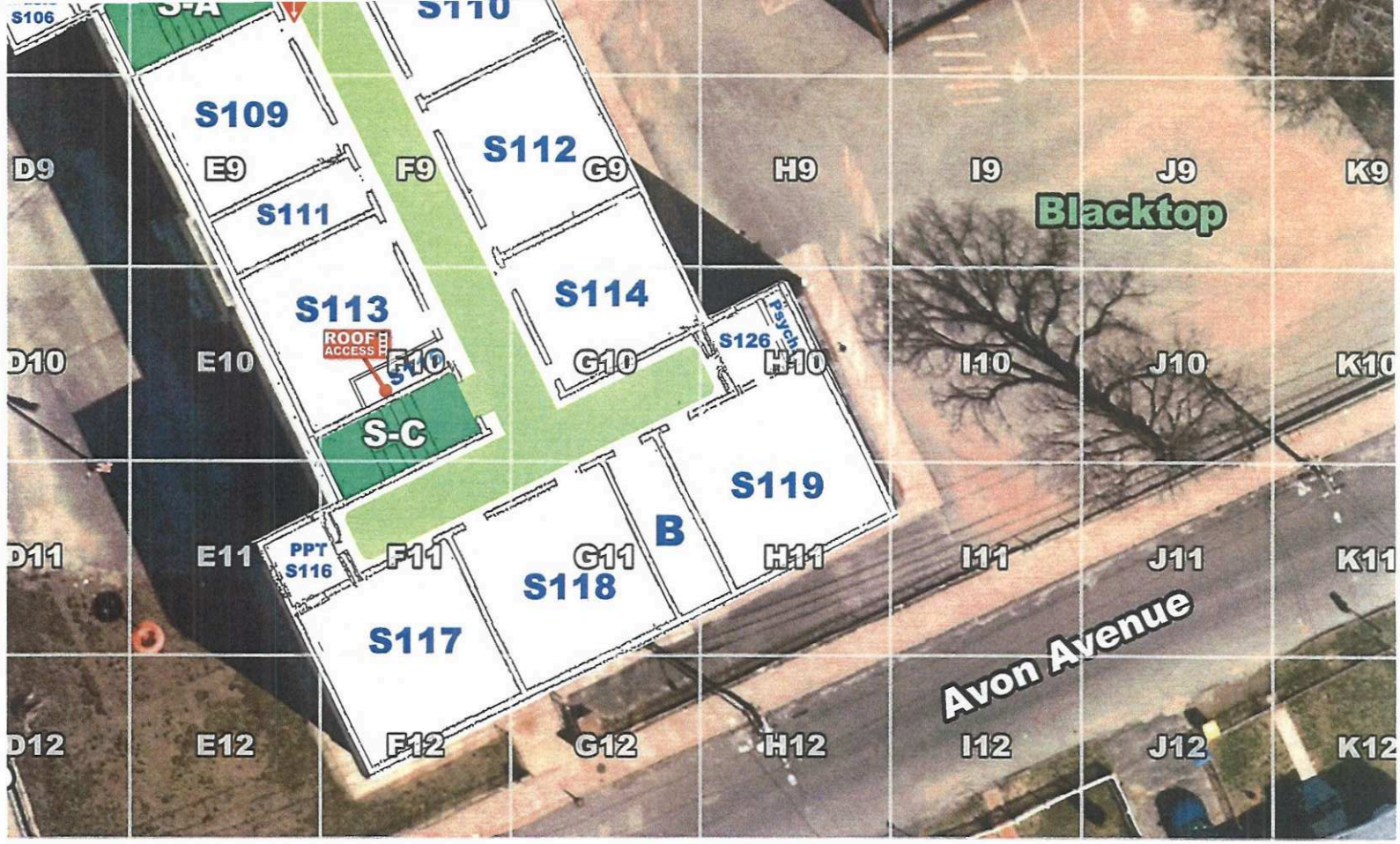
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First Floor - Micro

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708

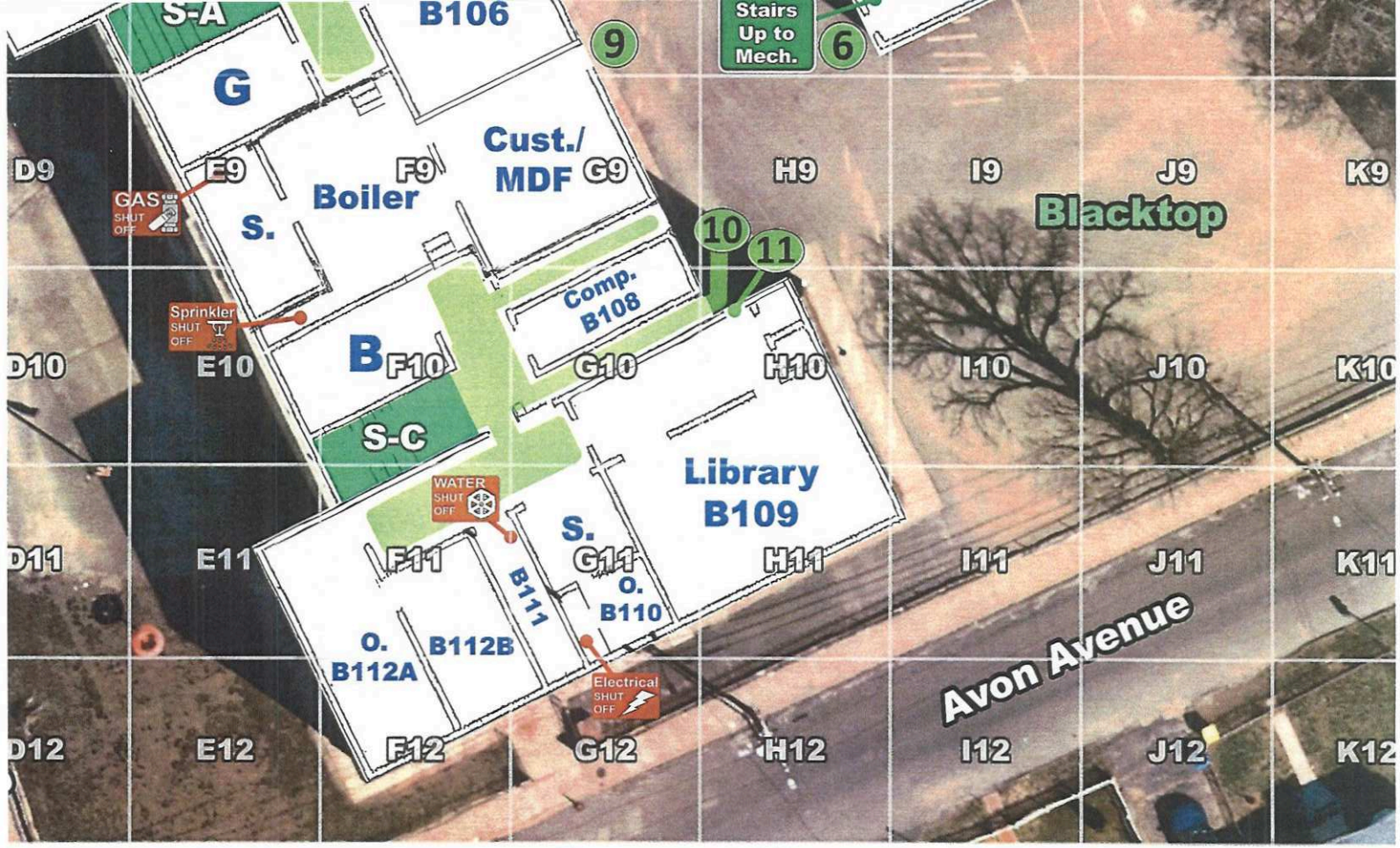


Second Floor - Micro

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708

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North UP

10 YARD GRID

Version Control # V1.0

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Basement - Micro

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708


Our Lady of Mt. Carmel Roman Catholic Church
Mt. Carmel Child Care Center
EVAC. SITE
Congress Avenue
Highland Avenue
Dominos
Thomaston Savings Bank
4
3
7
8
9
6
10
11



North UP

Version Control # V1.0

10 YARD GRID

First Floor - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



North UP

Version Control # V1.0

10 YARD GRID

Second Floor - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



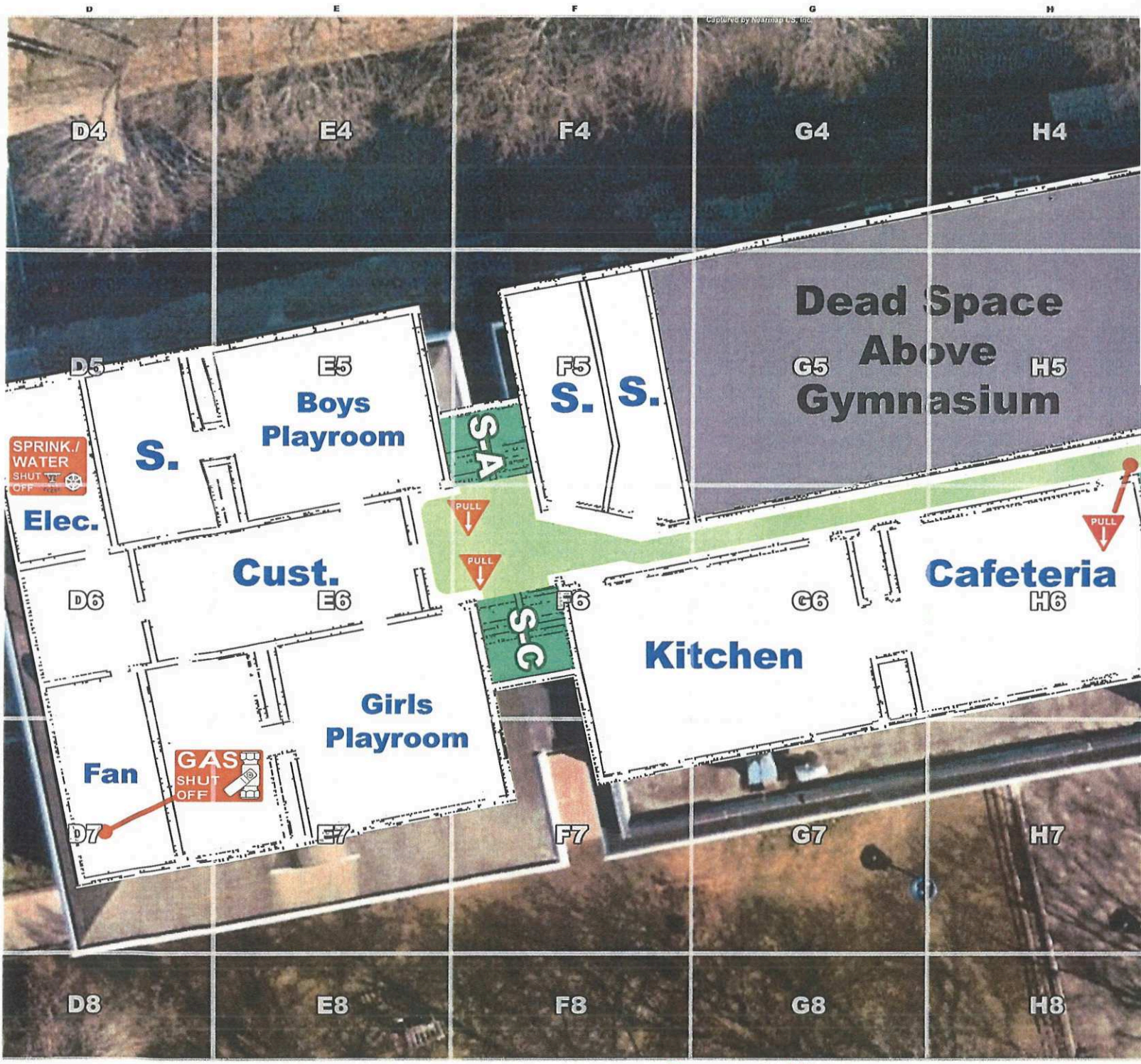
North UP

North UP Version Control # V1.0

Gym Level - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



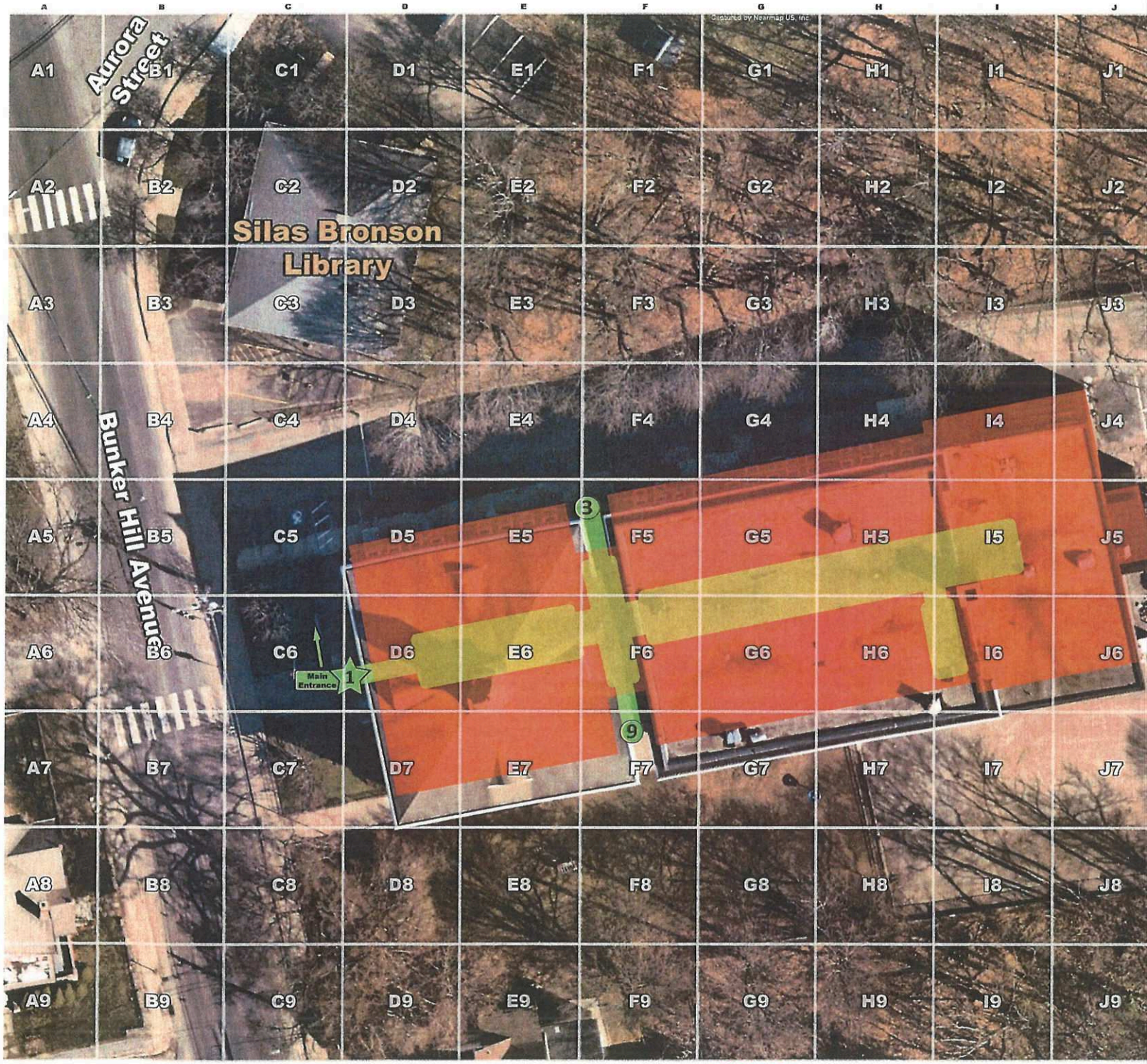
North UP

Version Control # V1.0

Basement - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



CRG

North UP

Version Control #

V1.0

10 YARD GRID

MACRO

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708

Attachment B-1

NON-DISCRIMINATION CONTRACT LANGUAGE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to 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, status as a victim of sexual assault or status as a victim of trafficking in persons, 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, status as a victim of sexual assault or status as a victim of trafficking in persons, 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.

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

September 10, 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 September 17, 2026, of Amendment Three (3) to the Professional Services Agreement (RFP #6571), with Catapult Learning, LCC for Waterbury Non-public Schools (Title I) Tutoring Services.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

Catholic Academy of Waterbury

Loving Hearts, Innovative Minds, Faith-Filled Spirits

To: Honorable Board of Aldermen
Honorable Board of Education

From: Dr. Christa Chodkowski, Principal

Date: August 20, 2026

Subject: Contract Amendment for Catapult Learning with Catholic Academy of Waterbury

Dear Partners in Education of Waterbury's Children,

The Waterbury Public Schools has a contract with Catapult Learning on behalf of Catholic Academy of Waterbury (a non-public school), which has been in place since the 2020-2021 school year. This is reflected in RFP 6571. Our school currently utilizes Catapult Learning for Title 1 tutoring for students in need of Math and Reading support as is consistent with our original contract. The program has proven highly beneficial for our students. In light of the success of the program, and the resignation of our Title 1 Social Worker, it would be in our students' best interest to expand the scope of Catapult's services for their benefit to include social work from Catapult.

We are respectfully requesting that the contract with Catapult Learning be amended to reflect the revision proposal attached. This revision would be a no-cost shift between the services listed in Amendment 2 to the present Amendment. Per the attached proposal, I am requesting a shift in the total allocated dollars from being totally used for tutoring to being partially used for Social Work (a service that Catapult also provides, of which I am in need in light of the resignation of my present Social Worker). The hourly rate is the same and simply reflects a shift in approved Title 1 services.

Catapult Learning has provided experienced, certified teachers to serve as tutors for the us in the past, as required by Title 1 Part A of the Elementary and Secondary Education Act. They also provide the same level of professional credentials in their Social Work team.

Thank you for your continued consideration of this request on behalf of the students of Catholic Academy of Waterbury. Should you have any questions, please do not hesitate to contact me.

Respectfully,

Christa Chodkowski

Dr. Christa Chodkowski

Principal

Amendment 3
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 Amendment Number 2, executed by the Mayor of the City of Waterbury on June 28, 2026; and

WHEREAS, the parties wish to amend said Agreement, as amended, in order to expand the scope of services to include social work pursuant to Catapult’s Proposal for Intervention Tutoring and Counseling for the Catholic Academy of Waterbury School / Waterbury School District dated July 8, 2026, consisting of 5 pages and attached to this Amendment 3, at no additional cost, on the same terms and conditions as the Agreement, as further set forth in **Attachment A** to this Amendment 3.

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:

1.1.8. Catapult Learning Counseling Services. Catapult shall provide flexible social-emotional and behavioral support tailored to the schools’ mission and the needs of its students, including individual counseling, small group counseling, classroom guidance, crisis support and additional resources designed to promote academic success, emotional well-being, positive behavior, and healthy peer relationships as further set forth in **Attachment A** to Amendment 3.

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.
1.2.12. Catapult’s Proposal for Intervention Tutoring and Counseling for the Catholic Academy of Waterbury School / Waterbury School District dated July 8, 2026, consisting of 5 pages, **Attachment A** to Amendment 3.

3. Section 1.3 shall be deleted and amended as follows:

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
1.3.8. Catapult's Proposal for Intervention Tutoring and Counseling for the Catholic Academy of Waterbury School / Waterbury School District dated July 8, 2026, consisting of 5 pages, **Attachment A** to Amendment 3

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: (1) 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;** and (2) Catapult's Proposal for Intervention Tutoring and Counseling for the Catholic Academy of Waterbury School / Waterbury School District dated July 8, 2026, consisting of 5 pages, attached to Amendment 3 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 3 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 3
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 Tutoring and Counseling for the Catholic Academy of Waterbury School / Waterbury School District dated July 8, 2026, consisting of 5 pages, attached hereto

Catapult Learning





Proposal for Intervention Tutoring and Counseling for the Catholic Academy of Waterbury School/Waterbury School District

July 8, 2026

Prepared by Catapult Learning:

Jessica King
Regional Director
781-718-1405
Jessica.king@catapultlearning.com

Executive Summary

Catholic Academy of Waterbury is committed to ensuring every student has the academic and social-emotional support needed to succeed. Catapult Learning's supplemental Intervention Tutoring and Counseling services are designed to strengthen that commitment by providing targeted, evidence-based support that complements classroom instruction and addresses barriers to student achievement.

Proposed Solution

The proposed solution combines comprehensive program implementation, direct student services, and ongoing program management in a fully supported model. Catapult Learning manages planning, staffing, enrollment, scheduling coordination, instructor and counselor preparation, and program oversight, enabling school leaders to focus on student success. With experienced local leadership and proactive recruitment of qualified educators and counselors, Catapult Learning is positioned to launch services efficiently and deliver consistent, high-quality support.

Intervention Tutoring provides personalized academic assistance using the Catholic Academy of Waterbury's existing reading and mathematics curriculum. Working collaboratively with classroom teachers, Catapult Learning tutors identify individual learning gaps, develop targeted learning plans, and provide focused instruction that reinforces classroom learning. Delivered in flexible small-group settings of up to eight students, tutoring sessions emphasize active student engagement, individualized instruction, and meaningful practice that helps students build confidence while strengthening academic skills.

Complementing academic intervention, Catapult Learning's counseling services provide flexible social-emotional and behavioral support tailored to the school's mission and the needs of its students. Services include individual counseling, small-group counseling, and classroom guidance designed to promote academic success, emotional well-being, positive behavior, and healthy peer relationships. Counselors partner with teachers and families to address challenges that may interfere with learning, provide crisis support when needed, and connect students with additional resources when appropriate.

Evidence of Effectiveness

Together, these integrated academic and counseling services provide Catholic Academy of Waterbury with a comprehensive system of support that addresses both learning needs and student well-being. Through research-based instructional practices, personalized interventions, experienced educators and counselors, and ongoing program management, Catapult Learning will partner with the Academy to help students build the skills, confidence, and resilience needed for long-term success.

Proposed Pricing

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, direct services to students, and program management.

We include our proposed pricing below.

Tutoring and Counseling Services	
Tutoring Hours Per Week Per Staff Member	1 social worker 15 hours per week teachers 6 hours per week each
Number of Staff	3
Number of Students	30
Number of Weeks:	30
Cost of Service:	**$57,169**

The quoted prices will be honored for 90 days from the date of this proposal (July 8, 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.

Appendix – Service Overview

Supplemental services from Catapult Learning offer school districts a fast, effective way to provide students with additional learning opportunities beyond core instruction. With strong national and local leadership, we begin recruiting qualified local tutors even before contracts are finalized, ensuring a quick program launch. Our comprehensive, research-based services are delivered by certified educators and include full implementation support - planning, staffing, enrollment, and coordination - paired with high-impact, small-group instruction using proprietary, standards-aligned curricula tailored to student needs. Our programs feature real-time progress tracking through an intuitive management platform, robust instructor training, and ongoing support to ensure instructional quality and strong outcomes.

Tutorial Model

Our Tutorial Model is recommended for schools that will use their curricula for reading and math. This model can be delivered virtually, in-person, or through a hybrid model. It targets all students and involves 2 or more sessions per week, with an average of 45 minutes per session. The group size for this model can be up to 8:1. The timing is typically after school, but it can also be before, during, or on weekends. The curriculum used is the school's own curriculum. Assessments used in this model include Diagnostic, Formative, Interim, and Summative (optional).

The Catapult Learning tutor, in collaboration with the classroom teacher, identifies skill gaps, and creates a personalized learning plan using classroom material to address the student's specific academic needs. The tutor utilizes our proprietary Core Instructional Model to build capacity in each area of opportunity and to provide practice in transferring knowledge to the classroom and the real world. Each lesson is designed to create Academic Learning Time for every student. The three indicators of Academic Learning Time are: Student knows and understands the lesson objective, Student actively manipulates content in relation to the lesson objective, and during this active manipulation, the student experiences a 75-95% success rate. Each lesson needs to be personalized to meet the specific needs of the student or small group and create Academic Learning Time in the students' Zones of Proximal Development.

Small Group Instructional Model

Our Small Group Instructional Model is designed to work with small groups of students using activities that align to instructional objectives and can be differentiated to individual students' needs within the group. The model sets clear and consistent expectations for student behavior and participation. It includes guided peer and teacher interactive techniques to enhance student interest and attitudes toward learning, and to promote active learner engagement. The low student-to-teacher ratio allows teachers to support and interact with each student and provide immediate feedback based on each student's performance on independent activities.

The model emphasizes process as well as product, addressing specific skills within a carefully crafted lesson framework. It combines a diagnostic prescriptive approach with a coherent set of research-based,

best practices. Lessons are designed and delivered in a gradual release of responsibility model to ensure students spend significant instructional time in what researchers refer to as Academic Learning Time (ALT). The instructional model emphasizes teacher "think-alouds" in every lesson to make the skill and thought process visible. Teachers deliver systematic, explicit instruction with scaffolding to ensure that all students succeed. This model uses our proprietary *Achieve* curricula.

Counseling

Catapult Learning's counseling program is tailored to each school's mission and student needs, providing support that promotes academic, emotional, behavioral, and social growth. Services are flexible and include individual, small-group, and whole-class counseling, available during the school day or as part of a summer program. Counselors collaborate with teachers and families, offer crisis support, and make referrals as needed. We offer individual counseling, small-group counseling, and whole class developmental guidance.

Individual Counseling helps students overcome barriers to learning through short-term, goal-focused sessions. Small-Group Counseling supports 2–6 students facing similar challenges, such as anxiety, self-esteem, or anger. Groups meet for 4–8 weeks and may be repeated as needed. Whole-Class Guidance provides grade-level lessons that focus on academic, personal, social, and career development skills, aligned to the school's goals. Topics include decision making, communication, goal setting, and responsible behavior.

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

September 10, 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 September 17, 2026, of Amendment One (1) to the Construction Contract with Infrastructure Repair Service, LLC (RFP #8599), for pool slab repair at John F. Kennedy High School Swimming Pool.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

#4

EXECUTIVE SUMMARY

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

DATE: September 2, 2026

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Amendment #1 to the Construction Contract for Pool Slab Repair at Kennedy High School Swimming Pool with Infrastructure Repair Service, LLC

The Education Department respectfully requests your review and approval of Amendment #1 to the construction contract (RFP #8599) with Infrastructure Repair Service, LLC for pool slab repairs at Kennedy High School.

The Department entered into a contract with Infrastructure Repair Service, LLC to repair the swimming pool deck at John F. Kennedy High School. The project includes installation services for the structural support steel, removal of existing shoring, and concrete patching and infill. The total original contract amount is $176,214, which includes $10,000 in owner-controlled contingency funds to address unforeseen conditions that may arise during construction. Construction is financed through Capital Funds.

The construction period provides for substantial completion within 90 consecutive calendar days and final completion within 120 consecutive calendar days from the start of the agreement. The School Inspector is overseeing the project.

Amendment #1 is being requested in the amount of $34,582.54 to provide for an alternate footing system to support the pool slab after conditions encountered during excavation were found to differ from those reflected in the original floor plans. The cost of the additional work is $44,582.54, less the $10,000 owner-controlled contingency already included in the contract, resulting in a requested amendment amount of $34,582.54. Upon approval of this amendment, the total contract amount will increase to $210,796.54. Additional funding will be provided through Capital Funds. All other terms and conditions of the agreement will remain unchanged.

Thank you for your consideration of this request. Please feel free to contact me with any questions.

c: Michal Konopka, Jerry Gay

Final JPY 8.27.26

AMENDMENT NUMBER 1
TO
CONSTRUCTION CONTRACT
FOR
POOL SLAB REPAIR
AT THE
JOHN F. KENNEDY HIGH SCHOOL SWIMMING POOL
BETWEEN
CITY OF WATERBURY
AND
INFRASTRUCTURE REPAIR SERVICE, LLC

THIS AMENDMENT 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 **INFRASTRUCTURE REPAIR SERVICE, LLC**, located at 163 Beaver Brook Road, Lincoln Park, N.J., a duly registered New Jersey limited liability company authorized to do business in Connecticut (the "Contractor", collectively with the City, the "Parties").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8599** for a repair to the pool slab at John F. Kennedy High School (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 8599**;

WHEREAS the Parties executed a construction contract (the "Agreement"), effective April 30, 2026 (the "Effective Date"), for Contractor's performance of the various construction services for the Project, all as more fully described in the Agreement; and

WHEREAS the Parties have determined that because of unforeseen site conditions described in Request For Information No. 1, an alternate footing system is required to support the pool slab at the pool, which alternative system results in increased costs to the Project.

NOW THEREFORE, the Parties hereby agree and covenant to amend the Agreement as follows:

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

2. The alternate footing system is described and specified in Exhibit A, which is attached hereto and made a part hereof.

3. The Contractor has submitted Change Order 1 (attached hereto and made a part hereof as Exhibit B), which sets forth and itemizes the costs associated with constructing the alternate footing system, which costs total $44,582.54.

4. A portion of the Change Order 1 cost is covered by the $10,000 Owner Controlled Contingency (the "Contingency") currently provided for in **Section 6.1**, thereby requiring an increase in the Contingency to $44,582.54 and the resulting Total Compensation payable under the Agreement to $210,796.54.

5. Original **Section 6.1** of the Agreement is deleted and replaced with the following new **Section 6.1**:

   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 TEN THOUSAND SEVEN HUNDRED NINETY-SIX AND 54/100 DOLLARS ($210,796.54)** (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:

   1. $166,214; and
   2. $44,582.54 in Owner Controlled Contingency as governed by Section 6.1.1 below.

6. There is no extension of the Project's Contract Time associated with Change Order 1.

7. Unless amended as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the Parties.

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

WITNESSES: **CITY OF WATERBURY**

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

_____ Date:_____

WITNESSES: **INFRASTRUCTURE REPAIR SERVICE, LLC**

_____ By:_____
Name: _____

_____ Date:_____

EXHIBIT A

EXHIBIT B

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:
Kennedy High School Pool Repair
422 Highland Ave
Waterbury CT 06708
CONTRACTOR:
Infrastructure Repair Service, LLC
163 Beaver Brook Rd.
Lincoln Park, NJ 07035

CHANGE ORDER NUMBER: 1
DATE: 7/6/2026

ARCHITECT'S PROJECT NO.: 20254277oc-1
CONTRACT DATE: 1-May-26
CONTRACT FOR: Pool Repairs

The Contract is changed as follows:

Description	Quantity	UoM	Unit Price	Overall Price
New Work:				
New Footings	7	EA	$3,295	$ 23,065.00
Additional overhead repairs	94	SF	$228.91	$ 21,517.54
				$ -
				$ -
Additions Subtotal				$ 44,582.54
Credits: Unused quantities				
		SF		
		LF		
Credit Subtotal				

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

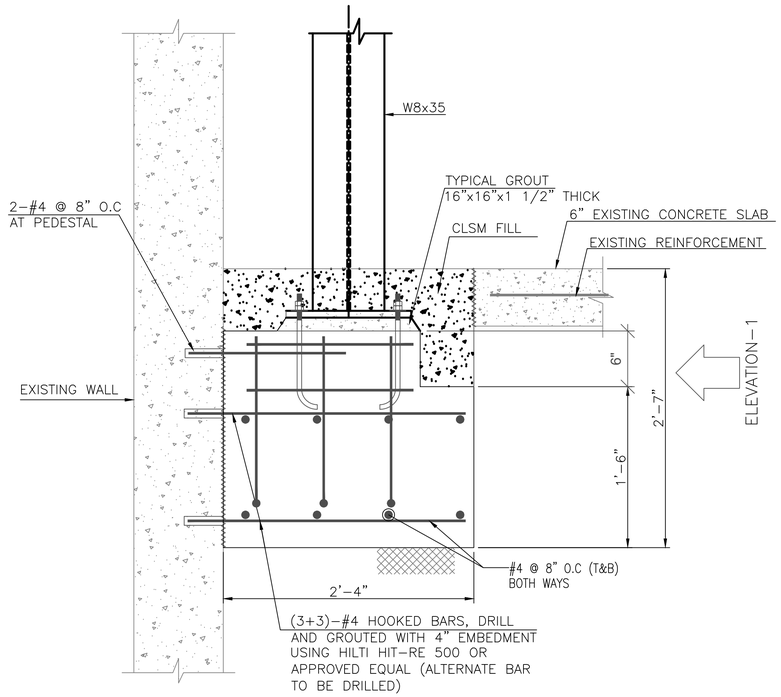
The original (Contract Sum) (Guaranteed maximum Price) was	$176,214.00
Net change by previously authorized Change orders	
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$176,214.00
The (Contract Sum) (Guaranteed maximum price) will be (increased) by this Change Order in the amount of	$ 44,582.54
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$220,796.54
The Contract Time will be increased by	TBD
The date of Substantial Completion as of the date of this Change Order therefore is	TBD

NOTE: Work must be performed in next two weeks to hold pricing.

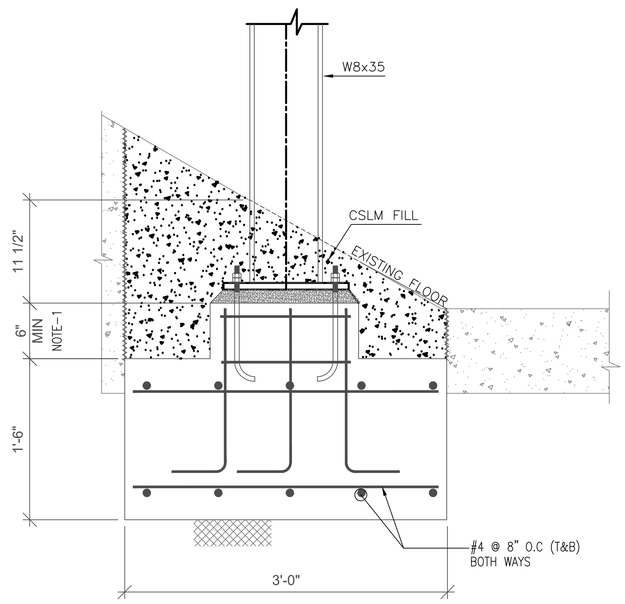
ARCHITECT	CONTRACTOR	OWNER
AI Engineers	Infrastructure Repair Service, LLC	City of Waterbury
Address	Address 163 Beaver Brook Rd.	Address
919 Middle Street	Lincoln Park, NJ 07035	235 Grand Street
Middletown CT 06457		Waterbury CT 06702
BY	BY Jesse Cafouirek	BY
DATE	DATE 7/6/2026	DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

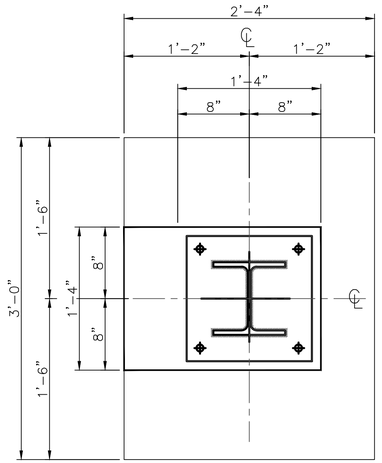
CamScanner



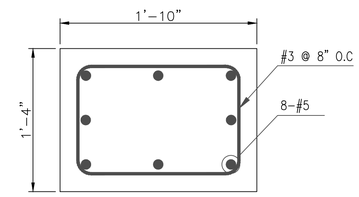
TYPICAL FOUNDATION SECTION AT RAMP
SCALE 1 1/2"= 1'–0"



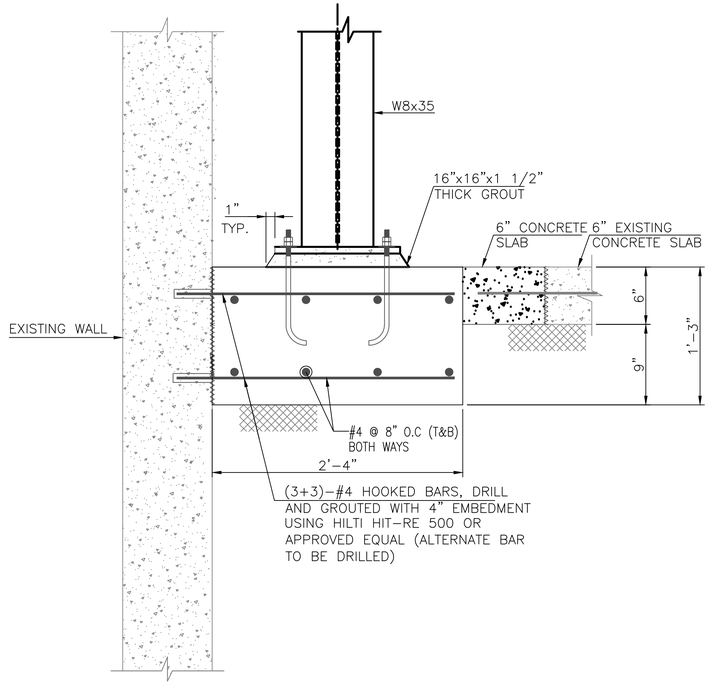
TYPICAL FOUNDATION ELEVATION–1 AT RAMP
SCALE 1 1/2"= 1'–0"



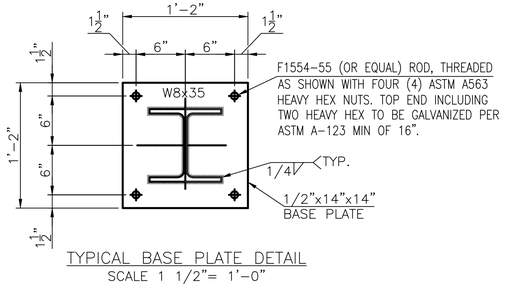
TYPICAL FOOTING PLAN
SCALE 1 1/2"= 1'–0"



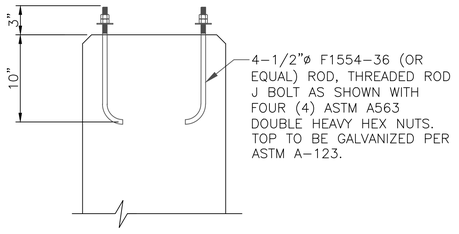
PEDESTAL DETAIL AT RAMP
SCALE 1 1/2"= 1'–0"



TYPICAL FOUNDATION SECTION
SCALE 1 1/2"= 1'–0"



TYPICAL BASE PLATE DETAIL
SCALE 1 1/2"= 1'–0"



DETAIL "A''
TYPICAL ANCHOR BOLT DETAIL "4 BOLTS"
SCALE 1 1/2"= 1'–0"

CONCRETE NOTES:

1. PEDESTAL HEIGHT SHALL BE ADJUSTED AS PER THE RAMP SLOPE.
2. CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 4000 PSI FOR TRANSFORMER FOUNDATION. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR ENTRAINED BETWEEN 4% AND 7% OF THE CONCRETE VOLUME.
3. CONCRETE AND REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE ACI STANDARD "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY" ACI 318 (LATEST EDITION).
4. REINFORCING STEEL SHALL BE EPOXY COATED AND CONFORM TO ASTM A615, GRADE 60. ANY EXPOSED ENDS, SCRATCHES, OR ABRASIONS TO THE EPOXY COATING SHALL BE TOUCHED UP.
5. MINIMUM CLEAR SPACE BETWEEN OUTER SURFACE OF CONCRETE AND REINFORCING BARS IS TO BE AS FOLLOWS:
   3" FOR BOTTOM AND OUTER SIDES OF FOUNDATION
   2" TOP FACE OF FOUNDATION
6. CONCRETE SHALL BE CURED AS PER CONCRETE SPECIFICATION 033000.
7. PROVIDE 1"X1" BEVEL AT ALL HORIZONTAL EXPOSED EDGES ON PIERS/EXPOSED GROUT AND SLABS ON GRADE.

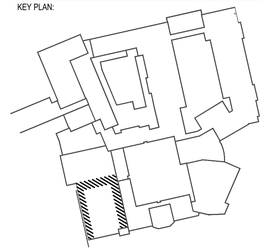
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919 MIDDLE STREET
MIDDLETOWN, CT 06457
PHONE: (860) 635-7740
FAX: (860) 635-7312

http://www.aiengineers.com
Middletown, CT New York, NY Elmsford, NY
Boston, MA Cranston, RI Richmond, VA Exton, PA

KEY PLAN:



CLIENT:
CITY OF WATERBURY

235 GRAND STREET
WATERBURY, CT 06702

THIS SQUARE APPEARS 1/2"x1/2"
ON FULL SIZE SHEETS

NO	DATE	RELEASE
R0	07/02/2026	ISSUED FOR REVIEW

STAMP:

PROJECT NAME:
KENNEDY HIGH SCHOOL
SWIMMING POOL DECK
EVALUATION

422 HIGHLAND AVENUE
WATERBURY, CT 06708

DRAWING TITLE:
FOUNDATION DETAIL FOR
COLUMNS

FILE: 2025/4277OC-1
DRAWN BY: AS
CHECKED BY: BX
DATE: 07/02/2026
DRAWING NO: **S005**

W:\Active Project Years\2025\4277OC-01 Waterbury JHS Swimming Pool Deck\SAVE\MEP\S\Structural\S004.dwg (S004) 07/02/26 4:19pm ewall

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

September 10, 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 September 17, 2026, of a Memorandum of Understanding with In A Heartbeat, Inc. at no cost, to formalize a partnership to implement a comprehensive Cardiac Safety and Awareness Initiative.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Vincent J. Balsamo
Assistant Superintendent
(203) 573-6693
vbalsamo@Waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: August 28, 2026

TO: Honorable Board of Aldermen
Honorable Board of Education Commissioners

FROM: Vincent J. Balsamo, Assistant Superintendent

SUBJECT: Memorandum of Understanding (MOU) with In A Heartbeat, Inc. for District Cardiac Safety Initiative

The Education Department respectfully requests your review and approval of a Memorandum of Understanding (MOU) with In A Heartbeat, Inc. to implement a comprehensive cardiac safety and awareness initiative at Wallace Middle School and Crosby High School. In A Heartbeat, Inc. is a registered Connecticut domestic non-profit corporation located in Wallingford, CT. The initial term of this agreement will commence upon execution by the Mayor and run through June 30, 2027, with sole district options to extend for two additional one-year terms.

Under this partnership, In A Heartbeat, Inc. will provide key cardiac emergency equipment, free student EKG screenings, and response training at no cost to the district or students:

- **AED Donation & Support:** Identification and donation of rescue-ready Automated External Defibrillators for designated schools and athletic facilities, alongside guidance on an ongoing maintenance program.
- **Free EKG Screenings:** On-site, free electrocardiogram screenings for students, staffed by qualified medical volunteers and pediatric cardiologists to detect underlying heart conditions.
- **Training & Emergency Plans:** Delivery of CPR and AED training sessions for staff and students, as well as collaborative assistance in refining building and athletic venue Cardiac Emergency Action Plans.

In A Heartbeat, Inc. has agreed to full compliance with state and federal student privacy requirements, including HIPAA, FERPA, and Connecticut Student Data Privacy law (C.G.S. § 10-234aa through 10-234dd). The organization has also provided all required insurance coverage and certificates naming the City of Waterbury and the Board of Education as additional insureds.

The Education Department will have a representative present at your upcoming meeting to answer any questions regarding this matter. Thank you for your consideration.

c: File

In A Heartbeat

MEMORANDUM OF UNDERSTANDING (MOU)

Between City of Waterbury, Waterbury Public Schools and In A Heartbeat, Inc.

This Memorandum of Understanding (hereinafter "Agreement" or "MOU"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Waterbury Public Schools, with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and In A Heartbeat, Inc., a duly registered State of Connecticut domestic corporation, with a principal place of business located at 30 Dutton Street, Wallingford, CT 06492.

1. Purpose

The purpose of this Memorandum of Understanding is to formalize a partnership between the City of Waterbury, Waterbury Public Schools (hereinafter "WPS") and In a Heartbeat, Inc. ("In a Heartbeat") to implement a comprehensive cardiac safety and awareness initiative ("the Program"). The Program is designed to protect students and staff by providing life-saving equipment, screenings, and emergency response training.

2. Term

The term of this Agreement shall commence upon execution by the Mayor ("Effective Date") and terminate on June 30, 2027, unless terminated earlier in accordance with the terms provided herein ("Initial Term"). WPS shall have the option, in its sole discretion and upon reasonable notice to In A Heartbeat, to extend this agreement pursuant to the same terms and conditions stated herein for two (2) additional (1) year terms.

3. Program Description

Under this partnership:

- **AED Donation & Placement**: In a Heartbeat will donate and provide Automated External Defibrillators (AEDs) to designated schools or athletic facilities within the district that demonstrate a need.
- **Cardiac Screenings**: In a Heartbeat will host on-site, free electrocardiogram (ECG/EKG) screenings for students to identify undiagnosed heart abnormalities.
- **Emergency Training**: In a Heartbeat will provide CPR and AED training sessions for WPS staff and students to ensure a prepared response to cardiac emergencies.
- **Emergency Action Plans**: In a Heartbeat will assist WPS in creating and refining Cardiac Emergency Action Plans for school buildings and athletic venues.
- **No Cost:** All equipment, screenings, and training sessions provided by In a Heartbeat under this agreement shall be at no cost to Waterbury Public Schools or its students.

4. Responsibilities of In a Heartbeat

In a Heartbeat agrees to:

- Identify and donate high-quality AED units to WPS based on facility assessments.

- Coordinate and staff EKG screening events with qualified medical volunteers and pediatric cardiologists as needed.
- Provide all necessary materials for CPR/AED training and heart health education.
- Advise WPS on an "AED Maintenance Program" to ensure donated units remain rescue-ready with up-to-date pads and batteries.

- Provide training to any and all of its employees, agents or anyone performing work on its behalf for this Program, and instruct them to comply at all times with the City's policies pertaining to the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as amended, and the regulations promulgated thereunder. In a Heartbeat will instruct any and all subcontractors performing services under this Agreement to comply with the City's confidentiality policies.

- Require all of its employees, agents or anyone performing work on its behalf to keep patient information strictly confidential. Its employees, agents or anyone performing work on its behalf shall not use confidential patient information for any purpose other than treatment or education. They shall comply with all applicable requirements of state and federal law for the protection of confidential patient information, including privacy regulations of HIPAA.

- **Confidentiality/FERPA.** In A Heartbeat 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. In A Heartbeat 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.

- Any and all materials contained in City of Waterbury student files that are entrusted to In A Heartbeat or gathered by In A Heartbeat 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 In A Heartbeat shall be used solely for the purposes of providing services under this Agreement.

- In A Heartbeat acknowledges that in the course of providing services under this Agreement, it may come into the possession of City of Waterbury student education records 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). In A Heartbeat and City shall comply with the requirements of said statute and regulations, as amended from time to time and In A Heartbeat agrees to use any and all 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, In A Heartbeat has no authority to make disclosures of any information from education records. In A Heartbeat shall instruct its employees of their obligations to comply with FERPA.

- **Student Data Privacy**. In A Heartbeat 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:

- 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, In A Heartbeat.

- 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.

- The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of In A Heartbeat 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 In A Heartbeat. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by In A Heartbeat to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by In A Heartbeat within fifteen (15) 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 In A Heartbeat 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.

- In a Heartbeat shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

- 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 In A Heartbeat receives a request to review Student Data in In a Heartbeat's possession directly from a student, parent, or guardian, In A Heartbeat agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. In A Heartbeat 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 In A Heartbeat, and correct any erroneous information therein.

- In A Heartbeat shall take actions designed to ensure the security and confidentiality of Student Data.

- In A Heartbeat 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 In A Heartbeat of a breach of Student Data, In A Heartbeat 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.

- In A Heartbeat agrees that it shall not retain Student Data and that Student Data shall not be available to In A Heartbeat 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 In A Heartbeat after the expiration of this Agreement for the purpose of storing student-generated content.

- In A Heartbeat 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.

- In A Heartbeat acknowledges that if provision of this Agreement or application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application.

- In A Heartbeat 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.

5. Responsibilities of City of Waterbury, Waterbury Public Schools

Waterbury Public Schools agrees to:

- Identify schools and athletic facilities in need of new or additional AED units.
- Promote and coordinate student registration for on-site EKG screening events.
- Provide suitable space within school facilities for screenings and training sessions.
- Designate a liaison to work with In a Heartbeat to integrate cardiac safety protocols into school emergency plans.
- Provide In A Heartbeat employees, agents and anyone performing work on its behalf with relevant information, including policies, procedures and rules with which they must comply.
- Ensure that WPS staff members accompany In A Heartbeat's employees, agents and anyone performing work on its behalf **at all times** when in/on WPS facilities or property.

5. Shared Goals

Both parties agree to work collaboratively to:

- Improve the response capabilities to sudden cardiac arrest (SCA) within the school community.
- Ensure that every "heart-safe" school has accessible AEDs and a trained response team.
- Raise awareness among parents, students, and staff regarding the importance of cardiac screenings and early detection.

6. Reporting and Communication

In a Heartbeat will provide a summary report following screening events, including the number of participants screened and percentage of participants recommended for follow-up. Both parties will designate a liaison to facilitate planning and logistics.

7. Termination

This agreement may be terminated by either party with 30 days' written notice. In the event of termination, both parties will ensure that any scheduled screenings or training sessions are concluded or transitioned responsibly and that any student records, data, personally identifiable information or student generated content in the possession of In A Heartbeat is released, disposed of, or otherwise retained in accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, Connecticut General Statutes §§ 10-234aa through 10-234dd.

8. Cost

The services described above will be provided by the In A Heartbeat Foundation, and there will be no cost incurred by the district for these services.

9. Insurance. In A Heartbeat shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by In A Heartbeat and such insurance has been approved by the City. In A Heartbeat 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

- At no additional cost to the City, In A Heartbeat 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 In A Heartbeat's obligation under this Contract, whether such obligations are In A Heartbeat'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.

- 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 basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period of claims for the policy in effect during the contract for two (2) years from the completion date.

- 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 In A Heartbeat:

  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:
  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

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

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

- **Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City 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 In A Heartbeat'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 In A Heartbeat 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 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 except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. In A Heartbeat 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.

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

10. Liability: Notwithstanding the insurance coverage set forth in Provision 9 above, each party shall be solely responsible for their own acts or omissions, including that of its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, resulting from this Agreement. Each party further agrees that they, including their officers, agents, employees and independent contractors, shall not be liable for any loss resulting from any act or omission of the other party, including their officers, agents, employees, and independent contractors arising from this Agreement.

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

- It is understood that by signing this Agreement, the Parties agree they will conduct all activities under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations and executive orders.

12. 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:

- 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.

- 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.

- 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.

- 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.

- 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, some value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

- 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.

- 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.

- 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.

- In A Heartbeat 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.

- In A Heartbeat 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"].

- In A Heartbeat 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.

- 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.

- **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.

- **PROHIBITION AGAINST CONTINGENCY FEES.** In A Heartbeat 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.

- **FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to In A Heartbeat set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[signature page follows]

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski Jr., Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **IN A HEARTBEAT, INC.**

Sign:_____ By:_Mike Papale_____
Print name:

Sign:_____ Date:_____
Print name:

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

September 10, 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 September 17, 2026, of a Construction Contract with Millennium Builders, Inc. (ITB #8799), in the not to exceed amount of $2,092,700.00, for Elevator Projects (elevator installation) at Driggs and Wilson Elementary Schools.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: September 1, 2026

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Construction Contract for Driggs and Wilson Elementary Schools Elevator Additions (RFP#8799) with Millennium Builders, Incorporated

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The Education Department respectfully requests your review and approval of a construction contract (RFP #8799) with Millennium Builders, Incorporated for elevator additions at Driggs and Wilson Elementary Schools.

The project consists of the installation of new passenger elevators at both schools. The scope of work includes new elevator shafts and cabs, equipment and controls, structural modifications and foundations, architectural finishes, mechanical and electrical work, fire alarm and life safety systems, coordination with existing building systems, and related site work.

The total contract amount is $2,092,700, consisting of $1,127,000 for Driggs Elementary School, $847,000 for Wilson Elementary School, and $118,700 in owner-controlled contingency funds for both sites to address any unforeseen structural conditions. Construction will be financed through Capital funds.

Following the issuance of the written Notice to Proceed, the project is scheduled to reach substantial completion within 240 consecutive calendar days, with final completion within 270 consecutive calendar days. Friar Architecture and the School Inspector will oversee the project.

Thank you for your consideration of this request. Please feel free to contact me with any questions.

c: Mike Konopka

Construction Contract
for
ITB No. 8799
Elevator Projects
at
The Driggs and Woodrow Wilson Elementary Schools
between
City of Waterbury
and
Millennium Builders, 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 **MILLENNIUM BUILDERS, INC.**, located at 176 Old Winsted Road, Torrington, Connecticut 06790, a Connecticut corporation duly registered to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") No. 8799** for elevator projects at The Driggs and Woodrow Wilson Elementary Schools (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **ITB No. 8799**; 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 passenger elevator replacements, at The Driggs and Woodrow Wilson Elementary Schools located 77 Woodlawn Terrace and 235 Birch Street, respectfully, in Waterbury, Connecticut. The Project 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 **ITB No. 8799** (incorporated by reference);
1.1.2 Addenda 1 through 4 to **ITB No. 8799** (incorporated by reference);
1.1.3 Contractor's Price Proposal, consisting of 2 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **ITB No. 8799** and cover letter dated July 9, 2026, consisting of 9 pages, (incorporated by reference);
1.1.5 "City of Waterbury, **ITB No. 8799**, "Scope of Services" (also referred to as "Technical Specifications"), which were provided through the link in **ITB No. 8799**;
1.1.6 "Site Map" with List of Drawings prepared by Friar Architecture, Inc., which were provided through the link in **ITB No. 8799**;
1.1.7 State of Connecticut Prevailing Wage Schedule dated May 18, 2026, and related information, consisting of 9 pages (incorporated by reference);
1.1.8 The General and Special Conditions (attached hereto);
1.1.9 Contractor's Certificate of Insurance (incorporated by reference);
1.1.10 Contractor's Performance Bond (incorporated by reference);
1.1.11 Contractor's Payment Bond (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; and
1.1.14 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 **ITB No. 8799**;
1.2.5 **ITB No. 8799** including the construction documents prepared by Friar Architecture, Inc. identified through links in **Section 1.1.5** and **1.1.6** above;
1.2.6 Contractor's Price Proposal; and
1.2.7 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 **ITB No. 8799** (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 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.

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 Inspectors 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 achieve Substantial Completion all work and services required under this Contract within **two hundred forty (240) consecutive calendar days** from the City's issuance of a written Notice to Proceed and shall achieve Final Completion within **two hundred seventy (120) consecutive calendar days** from the City's issuance of a written Notice to Proceed ("Contract Time"). The procurement of materials shall start upon the execution of the contract. **NB: DELAY CLAIMS DUE TO INABILITY TO PROCURE MATERIALS IN A TIMELY MANNER WILL NOT BE ACKNOWLEDGED OR ACCEPTED.**

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 failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed **TWO MILLION NINETY-TWO THOUSAND SEVEN HUNDRED DOLLARS ($2,092,700)** (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. **$1,127,000** - The Driggs Elementary School (Base Scope Bid);
ii. **$847,000** - and Woodrow Wilson Elementary School (Base Scope Bid); and
iii. **$118,700** - Owner Controlled Contingency 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 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 **ITB No. 8799** 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 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 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, its boards and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

11.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: **$1,000,000.00** per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: **$1,000,000.00** combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- **$5,000,000.00** each occurrence and **$5,000,000.00** Aggregate.

11.4.5 Contractors Pollution Liability Insurance: $1,000,000.00 each claim and **$1,000,000.00** aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement but not limited to only these pollution causes of loss.

11.4.6 Builder's Risk Insurance/Installation Floaters Insurance: Coverage for each insurance shall equal to the monetary value of the construction component of the Project and all materials and equipment in transit required for the Project, whichever is greater. This "All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy or final completion is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

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

11.6. Cancellation: The City of Waterbury 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, its boards and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of**

Waterbury and its 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. Good Jobs Ordinance.

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower-tiered (level) providers of construction work.

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

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan of action shall include the anticipated number of job positions required for the Work. Not later than five (5) business days prior to the

commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed without this pre-construction meeting.

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1.

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided,

it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

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

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

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

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

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

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination. 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 **Section 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 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 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 **ITB No. 8799** and **(ii)** the Contractor's Bid response to **ITB No. 8799**. 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:	Millennium Builders, Inc. 176 Old Winsted Road Torrington, CT 06790
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 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: 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:

_____

_____

MILLENNIUM BUILDERS, INC.

By:_____
Craig Bothroyd, Director

Date: _____

ATTACHMENT A

ATTACHMENT B

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
INVITATION TO BID NO. 8799
ELEVATOR PROJECTS
AT
THE DRIGGS ELEMENTARY AND WOODROW WILSON ELEMENTARY SCHOOLS

ITEM #	QTY	DESCRIPTION	COST EACH	TOTAL COST
1.0	1	Driggs ES Elevator Addition (per scope)	$ 1,127,000.00	$ 1,127,000.00
1.1	1	Driggs ES Elevator Addition – unit prices Rock Removal (per cubic yard)	$ 400.00	$ 400.00
1.2	1	Driggs ES Elevator Addition – unit prices Structural Fill (per cubic yard)	$ 100.00	$ 100.00
2.0	1	Wilson ES Elevator Addition (per scope)	$ 847,00.00	$ 847,00.00
2.1	1	Wilson ES Elevator Addition – unit prices Rock Removal (per cubic yard)	$ 400.00	$ 400.00
2.2	1	Wilson ES Elevator Addition – unit prices Structural Fill (per cubic yard)	$ 100.00	$ 100.00
		GRAND TOTAL ALL CHARGES		$ 1,975,000.00

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL BID PRICE.

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

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

04-3458589
Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Craig Bothroyd - Director
Corporate Officer
(if applicable)

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

Millennium Builders Inc

(Company Name)

By: Craig Bothroyd - Director
(Title)

176 Old Winsted Road
(Business Address)

Torrington, CT 06790
(City, State, Zip Code)

END OF SECTION

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SECTION 00400

TECHNICAL SPECIFICATIONS

Each project consists of the construction of a new elevator addition integrated into the existing school building. Work is expected to include, but is not limited to:

- New elevator shaft and cab;
- Elevator equipment and controls;
- Structural modifications and foundations;
- Architectural finishes;
- Mechanical, electrical, fire alarm, and life safety systems;
- Coordination with existing building systems;
- Site work related to the addition.

The link to the construction documents for the Project and prepared by Friar is as follows:

Re-Bid Documents - OneDrive (highlight, right click and "open hyperlink")

Project Locations

- **The Driggs Elementary School** - 77 Woodlawn Terrace, Waterbury, CT 06710. State project #151-0315 LUE
- **The Woodrow Wilson Elementary School** – 235 Birch St, Waterbury, CT 06704, state project #151-0316 LUE

Scope of Work

The Contractor shall:

1. Construct elevator additions in strict accordance with the drawings and specifications prepared by Friar;
2. Coordinate all trades, subcontractors, inspections, and testing;
3. Maintain safe operations in an occupied school environment;
4. Comply with all federal, state, and local codes, including ADA and fire/life safety requirements;
5. Provide all permits, inspections, and approvals required for project completion; and
6. Coordinate construction activities with school administration to minimize disruption.

Bid Requirements

Bids shall include the following:

1. **Cover Letter** signed by an authorized representative
2. **Company Profile & Experience**

    - Similar elevator or vertical transportation projects
    - Experience in occupied school facilities
3. **Project Team**
    - Project Manager
    - Superintendent
    - Key subcontractors
4. **Project Approach and Schedule**
5. **Cost Proposal**
    - Lump sum price or breakdown as requested
    - Alternates, if applicable
6. **References** (minimum of three)
7. **Bonding Capacity and Insurance Information**

END OF SECTION

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Project information
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Coordination with occupants.
   5. Work restrictions.
   6. Specification and drawing conventions.

B.
   1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.03 PROJECT INFORMATION

A. Project Name: 2022-049A Driggs & Wilson Elevator Additions
   1. Project Locations:
      a. Driggs Elementary School: 77 Woodlawn Terrace, Waterbury CT 06710
      b. Woodrow Wilson Elementary School: 235 Birch Street, Waterbury CT 06704

B. Owner's Name: The City of Waterbury

C. Architect's Name: Friar Architecture, Inc.
   1. Address: 21 Talcott Notch Road, Farmington, CT 06032

D. The Project consists of the construction of the installation of a new elevator hoistway adjacent to the existing school, an elevator vestibule and interior elevator lobby, the existing site and M/E/P/FP system in the immediate area of the new hoistway, lobby, and corridor.

1.04 CONTRACT DESCRIPTION

1.05 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.06 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
   2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.07 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
   1. Notify Owner not less than seven days in advance of proposed utility interruptions.
   2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify Owner not less than three days in advance of proposed disruptive operations.

E. Nonsmoking Building: Smoking is not permitted on the Owner's property.

F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
   1. Maintain list of approved screened personnel with Owner's Representative.

1.08 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.09 CONTRACTOR USE OF SITE AND PREMISES

A. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

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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

SPECIAL CONDITIONS

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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



The City of Waterbury
Bureau of Water

To: The Honorable Board of Aldermen

Cc: The Honorable Paul K. Pernerewski, Jr., Mayor

From: Ramon Esponda, Superintendent of Water

Date: September 11, 2026

Re: Amendment # 3 to Construction Contract between the City of Waterbury and J.A. ROSA CONSTRUCTION, LLC for Waterbury Water System Pump Stations Upgrades ITB # 7977

I respectfully request your Honorable Boards' approval of the above referenced Amendment #3 to amend the Original Contract, as amended by Amendment #1 and Amendment #2 o extend the Contract Time allowing additional time to complete this Project in accordance with the terms set forth in this Amendment #3.

The purpose of the request is due to unforeseen issues requiring the North Main Pump station's substantial completion date and final completion date be extended.
While preparing for the demolition of the old pump station it was discovered the pump station is contaminated with PCB's.

The removal of PCB's requires that it be done by a licensed contractor and trained personal to ensure to proper removal of the material.

The Contractor shall Substantially Completed all work and services required under this Contract by December 31, 2026 and shall reach Final Completion of all work and services required under this Contract by May 30, 2027.

Respectfully Submitted,

Ramon Esponda, Superintendent of Water

Amendment #3 to CONSTRUCTION CONTRACT
for

Waterbury Water System Pump Stations Upgrades

between
The City of Waterbury, Connecticut
and
J.A. ROSA CONSTRUCTION, LLC

THIS Amendment #3, 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 J.A. ROSA CONSTRUCTION, LLC, located at 17 TOWN LINE RD, WOLCOTT, CT 06716, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 7977** for **Waterbury Water System Pump Stations Upgrades**;

WHEREAS, on October 10, 2024, the parties hereto fully executed the **Construction Contract for Waterbury Water System Pump Stations Upgrades,** which was the subject of **ITB Number 7977 (**the **"Original Contract")**; and,

WHEREAS, on August 28, 2025, the parties hereto fully executed Amendment #1 to the **Original Contract ("Amendment #1")**; and,

WHEREAS, on May 27, 2026, the parties hereto fully executed Amendment #2 to the **Original Contract ("Amendment #2")**; and,

WHEREAS, the parties hereto seek to amend the **Original Contract**, as amended by **Amendment #1** and **Amendment #2**, to extend the Contract Time allowing additional time to complete this Project due to unforeseen circumstances and in accordance with the terms set forth in this **Amendment #3**.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

2. **Contract Time**. The first sentence of **Section 5. Contract Time** shall be deleted in its entirety and replaced with the following text:

   "5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract by **December 31, 2026** and shall reach Final Completion of all work and services required under this Contract by **May 30, 2027** ("Contract Time")."

3. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Contract,** as amended by **Amendment #1** and **Amendment #2,** shall remain in full force and effect and binding upon the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this **Amendment #3** 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:

J.A. ROSA CONSTRUCTION, LLC

By:_____
Print name:
Its _____

Date: _____

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Roy E. Cavanaugh, P.E., City Engineer Sal P for REC

Date: September 11, 2026

Re: **Board of Aldermen Approval Request / Executive Summary** – Amendment 1 to Construction Engineering and Inspection Services Agreement for Waterbury Downtown Traffic Signal Upgrade (State Project No. 151-325) between the City of Waterbury and VN Engineering, Inc.

The Engineering Department respectfully requests your approval of Amendment #1 to the above-referenced agreement for Construction Engineering and Inspection Services ("CEI") between the City of Waterbury and VN Engineers, Inc. for the Waterbury Downtown Signal Upgrade (State Project 151-325).

As you may recall, VN is contractually tasked with performing CEI services in connection with the Waterbury Downtown Signal Upgrade project. The services include providing on-site inspection and construction administration for the replacement of ten signals in Downtown Waterbury, addition of a Traffic Center, addition of traffic camera designs requested by the Waterbury Police Department and revising and reviewing and approving change orders, invoices, schedules and forms.

Under Amendment #1, VN's time of performance will be extended to 12/31/26. This is not due to any fault of VN and is needed primarily because the underlying signal work/construction is on-going.

Additionally, under Amendment #1, VN's fee for performing the above-described services during the additional time period is $197,739.84 which will bring the total not to exceed fee payable to VN to $703,819.84. For details related to the additional $197,739.84 fee, please see the breakout on page 2 of 3 of the attached proposed Amendment #1.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

REC/sdp
Attachments

cc: Attorney Lynn McHale, via email, w/o attachment
File T031

Amendment No. 1 to
AGREEMENT BETWEEN THE CITY OF WATERBURY
AND
VN ENGINEERS, INC.
FOR
CONSTRUCTION ENGINEERING & INSPECTION
Waterbury Downtown Signal Upgrade State Project No. 151-325

THIS 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 06702 (the "Municipality") and VN Engineers, Inc.,, located at 116 Washington Avenue, North Haven, CT 06473, a State of Connecticut duly registered domestic corporation (the "Consulting Engineer").

WHEREAS, on November 7, 2023, the parties hereto fully executed the **AGREEMENT BETWEEN THE CITY OF WATERBURY AND VN ENGINEERS, INC. FOR CONSTRUCTION ENGINEERING & INSPECTION Waterbury Downtown Signal Upgrade State Project No. 151-325** (the **"Original Agreement"**); and

WHEREAS, the Waterbury Downtown Signal Upgrade State Project No. 151-325 continues, and the originally contemplated Work Period of 800 calendar days requires extension, and compensation requires a corresponding increase; and

WHEREAS, the parties hereto seek to amend the **Original Agreement** and to extend the Work Period pursuant to the terms set forth in this **Amendment No. 1**.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

2. **Work Period**. The first sentence of **Section 3. Work Period (a)**, shall be deleted in its entirety and replaced with the following text:

"3. Work Period. Complete all work stipulated in paragraphs (1) and (18) of this Agreement by **December 31, 2026."**

3. **Payment.** The below additional text shall be added to **Section 40. Payment:**

"The Consulting Engineer supplemental payment to complete all work performed under the terms of this agreement shall not exceed:

Payroll	$126,528.50
Field BFO (106.46%)	$ 99,643.19
Subtotal	$226,171.69
Premium Time	($5,940.94)
Fixed Fee (10%)	$ 26,123.11
Direct Costs	($2,607.02)
Subtotal	$ 23,516.09
TOTAL	$243,746.84
USE OF EXTRA WORK BUDGET	$46,007.00

TOTAL MAXIMUM SUPPLEMENTAL PAYPENT TO COMPLETE $197,739.84"

4. Payment. The first three sentences of **Section 41. Maximum Payment** shall be deleted in their entirety and replaced with the following text:

"That the maximum amount which the Municipality shall pay to the Consulting Engineer for all work performed under the terms of this Agreement, excepting work for which payment is provided in Paragraph (43), shall not exceed **($657,812.84).** The total payment for Extra Work shall not exceed (**$ 46,007**). The total payment for work performed under this Agreement, including Extra Work shall not exceed **($703,819.84).**"

5. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Contract** shall remain in full force and effect and binding upon the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 1** on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski, Jr.
Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **VN ENGINEERS, INC.**

Sign:_____ By:_____
Print name: Print name:
Its _____

Sign:_____
Print name: Date: _____

TAX COLLECTOR'S OFFICE

Memo

To: City Clerk's Office

From: Tax Collector

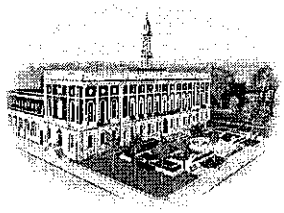
CC:

Date: 9/9/2026

Re: Tax Refunds for the Board of Aldermen meeting on September 21, 2026.

Please acknowledge receipts of the attached vouchers representing tax refunds to be approved by the Board of Aldermen meeting on September 21, 2026

The vouchers represent $19,972.42 in tax refunds.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

September 9, 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
25mv	29912	various	ACAR Leasing LTD POO Box 1990	$1,805.63	MV Adjustment
25mv	29944	60499	Joanne or Leo Casavant 2288 Raymond St	$59.80	MV Adjustment
24mv	29640	61498	Arman Cirak 32 Farragu St Apt 16	$161.98	MV Adjustment
24mv	29991	84460	Meg or Dennis Lavigne 133 Wedgewood Dr. Fl 1	$140.07	Excessive Payment
25mv	29993	85717	Ana Leon Lema 29 William St	$70.09	MV Adjustment
24mv	29925	91408	Kaela Minerly 585 Park Rd unit 7-7	$333.89	MV Adjustment
25mv	29915	various	Penske Leasing and Rental Co PO Box 1321	$3,887.31	MV Adjustment
25mv	29965	107510	Jose A. Ruiz 50 Valentino Dr,	$124.45	MV Adjustment
25mv	30027	various	Anthony Sarandrea 399 Newidge Ave	$207.74	MV Adjustment
24mv	30002	111913	Abdullah Syaed 119 Store Ave Apt 2B	$97.38	Excessive Payment
25f&e	29950	42947	TDL Industries LLC PO Box 4343	$13,084.08	Clerical Error
			Total	$19,972.42	

Respectfully submitted,



Cassie M. Gorman, CCMC
Tax Collector

CMG/wf