BOARD OF ALDERMEN
MONDAY, NOVEMBER 16, 2026
PUBLIC HEARINGS @ 6:00, 6:05 P.M. & 6:10 P.M.
REGULAR MEETING @ 6:00 P.M.
ALDERMANIC CHAMBERS - 2ND FLOOR - CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

AGENDA

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

PUBLIC HEARING AT 6:00 P.M.

For the purpose of receiving public input with respect to an Ordinance Creating a Loneliness and Social Commission, as submitted by Kenneth J. Curran, Alderman, District 1 and John Drewry, Alderman, District 3.

PUBLIC HEARING AT 6:05 P.M.

For the purpose of receiving public input regarding a proposed **$3,000,000** Bond Authorization to finance capital cost related to road and parking lot improvements as part of the City's 2027 Milling and Repaving Program, in accordance with provisions of City Charter, Chapter 10, Section 10-A-2(b), as submitted by Michael LeBlanc, Director of Finance.

PUBLIC HEARING AT 6:10 P.M.

For the purpose of receiving public input with respect to a proposed **$5,400,000** Bond Authorization to finance the replacement and upgrade of portable and mobile radios for the Police Department, Fire Department, and Department of Public Works, in accordance with provisions of City Charter, Chapter 10, Section 10-A-2(b), as submitted by Michael LeBlanc, Director of Finance.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PRAYER:

ROLL CALL:

OFFICIALLY SCHEDULED PRESENTATION (s):

PUBLIC SPEAKING:

EXECUTIVE SESSION:

APPROVAL OF MINUTES:

Monday, October 5, 2026/Public Hearing/Summary Minutes
Monday, October 19, 2026/Public Hearing/Summary Minutes

MAYOR'S REPORT:

RECESS INTO COMMITEES:

NEW BUSINESS:

1. **MIRA LEVASSEUR**
Director of Waterbury Senior Center Municipal Agent for the Elderly

RE: Requesting approval of a Memorandum of Understanding between the City of Waterbury Senior Center and the New Opportunities, Inc. AmeriCorps Senior Companion Program.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

2. **LISA LEBREIRO**
Program Manager
Health Department

RE: Requesting approval a 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 in the amount of **$125,325.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

3. **ROBERT J. NERNEY**
City Planner
Department of Planning

RE: Requesting approval to Extend a Public Sanitary Sewer Main, Juniors Properties LLC. Owner, Westwood Avenue (M/B/L 0230-0083-0025). Juniors Properties, LLC is the owner of two (2) vacant and contiguous lots located on a dead-end section of Westwood Avenue. The property owner is seeking to obtain building permits from the City for purposes of constructing one single family residence on each lot.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

4. **FRANK BAKER**
Building Official
Department of Inspection

RE: Requesting approval of **REFUNDS** for the following cancelled permits

ION Developer LLC.	
55 Lynbrook Rd.	**$50.00**
Minus 10%	**5.00**
Total	**$45.00**
Harp Home Services	**$1,075.00**
32 Parkwood Avenue	
Minus 10%	**$107.00**
Total Refund	**$967.50**

REFERRED TO THE FINANCE COMMITTEE

5. MARTIN SPRING
1400 Meriden Road
Waterbury, CT

RE: Submittal of a concern as a Waterbury resident and taxpayer, I am deeply concerned especially with our current elected members of the Board of Aldermen's late-night agendas and adjournments especially going on to unfortunately the next day at times I understand city government business must get done ASAP but at least try to end your sessions at a reasonable appropriate time, if possible, remember public input should be your number one priority. Thank you for your consideration on this important matter.

RECEIVE AND PLACE ON FILE

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

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

RECEIVE AND PLACE ON FILE

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

RE: Submittal of the following appointment to the Litter Control and Beautification Commission

Restricted Appointment

Yazmin Perez (U)
Term 7/22/24 – 12/31/2027

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

8. LEE FARLEY
Lieutenant
Department of Police Services

RE: Requesting approval to submit an application for grant funding in the amount of **$160,000.00** under the Connecticut Department of Transportation 2027 DUI Comprehensive Enforcement Grant for the Grant period of 10/15/2026 – 09/11/2027. This grant funded project will fund overtime cost for investigations and enforcement of DUI related offenses in an effort to decrease crashes that lead to injuries and fatalities as a result of impaired driving. This grant funding opportunity requires no match from the city.

REFERRED TO THE FINANCE COMMITTEE

9. GABRIEL CHAVES

RE: Establishment of a Citizens' Legislative Participation and Recognition Period
Communication submitted by Gabriel Chaves requesting that the Board of Aldermen consider establishing a formal procedure allowing residents to address the Board, present petitions and objections, seek recognition for follow-up statements, and submit written concerns for the public record.

Requested Action: Consideration and possible adoption of a Citizens' Legislative Participation and Recognition Procedure.

RECEIVE AND PLACE ON FILE

10. SAMMY KHOUADRA
Construction Manager
Bureau of Water

RE: Requesting approval of an Agreement for On-Call Line-Stop Contractor between the City of Waterbury and ZC Utility Services LLC d/b/a Carner Bros.

REFERRED TO THE FINANCE COMMITTEE

11. MICHAEL J. DALTON
City Clerk
Office of the City Clerk

RE: Pursuant to Connecticut General Statute 1-225(b), the Board of Aldermen's Regularly Scheduled Meetings for Calendar Year 2027.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

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

RE: Requesting approval of a Budget Transfer from the City's **Municipal Grants-in-Aid (MGIA) State Grant Budget** for the Fiscal Year ending June 30, 2027 in the amount of **$5,500,000.**

REFERRED TO THE FINANCE COMMITTEE

13. MICHAEL LEBLANC
Director of Finance

RE: Submittal of the Capital Project & NC Special Programs – Quarterly Budget Status Report through the period ending October 30, 2026.

RECEIVE AND PLACE ON FILE

14. AISLING MCGUCKIN, RN
MSN-MPH
Director of Public Health

RE: Requesting approval of Amendment to Subaward with Yale University for Comprehensive Approach to Syndemic Screening and Same-Day Treatment (COMPASS).

REFERRED TO THE FINANCE COMMITTEE

15. BOARD OF PUBLIC WORKS

RE: Requesting approval for a water/sewer adjustment refund in the amount of **$347.31** to Waterbury Reidville Drive, LLC.

REFERRED TO THE FINANCE COMMITTEE

16. ZACKARY KEITH
Economic Development and Grant Manager

RE: Requesting approval of the Grant application in the amount of **$10,000,000** from the State of Connecticut's Community Investment Fund 2030 Round 10, administered by the State of CT Department of Economic and Community Development. There is no cost share requirement for this grant funding opportunity.

REFERRED TO THE FINANCE COMMITTEE

17. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of an Eversource Commercial Heat Pump Energy Rebate Application - Washington Parkhouse

REFERRED TO THE FINANCE COMMITTEE

18. JOHN GOGGIN
Director of Community Development

RE: Requesting approval of the following Community Development Block Grant (CDBG) Program Agreements (FY 2026 -2027 between the City of Waterbury and:

A. Center for Human Development (CHD)
B. Greater Waterbury Interfaith Ministries
C. Manufacturing Alliance Service Corporation
D. Neighborhood Housing Services of Waterbury, Inc. dba: NEST
E. Police Activity League of Waterbury (PAL)

REFERRED TO THE FINANCE COMMITTEE

19. JOHN GOGGIN
Director of Community Development

RE: Requesting approval of the following Emergency Solutions Grant (ESG) Program Agreements (FY 2026 -2027) between the City of Waterbury and:

A. Brian Gibbons Homeless Outreach
B. Safe Haven of Greater Waterbury
C. Salvation Army
D. St. Vincent DePaul

REFERRED TO THE FINANCE COMMITTEE

20. MICHAEL BUCKLEY
Director of Housing Assistance Programs
Office of Community Development

RE: Requesting approval of Amendment to HOME Loan Assistance Agreement – NEST, Inc., Adams Street Redevelopment Project Phase II (8, 16, 19 and 24 Adams Street) increasing the previously approve Home commitment of **$1,776,620.00** by **$410,538.40**, for a total commitment of **$2,187,158.40.**

REFERRED TO THE FINANCE COMMITTEE

21. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of an Eversource Energy Efficiency Services Letter of Agreement – Chase Building Renovation Project.

REFERRED TO THE FINANCE COMMITTEE

22. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of Amendment Two (2) to the Professional Services Agreement with SLR International Corporation for On-Call Environmental Services and AHERA Inspection. ***(Subject to the BOE approval at their Regular Meeting of November 12, 2026).***

REFERRED TO THE FINANCE COMMITTEE

23. MICHAEL LEBLANC
Director of Finance & WPC Primary

RE: Requesting approval of a Service Agreement for Sanitary Sewer Evaluation Survey CCTV and Multi-Sensor Inspection of

Representative

DENIS CUEVAS
Business Manager, JACOBS

Large Diameter (18 inch to 72 inch) Sanitary Sewers between the City of Waterbury and RedZone Robotics, Inc.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

24. CHRISTOPHER SAVAGE
Assistant Superintendent of Water

RE: Requesting approval of Amendment #5 to Construction Contract between the City of Waterbury and C.H. Nickerson & CO., Inc. for Water Treatment Plant Pumping & Mixing Improvements.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

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

RE: Request to Schedule a Public Hearing on Monday, December 14, 2026 regarding the Revised Resolution Making Appropriations for the Ensuing 2027 Fiscal Year for the Water Enterprise Fund of the City of Waterbury.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

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

RE: Request to Schedule a Public Hearing on Monday, December 14, 2026 for the Purpose of receiving public input regarding a Proposed Ordinance related to Removal of Members of Boards and Commissions, and for the Board of Aldermen to take action on the Ordinance at their meeting on said date.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

27. ANGELA R. JULIANI, ESQ.
Corporation Counsel

RE: Submittal from the Office of the Corporation Counsel requesting a report to the Board regarding the status of the proposed ordinance governing City fire hydrants.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

28. ANGELA R. JULIANI, ESQ.
Corporation Counsel

RE: Request to Schedule a Public Hearing on December 14, 2026, for the purpose of Receiving public input regarding a proposed Tax Bill Distribution Transparency Ordinance, and for the Board of Aldermen to take action on the proposed Ordinance at their meeting on said date.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

29. AISLING MCGUCKIN, RN MSN-MPH
Director of Public Health

RE: Requesting approval a Contract between City of Waterbury Health Department and TransactRx, a software platform that allows the City to bill insurance for the Services rendered during administration of the immunization clinic at the Waterbury Health Department.

REFERRED TO THE FINANCE COMMITTEE

30. RYAN BUSHKA
Assistant Project Manager
Engineering Department

RE: Requesting approval of a Contract for Congress Avenue Wall at Washington Avenue Project between the City of Waterbury and Dayton Construction Company, Inc.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

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

RE: Submittal of the following individual to the **Board of Ethics Commission**

Unrestricted Appointment

Appointee	**Term to be appointed**
Brian J. Mongelluzzo	8/1/26 - 7/31/2031

REFERRED TO THE FINANCE COMMITTEE

32. SALVATORE D. PORZIO
Project Manager

RE: Submittal of a List of Task Orders issued by Engineering Department pursuant to RFQ#8132 for Engineering On-Call Services 2025-2027.

RECEIVE AND PLACE ON FILE

STANDING COMMITTEE

CASSIE GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$30,223.61.**

REFERRED TO THE FINANCE COMMITTEE

UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

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

2. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for cultural district establishment.

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

3. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

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

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

4 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

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

B. Transparency of Boards and Commissions
(**Received on Monday, December 15, 2025 and referred to Corporation Counsel and postpone until March 9, 2026.) Public Hearing on October 5, 2026.**

5 - RAFAEL FELICIANO-ROMAN

RE: Requesting to approval to establish a

Alderman – 5th District

Gentrification Mitigation Zone Ordinance.

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

6. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a and create Youth Alderman positions.

B. Youth Alderman Positions
(Received on Monday, 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) Referred to Corporation Counsel).

8. 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).

9. 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
Alderman/Alderwoman

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).**

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

10. RAFAEL FELICIANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ

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

KELLY ZIMMERMANN
Alderman/Alderwoman

accounts. **(Received on May 11, 2026 and referred to the Intergovernmental Committee and was tabled until October 5, 2026.)**

11. 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).

12. 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).

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

RE: Requesting that a proposed ordinance prohibiting the use of glyphosate-based herbicides on City-owned property, including enforcement, exceptions, and implementation provisions, be referred to the Law Department for review and draft language. ***(Received on May 11, 2026 and referred to the Intergovernmental Committee).***

14. RAFAEL FELICANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO
BRYAN MCENTEE
GEORGE NOUJAIM

RE: Requesting approval of a Proposed Ordinance establishing a formal Centennial Celebrations Commission to coordinate the City's participation in the 250th Anniversary (Semiquincentennial) celebration, and any future major local, state, or national Centennial Celebrations, with structured Memberships, reporting requirements, and Public transparency provisions. Referred for Corporation Counsel review and draft refinement. ***(Received on February 25, 2026 and referred to the Intergovernmental Committee)***.

15. KENNETH J. CURRAN
Board of Aldermen
District 1

JOHN DREWRY
Board of Aldermen

RE: Submittal of a Loneliness and Social Isolation Commission Resolution.
(Received on March 9, 2026 and referred to Intergovernmental). PH set for November 16, 2026.

District 3
Co-Sponsor

16. TARA L. SHAW
Director of Human Resources

RE: Management Pay Plan- Proposed Modifications to Salary Ranges. **(Received on September 21, 2026 and referred to to Intergovernmental Committee). Tabled on September 21, 2026.**

17. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a proposed **$3,000,000** Bond Authorization to finance capital costs related to road and parking lot improvements as part of the City's 2027 Milling & Repaving Program. **(Received on October19, 2026 and referred to the Finance Committee). (PH set for Nov 16, 2026*).***

18. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a **$5,400,000** Bond Authorization to finance the replacement and upgrade of portable and mobile radios for the Police Department, Fire Department, and Department of Public Works. **(Received on October19, 2026 and referred to the Finance Committee). (PH set for Nov 16, 2026*).***

ADJOURNMENT:

MJD:dd

BOARD OF ALDERMEN
MONDAY, OCTOBER 19, 2026
REGULAR MEETING @ 6:00 PM.
ALDERMANIC CHAMBERS ~ 2ND FLOOR ~ CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

:SUMMARY MINUTES:

The Regular Meeting will be broadcast live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's YouTube Channel. https://youtu.be/-sUDfJNp0jU

PUBLIC HEARING: @ 6:03 P.M.

For the purpose of receiving public input regarding the proposed Automated Traffic Enforcement Safety Device **(ATESD)** Plan and Board of Aldermen approval, as submitted by ***Nadine Amatruda, Deputy Chief of Police.***

Speaker(s):

1. ***Martin Spring, 1400 Meriden Road, Waterbury.***
2. ***Domenic Davino Jr., 105 Norris Street, Waterbury.***
3. ***Paul Kondash, 413 Harpers Ferry Road, Waterbury.***
4. ***David Blocker, 88 Glenbrook Avenue, Waterbury.***
5. ***Christopher Casey, 35 Gorman Circle, Waterbury.***
6. ***Sharon L. Samoska, 45 Pear Street, Waterbury.***

CLOSED AT 6:19 P.M.

✓CALL TO ORDER: *6:20 P.M.*

✓PLEDGE OF ALLEGIANCE: *OBSERVED*

✓PRAYER: *OBSERVED*

✓ROLL CALL:

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

ABSENT: N/A

✓PUBLIC SPEAKING:

Speaker(s):

1. ***Ruth Barry, 109 Longmeadow Drive, Waterbury.***
2. ***Domenic Davino Jr., 105 Norris Street, Waterbury.***
3. ***Paul Kondash, 413 Harpers Ferry Road, Waterbury.***
4. ***David Blocker, 88 Glenbrook Avenue, Waterbury.***
5. ***Martin Spring, 1400 Meriden Road, Waterbury.***
6. ***Christopher Casey, 35 Gorman Circle, Waterbury.***
7. ***Ary French, 92 Country Club Road, Waterbury.***
8. ***Sharon L. Samoska, 45 Pear Street, Waterbury.***
9. ***Amari Brantley, 175 Rumford Street, Waterbury.***
10. ***Ahijah Smallwood, 29 Ives Street, Waterbury.***
11. ***Rhianna Roscoe, 35 Luke Street, Waterbury.***
12. ***Miles Yates, 105 Valentino Drive, Waterbury.***
13. ***Ana I. Iturbides, 157 Pembroke Avenue, Waterbury.***
14. ***LaToya Ireland, 169 Clinton Street, Waterbury.***

✓OFFICIALLY SCHEDULED PRESENTATION:

MR. JAMES SMITH, Chair, Harold Webster Smith Foundation *— Presentation regarding the Waterbury Land Bank Authority and the proposed* ***$5,000,000 appropriation and bond authorization*** *to fund a matching grant.*

On a motion of Alderman Feliciano-Roman, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **AMEND THE JUNE 8TH MINUTES TO REFLECT THE ACCURATE OF 100,000,000 MILLION FOR THE WATERBURY PRESCHOOL CENTER.**

✓MAYOR'S REPORT:

Joe Gary, Chief of Staff, *stated that the Mayor is working with Director of Public Works David Simpson and his staff to develop a new deicing program for the* ***2026–2027*** *winter season, in reference to Item No. 16 concerning sand and salt. Discussions are ongoing with the Department of Public Works, and a plan is expected to be presented soon.*

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

RECESS INTO COMMITTEES:

►NEW BUSINESS:

1. **BRENNY A. ALCANTARA**
   Former Commissioner

   RE: Submittal of a Letter of Resignation from the **Litter Control & Beautification** effective October 02, 2026.

RECEIVE AND PLACE ON FILE.

2. **SAMMY KHOUADRA**
   Construction Manager
   Bureau of Water

   RE: Requesting approval of ON-CALL INSERTION VALVE CONTRACTOR RFP No. 8897 for the Bureau of Water between the City of Waterbury and ZC UTILITY SERVICES LLC d/b/a CARNER BROS.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business Item **#2.**

3. **ZACH KEITH**
   Economic Development and Grants Manager

   RE: Requesting approval of a Project **Authorization Letter** for the Curtin Park Renovation Project, which involves design and construction of the park renovation. The estimated Project cost is **$1,099,855.68**.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business Item **#3.**

4. MARK LOMBARDO
Deputy Director of Public Works

RE: Requesting approval of an On-Call Tree Service Agreement between the City of Waterbury and Hillview Property Maintenance.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderwoman Weaver, duly seconded by Alderman Hunter, the Board of Aldermen voted by roll call, **12** Yeas, **3** Nays to **APPROVE** New Business Item **#4**, meeting the required **11**-vote threshold.

YEAS: *Aldermen Blake, Curran, Drewry, Grosso, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver, Zimmermann and DiGiovancarlo –* ***12.***
NAYS: *Aldermen Feliciano-Roman, Martinez-McCarthy and Sanchez –* ***3.***

5. MARK LOMBARDO
Deputy Director of Public Works

RE: Requesting approval of an On-Call Tree Service Agreement between the City of Waterbury and Cipully Tree Services, LLC.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by roll call, **12** Yeas, **3** Nays to **APPROVE** New Business Item **#5**, meeting the required **11**-vote threshold.

YEAS: *Aldermen Blake, Curran, Drewry, Grosso, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver, Zimmermann and DiGiovancarlo –* ***12.***
NAYS: *Aldermen Feliciano-Roman, Martinez-McCarthy and Sanchez –* ***3.***

6. MARK LOMBARDO
Deputy Director of Public Works

RE: Requesting approval of an On-Call Tree Service Agreement between the City of Waterbury and J&J Brothers, LLC.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderwoman Weaver, duly seconded by Alderman Hunter, the Board of Aldermen voted by roll call, **12** Yeas, **3** Nays to **APPROVE** New Business Item **#6**, meeting the required **11**-vote threshold.

YEAS: *Aldermen Blake, Curran, Drewry, Grosso, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver, Zimmermann and DiGiovancarlo –* ***12.***
NAYS: *Aldermen Feliciano-Roman, Martinez-McCarthy and Sanchez –* ***3.***

7. MARK LOMBARDO
Deputy Director of Public Works

RE: Requesting approval of an On-Call Tree Service Agreement between the City of Waterbury and Paulo Landscaping & Tree Removal, LLC.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderwoman Weaver, duly seconded by Alderman Hunter, the Board of Aldermen voted by roll call, **12** Yeas, **3** Nays to **APPROVE** New Business Item **#7**, meeting the required **11**-vote threshold.

YEAS: *Aldermen Blake, Curran, Drewry, Grosso, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver, Zimmermann and DiGiovancarlo –* ***12.***
NAYS: *Aldermen Feliciano-Roman, Martinez-McCarthy and Sanchez –* ***3.***

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

RE: Requesting approval of a Professional Services Agreement with SGNL Communications, LLC, in an amount not to exceed **$346,304.25**, for a Bi- Directional Amplifier Radio System at the Laurel Hill Complex.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11**-vote threshold. New Business Item #**8**.

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

RE: Requesting approval of a Professional Services Agreement with Waterbury Bridge to Success Partnership, Inc., in an amount not to exceed **$185,310.00**, for Onsite Before and After School Support to implement its BOOST Community School Initiative.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11**-vote threshold. New Business Item #**9**.

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

RE: Requesting approval of a Facilities Use Agreement, at no cost, with the University of Connecticut for the use of space, facilities, and equipment for the Waterbury Robotics Institute.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business Item #**10.**

11. MICHAEL LEBLANC
Director of Finance

RE: Requesting that a Public Hearing be set for Monday, November 16, 2026, regarding a proposed **$3,000,000 Bond Authorization** to finance capital costs related to road and parking lot improvements as part of the City's **2027 Milling & Repaving Program**, in accordance with the provisions of City Charter, Chapter 10, Section 10-A-2(b).

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **SET A PUBLIC HEARING ON NOVEMBER 16, 2026 @ 6:05 P.M.** New Business Item #**11**.

12. MICHAEL LEBLANC
Director of Finance

RE: Requesting that a Public Hearing be set for Monday, November 16, 2026, regarding a proposed **$5,400,000 Bond Authorization** to finance the replacement and upgrade of portable and mobile radios for the Police Department, Fire Department, and Department of Public Works, in accordance with the provisions of City Charter, Chapter 10, Section 10-A-2(b).

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **SET A PUBLIC HEARING ON NOVEMBER 16, 2026 @ 6:10 P.M.** New Business Item #**12**.

13. MICHAEL LEBLANC
Director of Finance & WPC Primary Rep.

DENIS CUEVAS
Business Manager, JACOBS

RE: Requesting approval of a Construction Contract for the Trumpet Brook Sewer Relocation between the City of Waterbury and Coastline Construction Corp., in the amount of **$2,500,000**, which includes an Owner Controlled Contingency of **$113,000**.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11**-vote threshold. New Business Item #**13**.

14. ZACH KEITH
Economic Development and Grants Manager

RE: Requesting approval of a State of Connecticut Department of Energy and Environmental Protection (CT DEEP) Urban Green & Community Garden Grant Application for Curtin Park Renovation Project. The estimated cost of the Project is **$1,099,855.68**. This CT DEEP Grant generally requires a **50% match.**

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11**-vote threshold. New Business Item #**14**.

15. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a License Agreement with Kaybar Development II, LLC, allowing the City the exclusive use of approximately twenty-seven (27) parking spaces located at 320 East Main Street for use by the Police Department for employee and overflow visitor parking, for a term of

one year with the possibility of continuing on a month-to-month basis, at an annual license fee of **$1.00**.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted by roll call, **14** Yeas and **1** Abstention, to **APPROVE** New Business Item #15, meeting the required **11**-vote threshold.

YEAS: *Aldermen Blake, Curran, Drewry, Feliciano-Roman, Grosso, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmermann and DiGiovancarlo* – ***14.***
ABSTAIN: *Alderwoman Martinez-McCarthy* – **1.**

16. ALDERWOMAN ZIMMERMANN
District 3
ALDERMAN GROSSO
District 1
ALDERMAN MCENTEE
District 1
ALDERMAN SANCHEZ
District 5
ALDERMAN FELICIANO-ROMAN
District 5
ALDERWOMAN MARTINEZ-MCCARTHY
District 5

RE: Requesting approval of a Legislative Inquiry to modernize Waterbury's winter road treatment program by evaluating a transition from the current sand/salt mixture to a primarily salt-based De-icing program, to be referred to the Director of Public Works and all appropriate departments for review and response.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderwoman Weaver, duly seconded by Alderman Hunter, the Board of Aldermen voted by roll call, **9** Yeas, **6** Nays to **NOT TO APPROVE** New Business Item #**16.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo* – **9.**
NAYS: *Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee Sanchez and Zimmermann* – **6.**

►STANDING COMMITTEE:

CASSIE M. GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$6,278.01.**

REFERRED TO THE FINANCE COMMITTEE.
On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **AUTHORIZE AND APPROVE** the Director of Finance to make refunds to taxpayers representing overpayment of tax bills in the aforementioned amount.

►UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Purchase and Sale Agreement for the sale of 36 Welton Street, a vacant 0.43-acre parcel, for

consideration of **$25,000** and an associated tax assessment with Laing Capital Partners, LLC.
(Received on January 05, 2026 and referred to Finance Committee). PH set for January 20, 2026 (Tabled until 02/09/2026.)

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

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

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

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

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

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

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

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

Transparency of Boards and Commissions
(Received on December 15, 2025 and referred to Corporation Counsel and postponed until March 9, 2026, Public was set September 8, 2026 for October 05, 2026 at 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:

Gentrification Mitigation Zone Ordinance
(Received on December 15, 2025. - Referred to Intergovernmental Committee. Referred to Corporation Counsel and to amend the timetable to postpone consideration until - December 14, 2026.)

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

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

Youth Alderman Positions

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

7. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

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

8. 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.)

9. 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.)

10. 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.)

COMMITTEE OF THE WHOLE

11. MICHAEL LEBLANC
Director of Finance

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

RAMON ESPONDA
Superintendent of Water

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

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11**-vote threshold. Unfinished Business item #**11**.

COMMITTEE OF THE WHOLE

12. 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.)

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted **14** Yeas and **1** abstention to **CALL TO QUESTION**.

YEAS: *Aldermen Blake, Curran, Drewry, Feliciano-Roman, Grosso, Hunter, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver and DiGiovancarlo* – **14.**
ABSTAIN: *Alderwoman Zimmermann* – **1.**

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted **9** Yea and **6** Nays, **FAILING TO APPROVE** UFB Item #**12.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo* – **9.**
NAYS: *Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann* – **6.**

COMMITTEE OF THE WHOLE

13. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of an Agreement to Convey City owned surplus properties to the Waterbury Land Bank Authority pursuant 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.)

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted **9** Yeas and **6** Nays, **FAILING TO APPROVE** UFB Item #**13.**

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo –* ***9.***
NAYS: *Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann –* ***6.***

14. 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.)

15. 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.)

16. RAFAEL FELICIANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO

RE: Requesting that a proposed ordinance prohibiting the use of glyphosate-based herbicides on City-owned property, including enforcement, exceptions, and implementation provisions, be referred to the Law Department for review and draft language. ***(Received on May 11, 2026 and referred to the Intergovernmental Committee.)***

17. RAFAEL FELICIANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO
BRYAN MCENTEE
GEORGE NOUJAIM

RE: Requesting approval of a Proposed Ordinance establishing a formal Centennial Celebrations Commission to coordinate the City's participation in the 250th Anniversary (Semiquincentennial) celebration, and any future major local, state, or national Centennial Celebrations, with structured Memberships, reporting requirements, and Public transparency provisions. Referred for Corporation Counsel review and draft refinement. ***(Received on February 25, 2026 and referred to the Intergovernmental Committee.)***

18. KENNETH J. CURRAN
Board of Aldermen
District 1

JOHN DREWRY
Board of Aldermen
District 3
Co-Sponsor

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

19. TARA L. SHAW
Director of Human Resources

RE: Management Pay Plan- Proposed Modifications to Salary Ranges.
(Received on September 21, 2026, and referred to the Intergovernmental Committee. Tabled on September 21, 2026.)

20. ROBERT DOWD
TOM FAVAZZO
Project Managers, WDC

RE: Requesting approval of a Construction Contract RFP# 8753 for Chase Building Renovations between the City of Waterbury and KBE Building Corporation. ***(Received on October 05, 2026, and referred to the Intergovernmental Committee. Failed to the meet the 11-vote threshold; carries over to the next meeting October 19, 2026.)***

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted **11** Yeas and **3** Nays, and 1 Abstention **APPROVE** UFB Item #**20**.

YEAS: *Aldermen Blake, Curran, Drewry, Feliciano-Roman, Hunter, McEntee, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo* – **11.**
NAYS: *Alderman Grosso, Alderman Sanchez and Alderwoman Zimmermann* – **3.**
ABSTAIN: *Alderwoman Martinez-McCarthy* – **1.**

21. ROBERT DOWD
TOM FAVAZZO
Project Managers, WDC

RE: Requesting approval of a Construction Contract for the RFP #8801 Waterbury Community Health Resource Center Renovation with J.A. Rosa. ***(Received on October 05, 2026, and referred to the Intergovernmental Committee. Failed to meet the11-vote threshold; therefore, the matter carries over to the next meeting October 19, 2026.)***

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** UFB Item #**21.**

COMMITTEE OF THE WHOLE

22. NADINE AMATRUDA
Deputy Chief of Police

RE: Request to set a Public Hearing for Automated Traffic Enforcement Safety Device Plan (ATESD) and Board of Aldermen approval. **(Received on October 5, 2026, as a Committee of the Whole. Public Hearing scheduled for October 19, 2026.)**

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** UFB Item #**22.**

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **RETURN TO THE REGULAR ORDER OF BUSINESS**.

23. KENNETH CURRAN
Alderman - District 1

JOHN DREWRY
Alderman - District 3

RE: Request for a Public Hearing and Approval of Ordinance Creating a Loneliness and Social Commission. ***(Received on October 05, 2026, and referred to the Intergovernmental Committee. Public hearing set for November 16, 2026.)***

: RETURN TO THE REGULAR ORDER OF BUSINESS:

CONSENT CALENDAR:

RECEIVED AND PLACED ON FILE ITEM #1.
APPROVED – NEW BUSINESS ITEMS - #2,3,10.
UNFINISHED BUSINESS ITEM #21 – APPROVED
SET A PUBLIC HEARING ITEM #11 – 11.16.2026 at 6:05 P.M
SET A PUBLIC HEARING ITEM #12 – 11.16.2026 at 6:10 P.M
STANDING COMMITTEE ITEM – APPROVED

NON-CONSENT CALENDAR:

APPROVED – NEW BUSINESS ITEMS #4, #5, #6, #7, #8, #13, #14, AND #15;
UNFINISHED BUSINESS ITEM #20.
NEW BUSINESS ITEM #16 – NOT APPROVED.

COMMITTEE OF THE WHOLE:

APPROVED – NEW BUSINESS ITEM #9; UNFINISHED BUSINESS ITEMS #11 AND #22.
NOT APPROVED – UNFINISHED BUSINESS ITEMS #12 AND #13.

ON A MOTION OF ALDERWOMAN WEAVER, DULY SECONDED BY ALDERMAN MOSLEY, THE BOARD OF ALDERMEN VOTED UNANIMOUSLY TO APPROVE THE CONSENT CALENDAR AS READ.

: FOR THE GOOD OF THE ORDER:

Alderman Feliciano-Roman: *Expressed sadness and concern regarding Brenny Alcantara's resignation from the Litter and Beautification Commission, thanked him for his ten years of service, and announced plans to file a Freedom of Information request concerning the reported conversation about his personal Tik Tok posts and First Amendment rights. He also invited all Aldermen to the South End Neighborhood Association's Trick or Treat event on October 23, 2026, from 3:00 p.m. to 7:00 p.m., at the Brass City Harvest parking lot, as part of the City's Halloween events. He thanked the Waterbury Police Department's, Community Relations Division, State Representative Geraldo Reyes, Faithalee Goclowski, Bonez of an Angel, the Hispanic Coalition of Greater Waterbury, and RIBA Aspira Career Academy for their support.*

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **ADJOURN AT 1:15 A.M.**

MJD/ec

BOARD OF ALDERMEN
MONDAY, OCTOBER 5, 2026
PUBLIC HEARING @ 6:00
REGULAR MEETING @ 6:00 P.M.
ALDERMANIC CHAMBERS - 2ND FLOOR - CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

SUMMARY MINUTES

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/SyEs7TPBUJs.

PUBLIC HEARING AT 6:00 P.M.

For the purpose of receiving public input with respect to a proposed new ordinance related to City Boards and Commissions Appointment Structure and Transparency, as submitted by Alderman Rafael Feliciano-Roman.

Speaker (s) 1. Martin Spring, 1400 Meriden Road, Waterbury, CT
2. Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT
3. Sharon Samoska, 45 Pear Street, Waterbury, CT
4. Gabriel Chavez, 626 South Main Street, Waterbury, CT

CLOSED AT 6:17 P.M.

CALL TO ORDER @ 6:19 P.M.

PLEDGE OF ALLEGIANCE: Observed

PRAYER: Observed

ROLL CALL:

PRESENT:	**Blake**	**Curran**	**Drewry**	**Feliciano-Roman**
	Grosso	**Martinez-McCarthy**	**McEntee**	**Mosley**
	Noujaim	**Rinaldi**	**Sanchez**	**Zimmermann**
	Weaver	**DiGiovancarlo *(President)* (14)**		
Absent:	**Hunter (1)**			

OFFICIALLY SCHEDULED PRESENTATION (s): None

PUBLIC SPEAKING:

Speaker (s) 1. Allen Leon 3221 East Main Street, Waterbury, CT
2. Joy Brown, 46 Hinsdale Avenue, Waterbury, CT
3. Martin Spring, 1400 Meriden Road, Waterbury, CT
4. Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT
5. Gabriel Chaves, 626 South Main Street, Waterbury, CT
6. Sharon Samoska, 45 Pear Street, Waterbury, CT
7. Rev. Ollie Gray III, 2929 East Main Street, Waterbury, CT
8. Marianna Codianni, 61 Sharon Avenue, Waterbury, CT
9. James Nardozzi, 83 Bank Street, 3rd Floor, Waterbury, CT

EXECUTIVE SESSION: None

APPROVAL OF MINUTES:

Tuesday, September 8, 2026/Public Hearing/Summary Minutes
Monday, September 21, 2026/Public Hearing/Summary Minutes

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

MAYOR'S REPORT: None

The Board of Aldermen recessed briefly at 6:56 P.M. and reconvened at 7:04 P.M.

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to RESOLVES THEMSELVES INTO THE COMMITTEE OF THE WHOLE TO ADDRESS NEW BUSINESS ITEM #10 AND UNFINISHED BUSINESS ITEM #16.

New Business

10. NADINE AMATRUDA
Deputy Chief of Police

RE: Request to set a Public Hearing for Automated Traffic Enforcement Safety Device Plan (ATESD) and Board of Aldermen approval.

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a 13 Yea – 1 Nay roll call vote to RESCIND the previous motion from the July 13th meeting – Item #9.

Yeas: Aldermen Blake, Curran, Drewry, Feliciano-Roman, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmerman and DiGiovancarlo (13)
Nays: Alderman Grosso (1)

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to SET A PUBLIC HEARING ON OCTOBER 19, 2026 at 6:00 P.M. - New Business Item #10.

Unfinished Business Item #16

16. 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. (***Received at September 21, 2026. Tabled until the October 5, 2026***).

On the Motion of Alderwoman Weaver, Seconded by Alderwoman Blake, the Board of Aldermen voted unanimously to Take Item Unfinished Business Item #16. ***Alderman Mosley recused himself.***

Yeas: Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann (7).
Nays: Aldermen Blake, Curran, Drewry, Noujaim, Rinaldi, Weaver and DiGiovancarlo (6).

On the Motion of Alderwoman Weaver, Seconded by Alderman Blake, the Board of Aldermen voted by 6 Yeas - Nays to DISAPPROVE New Business Item #3. ***Alderman Mosley recused himself.***

Yeas: Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann (6).
Nays: Aldermen Blake, Curran, Drewry, Noujaim, Rinaldi, Weaver and DiGiovancarlo (7).
Motion Failed

On the Motion of Alderman Feliciano-Roman, Seconded by Alderwoman Martinez-McCarthy, the Board of Aldermen voted by to SUSPEND the rules so that Alderman Grosso can make a statement.

Alderman Grosso informed the Board that the City will be unveiling the first AAC Board at Washington Park on Thursday at 4:00 P.M. at Washington Park.

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

RECESS INTO COMMITTEES

NEW BUSINESS*:*

Non-Consent

1. MARK LOMBARDO
Deputy Director, PWD

RE: Requesting approval of a Contract for Multi-Course Golf Management Software between the City of Waterbury and TenFore Golf, Inc.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #1. 11 Vote Threshold.

Non-Consent

2. JAVIER LOPEZ
Fire Chief

RE: Requesting approval to Accept an Assistance to Firefighters Grant for Fire Officer Training.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #2.

Non-Consent

3. ROBERT DOWD
TOM FAVAZZO
Project Manager(s)WDC

RE: Requesting approval of a Project Authorization Letter for the Waterbury Community Health Resource Center.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Curran, the Board of Aldermen voted by a 9 Yea – 5 Nay non-consent roll call vote to APPROVE - New Business Item #3.

Yeas- Aldermen Blake, Curran, Drewry, McEntee, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo (9)
Nays – Alderman Feliciano-Roman, Grosso Martinez-McCarthy, Sanchez and Zimmermann (5)

Non-Consent

4. ROBERT DOWD
TOM FAVAZZO
Project Managers, WDC

RE: Requesting approval of a Construction Contract RFP# 8753for Chase Building Renovations between the City of Waterbury and KBE Building Corporation.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Curran, the Board of Aldermen voted by an 8 Yea – 6 Nay non-consent roll call vote to APPROVE New Business Item #4. Motion Failed – 11 Vote Threshold Item will be taken up at next meeting.

Yeas: Aldermen Blake, Curran, Drewry, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo (8)
Nays: Aldermen Feliciano -Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmerman (6)

Non-Consent

5. ROBERT DOWD
Project Manager, WDC

RE: Requesting approval of a Construction Contract for Fire Station #6 Roof Replacement & Window Repairs between the City of Waterbury and Macri Roofing in the amount of **$250,000.**

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #5. 11 Vote Threshold Vote.

Non-Consent

6. FRANK BAKER
Building Official
Department of Inspection

RE: Requesting a **REFUND** from Trinity Solar for the following cancelled permits:

172 Easton Ave.	$1,275.00
172 Easton Ave.	$600.00
Total	**$1,692.50**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderman Rinaldi, the Board of Aldermen voted by a 10 Yea – 4 Nay non-consent roll call vote to APPROVE New Business Item #6.

Yeas- Aldermen Blake, Curran, Drewry, McEntee, Mosley, Noujaim, Rinaldi, Weaver, Zimmermann and DiGiovancarlo (10)
Nays – Alderman Feliciano-Roman, Grosso, Martinez-McCarthy and Sanchez (4)

7. LEE FARLEY
Lieutenant
Department of Police Services

RE: Requesting approval to submit an application for grant funding in the amount of **$90,006** under the BJA FY26 Justice Assistance Grant (JAG) Program for the Grant period of 10/01/2025 – 09/30/2029.

REFERRED TO THE FINANCE COMMITTEE

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

8. FRANK TAVERA
Chief Executive Officer
100 East Main Street
Waterbury, CT 06702

RE: Submittal of 2027 Operating Budget which was approved at the September 22, 2026 Board of Directors Meeting. ***(Palace Theater).***

RECEIVE AND PLACE ON FILE

Non-Consent

9. ROBERT DOWD
TOM FAVAZZO
Project Managers, WDC

RE: Requesting approval of a Construction Contract for the Waterbury Community Health Resource Center.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Weaver, Seconded by Alderman Curran, the Board of Aldermen voted by an 8 Yea – 6 Nay non-consent roll call vote to APPROVE New Business Item #10. Motion Failed. 11 Threshold Vote. Item will be taken up at next meeting.

10. NADINE AMATRUDA
Deputy Chief of Police

RE: Request to set a Public Hearing for Automated Traffic Enforcement Safety Device Plan (ATESD) and Board of Aldermen approval.

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a 13 Yea – 1 Nay roll call vote to RESCIND the previous motion from the July 13th meeting – Item #9.

Yeas: Aldermen Blake, Curran, Drewry, Feliciano-Roman, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmerman and DiGiovancarlo (13)
Nays: Alderman Grosso (1)

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted to SET A PUBLIC HEARING ON OCTOBER 19, 2026 at 6:00 P.M. - New Business Item #10.

Non-Consent

11. RYAN D. BUSHKA
Assistant Project Manager
Engineering Department

RE: Requesting approval of a Construction Contract for Esther Avenue & Crown Street Drainage Improvements Project between the City of Waterbury and Birmingham Construction Company, LLC.

REFERRED TO THE FINANCE COMMITTEE

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

Non-Consent

12. SALVATORE D. PORZIO
Project Manager
Engineering Department

RE: Requesting approval of the Professional Services Agreement for Engineering On-Call Services 2025 Through 2027 between the City of Waterbury, Connecticut and Weston & Sampson Engineers, Inc.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Rinaldi, Seconded by Alderman Drewry, the Board of Aldermen voted by an 8 Yea – 6 Nay non-consent roll call vote to APPROVE New Business Item #12.

Yeas- Aldermen Blake, Curran, Drewry, McEntee, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo (9)
Nays – Alderman Feliciano-Roman, Grosso Martinez-McCarthy, Sanchez and Zimmermann (5)

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

RE: Submittal of the City of Waterbury Financial Status Report for July and August 2026.

RECEIVE AND PLACE ON FILE

Non-Consent

14. SARAH R. GEARY
Manager of Budget

RE: Requesting approval of the following Budget Transfer from the City's **Capital**

Development and Oversight

Improvement Fund for the Fiscal Year ending June 30, 2027 in the amount of **$4,000,000.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Rinaldi, Seconded by Alderman Rinaldi, the Board of Aldermen voted by an 8 Yea – 6 Nay non-consent roll call vote to APPROVE New Business Item #14.

Yeas: Aldermen Blake, Curran, Drewry, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo (8)
Nays: Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann (6)

Non-Consent

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

RE: Requesting approval of the following Budget Transfer from the City's **Capital Improvement Fund for** the Fiscal Year ending June 30, 2027 in the amount of **$1,850,000.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Rinaldi, Seconded by Alderman Rinaldi, the Board of Aldermen voted by an 8 Yea – 6 Nay non-consent roll call vote to APPROVE New Business Item #15.

Yeas: Aldermen Blake, Curran, Drewry, Mosley, Noujaim, Rinaldi, Weaver and DiGiovancarlo (8)
Nays: Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann (6)

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

RE: Requesting approval of the following appointment to the Board of Agents:

Democratic Town Committee Appointee

Naida M. Hall (D)
Term of Appointment
July 4, 2026 – July 4, 2032

RECEIVE AND PLACE ON FILE

Non-Consent

17. KENNETH CURRAN
Alderman - District 1

JOHN DREWRY
Alderman - District 3

RE: Request for a Public Hearing and Approval of Ordinance Creating a Loneliness and Social Commission.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Curran, the Board of Aldermen voted by a 9 Yea – 5 Nay non-consent roll call vote to SET A PUBLIC HEARING ON NOVEMBER 16, 2026 at 6:00 P.M. - New Business Item #17.

STANDING COMMITTEE

CASSIE GORMAN — **RE:** Request for refunds for Tax Overpayments
Tax Collector — in the amount of **$23,378.22.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderman Rinaldi, the Board of Aldermen voted unanimously to APPROVE the aforementioned Refunds in the amount of $23,378.22.

Consent Calendar:
Item #7 Approved
#8 Received & Placed on File
Item #10, Set A Public Hearing on October 19, 2026
Standing Committee – Approved
On A Motion Of Alderman Mosley, Duly Seconded By Alderwoman Weaver, The Board Of Aldermen
Voted Unanimously to *Approve*
The Consent Calendar As Read,

Minus Items #1, #2, #3, #4, #5, #6, #9, #11, #12, #14, #15 and #17.

NON-CONSENT CALENDAR
New Business Items #1, #2, #3, #5, #6, #7, #11, #12, #14, APPROVED
Item #17 Set a Public Hearing on November 16, 2026 at 6:00 P.M.
Unfinished Business #16 - DISAPPROVED
Item #4 Failed
Item #9 Failed

UNFINISHED BUSINESS:

1. MICHAEL LEBLANC — **RE:** Requesting approval of Granting of a

Director of Finance

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

2. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for cultural district establishment.

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

3. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

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

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

4 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

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

B. Transparency of Boards and Commissions
(**Received on Monday, December 15, 2025 and referred to Corporation Counsel and postpone until March 9, 2026.) Public Hearing on October 5, 2026.**

5 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance.

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

6. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a and create Youth Alderman positions.

B. Youth Alderman Positions
(**Received on Monday, 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) Referred to Corporation Counsel).

8. 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).

9. 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
Alderman/Alderwoman

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).**

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

10. RAFAEL FELICIANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
Alderman/Alderwoman

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 5, 2026.)

11. 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.)

12. 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.)

13. 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).

14. 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).

15. 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).

<u>Unfinished Business Item #16</u>

16. 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. (***Received at September 21, 2026. Tabled until the October 5, 2026***).

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Blake, the Board of Aldermen voted by 6 Yeas – 7 Nays to DISAPPROVE New Business Item #3. ***Alderman Mosley recused himself.***

Yeas: Aldermen Feliciano-Roman, Grosso, Martinez-McCarthy, McEntee, Sanchez and Zimmermann (6).
Nays: Aldermen Blake, Curran, Drewry, Noujaim, Rinaldi, Weaver and DiGiovancarlo (7).
Motion Failed

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

RE: Requesting that a proposed ordinance prohibiting the use of glyphosate-based herbicides on City-owned property, including enforcement, exceptions, and implementation provisions, be referred to the Law Department for review and draft language. ***(Received on May 11, 2026 and referred to the Intergovernmental Committee).***

18. RAFAEL FELICANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN
MICHAEL GROSSO
BRYAN MCENTEE
GEORGE NOUJAIM

RE: Requesting approval of a Proposed Ordinance establishing a formal Centennial Celebrations Commission to coordinate the City's participation in the 250th Anniversary (Semiquincentennial) celebration, and any future major local, state, or national Centennial Celebrations, with structured Memberships, reporting requirements, and Public transparency provisions. Referred for Corporation Counsel review and draft refinement. ***(Received on February 25, 2026 and referred to the Intergovernmental Committee)***.

19. KENNETH J. CURRAN
Board of Aldermen
District 1

JOHN DREWRY
Board of Aldermen
District 3
Co-Sponsor

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

For the Good of the Order:

Alderman Mosley stated that he recused himself from discussion and voting on Unfinished Business Item #16 due to his membership on the Waterbury Promise Board.

Alderman Curran announced that the Italian Mayor of the Day ceremony will be held at Our Lady of Lourdes Church at 9:00 A.M. on Friday, followed by a flag-raising ceremony and related observances.

Alderman McEntee requested an update on Unfinished Business Item #9. -

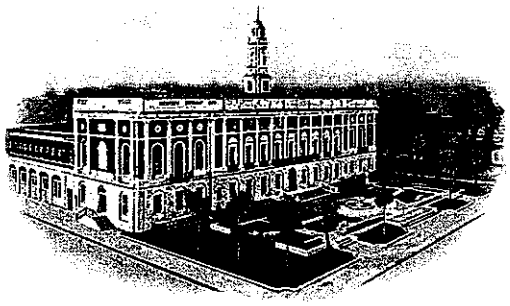
Alderwoman Zimmermann informed the Board that the Battle of the Bands will be held on the Waterbury Green on Saturday, October 17th.

ADJOURNMENT:

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to ADJOURN at 11:10 P.M.

MJD:dd

MIRA LEVASSEUR
DIRECTOR OF WATERBURY SENIOR CENTER
MUNICIPAL AGENT FOR THE ELDERLY



OFFICE OF THE MAYOR

THE CITY OF WATERBURY

CONNECTICUT

Executive Summary

Memorandum of Understanding Between the City of Waterbury Senior Center and the New Opportunities, Inc. AmeriCorps Senior Companion Program

The City of Waterbury Senior Center and New Opportunities, Inc. AmeriCorps Senior Companion Program (Senior Companion Program) recognize the importance of supporting older adults in the Waterbury community and are committed to working collaboratively to enhance their quality of life, independence, and ability to remain connected to their community.

This Memorandum of Understanding (MOU) establishes a framework for collaboration between the City of Waterbury Senior Center and the Senior Companion Program. Through this partnership, Senior Companion volunteers may provide supportive services to eligible older adults, helping reduce isolation, encourage social engagement, promote independence, and strengthen connections to community resources and services.

The City of Waterbury Senior Center will serve as a community partner and provide appropriate opportunities for Senior Companion Program volunteers to engage with older adults through activities, programs, outreach, and other mutually agreed-upon services. The Senior Companion Program will be responsible for recruiting, screening, training, supervising, and supporting its volunteers in accordance with applicable program requirements and policies.

Both organizations agree to maintain open communication and coordinate services in a manner that promotes the safety, dignity, privacy, and well-being of the older adults served. The parties will work together to identify opportunities where Senior Companion services can complement the programs and services already provided by the City of Waterbury Senior Center.

This partnership reflects a shared commitment to strengthening community-based support for older adults in Waterbury. By combining the resources, knowledge, and services of both organizations, the parties seek to provide meaningful opportunities for companionship, social connection, and support while helping older adults remain active, engaged, and connected to their community.

This MOU is intended to establish the general understanding and responsibilities of the parties and does not create an employment relationship between the City of Waterbury and Senior Companion Program volunteers.

NEW OPPORTUNITIES
Building Relationships to End Poverty™

MEMORANDUM OF UNDERSTANDING (MOU)
AmeriCorps Seniors Senior Companion Program

New Opportunities Inc & City of Waterbury, Waterbury Senior Center

Effective Dates: Date of Mayoral Execution– June 30th 2029

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1. Purpose

This Memorandum of Understanding (MOU) establishes the partnership between **New Opportunities, Inc**, sponsor of the **AmeriCorps Seniors Senior Companion Program (SCP)**, and the **City of Waterbury, Waterbury Senior Center**, hereafter referred to as **the City** or the **Volunteer Station**

The purpose of this agreement is to support older adults who may require assistance maintaining independence in their homes and communities. Through this partnership, Senior Companion volunteers will provide companionship and caregiver respite to eligible individuals served by the Volunteer Station.

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2. Program Overview

The AmeriCorps Seniors Senior Companion Program engages volunteers aged 55 and older to provide supportive, non-medical assistance to older adults who may be socially isolated or need support to remain independent. Senior Companions provide companionship, encouragement, and limited assistance to improve the quality of life for the individuals they serve.

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3. Responsibilities of the Sponsoring Organization

New Opportunities Inc/ SCP agrees to:

- Recruit, enroll, train, and place qualified Senior Companion volunteers in accordance with AmeriCorps Seniors regulations.
- Provide orientation and ongoing training to volunteers regarding program policies and service expectations.
- Assign volunteers to approved Volunteer Stations based on community need and program capacity.
- Maintain records related to volunteer enrollment, service hours, and program performance measures.

- Provide insurance coverage for enrolled volunteers while they are performing approved volunteer duties.
- Conduct periodic monitoring of Volunteer Stations to ensure compliance with program guidelines.
- Provide technical assistance and program support to Volunteer Station supervisors as needed.

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4. Responsibilities of the City

The **City** agrees to:

Client Identification and Referral

- Identify older adults who would benefit from companionship or caregiver respite services.
- Submit a completed **Client Referral Form and Care Plan** for each client referred to the program.

Volunteer Supervision

- Provide day-to-day supervision and guidance to Senior Companion volunteers assigned to the station.
- Ensure volunteers receive meaningful assignments consistent with program guidelines.

Timesheet Verification

- Review and verify volunteer service hours by signing volunteer timesheets or other approved documentation.

Activity Guidance

- Provide direction to volunteers regarding appropriate daily activities that promote client wellbeing, independence, and social engagement.

Communication

- Maintain communication with program staff regarding volunteer assignments, client needs, and any concerns related to services.

Safe Environment

- Provide a safe and supportive environment for both volunteers and clients.

- Ensure volunteers are not asked to perform duties outside the scope of the Senior Companion Program.

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5. Scope of Volunteer Activities

Senior Companion volunteers provide **non-medical companionship and supportive services,** which may include:

- Friendly visiting and conversation
- Accompanying clients on walks or to parks
- Going shopping or running errands together
- Accompanying clients to medical appointments
- Sharing meals or visiting local restaurants
- Providing temporary respite for caregivers
- Encouraging participation in social and recreational activities

Senior Companions **may not provide medical care, administer medications, perform skilled nursing tasks, or complete duties that require professional certification.**

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6. Non-Discrimination

The Volunteer Station agrees to comply with all applicable federal, state, and local non-discrimination laws. No person shall be excluded from participation in services on the basis of race, color, national origin, sex, age, disability, religion, or any other protected status.

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7. Confidentiality

Both parties agree to maintain the confidentiality of client and volunteer information and to use such information only for purposes related to program services.

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8. Non-Displacement

Senior Companion volunteers will not displace employed workers or impair existing service contracts. Volunteers are intended to supplement, not replace, the work of paid staff.

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9. Monitoring and Compliance

The Volunteer Station agrees to cooperate with monitoring visits conducted by **New Opportunities, AmeriCorps Seniors**, or other authorized representatives to ensure compliance with program policies and federal regulations.

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10. Termination and Modification

This agreement will remain in effect for the dates listed above unless terminated earlier by either party with **30 days written notice**. This agreement may be modified at any time through written consent of both parties.

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11. Insurance

New Opportunities shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by New Opportunities and such insurance has been approved by the City. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of 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, 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 Contractor's obligations under this Contract, whether such obligations are in Contractor'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 Contractor:

General Liability:
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

Auto Liability:
$1,000,000 combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability:
$1,000,000 each Occurrence
$1,000,000 Aggregate

Professional Liability/E&O:
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

Abuse/Molestation Liability:
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

Certificates of Insurance: Contractor'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 Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Contractor executes this Agreement, 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 is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability."** All policies shall include a Waiver of Subrogation except Professional Liability. Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand street, Waterbury, CT 06702.

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

12. Liability

Notwithstanding the insurance coverage set forth in Section 11 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.

13. Governing Law

The validity, construction, performance and effect of this MOU 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 the is MOU shall be construed or determined according to such laws, except to the extend preempted by federal law.

It is understood that by signing this Memorandum the Parties agree they will conduct all activities under this Memorandum in compliance with all applicable federal state and local laws, rule and regulations and executive orders_____

14. City Required Provisions

City of Waterbury's Ethics Code Ordinance. The Signatories to this Contract hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding Ethics and Conflicts of Interest.

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

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

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

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

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this Contract 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.

14. Agreement and Signatures

By signing below, both parties agree to the responsibilities outlined in this Memorandum of Understanding and commit to supporting the mission of the AmeriCorps Seniors Senior Companion Program.

New Opportunities Inc
AmeriCorps Seniors *Senior Companion Program*

Name: Zaida Ordonez
Title: Director of SCP
Signature: _____

Date:_____

City of Waterbury

Name: Paul K. Pernerewski, Jr.
Title: Mayor
Signature: _____
Date: _____

Memorandum

To: Board of Aldermen

From: Lisa Lebreiro, Program Manager, Health Department

Date: October 16, 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 $125,325.00 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.

At a Regular Meeting of the Board of Aldermen held on Monday, September 21, 2026, the Board voted unanimously, meeting the required 11-vote threshold, to Approve the Lead and Healthy Homes between the City of Waterbury and East Water Land LLC, 28 Hill Street, in the amount of $108,375.00.

The contractor, Lead Gone Renovations, LLC was unable to obtain the required Payment/Performance Bond or the Letter of Credit in lieu of Payment/Performance Bond due to length of time of business (under 2 years). Lead Gone Renovations has rescinded their bid.

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, Board of Aldermen previous letter of approval, Lead Gone Renovations, LLC rescind letter 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 $125,725.00. The Total Grant Assistance Amount is $125,725.00. There are seven units being funded pursuant to this Agreement. Each unit shall receive $17,960.72 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 _____

OFFICE OF THE CITY CLERK

MEMORANDUM

DATE: September 24, 2026

FROM: Board of Aldermen

TO: Lisa Lebreiro, ***Waterbury Lead & Healthy Homes***

SUBJECT: **LEAD AND HEALTHY HOMES PROFESSIONAL SERVICES CONTRACT – EAST WATER LLC**

At a Regular Meeting of the Board of Aldermen held on Monday, September 21, 2026, the Board voted unanimously, meeting the required ***11-vote threshold***, to **APPROVE** the 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.**

ATTEST: Michael J. Dalton

Michael J. Dalton
City Clerk

MJD/ec

Item: **#2**

cc: **Corporation Counsel**

LEAD GONE RENOVATIONS LLC

43 Farview Ave
Danbury, CT 06810
475-206-3138
LEADGONELLC@gmail.com

October 16, 2026.

TO WHO EVER CONCERN:

I am writing to you regarding your project at 28 HILL ST. WATERBURY CT. concerning the lead abatement. Effective on October 16 2026, Lead Gone Renovations LLC has decided it to rescind from the above mentioned project.

We are grateful for the opportunity and look forward to work with you in any future projects.

Sincerely,

Miguel A Hernandez

Lead Gone Renovations LLC

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 10/16/2026**

To: **Lisa N. Lebreiro- Program Manager**
Public Health

Subject: Tax Clearance

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

East Water Land LLC
John Reuther
Sergio De La Mota
230 Saw Mill River Rd.
Millwood, NY 10546

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

Very truly yours,

CMG/wmf

Cassie M. Gorman, CCMC
Tax Collector
City of Waterbury

DEPARTMENT OF PLANNING
CITY OF WATERBURY
One Jefferson Square • 5th Floor
Waterbury, CT 06706
Office: (203) 574-6817 Fax (203) 346-3949

Paul K. Pernerewski, Jr.
Mayor

Robert J. Nerney, AICP
City Planner

October 15, 2026

Board of Aldermen
City of Waterbury
235 Grand Street
Waterbury, Connecticut 06702

RE: Request for Approval to Extend a Public Sanitary Sewer Main, Juniors Properties, LLC, Owner, Westwood Avenue (M/B/L 0230-0083-0024 and M/B/L 0230-0083-0025)

Honorable Board of Aldermen:

I respectfully request the above referenced matter be placed on your November 16, 2026 agenda. Juniors Properties, LLC is the owner of two (2) vacant and contiguous lots located on a dead-end section of Westwood Avenue. The property owner is seeking to obtain building permits from the City for purposes of constructing one single family residence on each lot.

The engineering firm of Kratzert, Jones and Associates, Inc. acting on behalf of Juniors Properties, LLC, is requesting authorization to extend an existing public sewer main from the intersection of Westwood Avenue and Deavonwood Drive to the subject properties; a distance of approximately 197 feet.

Engineered plans have been submitted to the City Engineering Department and Jacobs Inc. (acting as the City's Water Pollution Control Authority). Both agencies have approved the design.

Pursuant to Section 8-24 of the Connecticut General Statutes, the City Plan Commission (CPC) recommended approval of the extension at their July 8, 2026 meeting. The Board of Public Works (BPW) similarly approved the extension proposal at their meeting on September 22, 2026.

Enclosed materials to assist in your review include the following:

- Correspondence dated June 4, 2026 and date-received July 2, 2026, addressed to Assistant City Engineer Vincent Caterino, P.E., L.S. and Jacobs Business Manager Denis Cuevas, P.E. from James Sakonchick, PE, LS, President of Kratzert and Jones, Inc., requesting design approval.

- Proposed Improvement Location Map.
- Project plans for Westwood Avenue (M/B/L 0230-0083-0024 and M/B/L 0230-0083-0025), Waterbury, CT, prepared by Kratzert and Jones, Inc., consisting of five maps prepared for Juniors Properties, LLC, dated May 30, 2025, last revised August 26, 2026 and drawn at a scale of 1" = 20".
- Documentation of Connecticut General Statutes 8-24 recommendation from the City Plan Commission, dated July 9, 2026.
- Questions and commentary, dated July 28, 2026 from Assistant City Engineer Vincent Caterino, P.E., L.S. to Kratzert, Jones and Associates, Inc. requesting certain information and design changes.
- Response from Severino Bovino of Kratzert, Jones and Associates, Inc., dated July 28, 2026; including response letter and plan revisions.
- Letter dated August 28, 2026 from Assistant City Engineer Vincent Caterino, P.E., L.S. confirming acceptability of the design plans.
- Email acknowledgement from Business Manager Denis Cuevas, PE, dated August 8, 2026 from Denis Cuevas, P.E., Business Manager, Jacobs, Inc. confirming acceptability of the design plans.
- Correspondence from the Board of Public Works, dated September 28, 2026 memorializing approval of the proposed extension.

Note, following satisfactory completion, the applicant will be required to obtain formal acceptance from the Board of Aldermen with prior recommendations/acceptance from the City Plan Commission and the Board of Public Works.

Thank you,

Robert J. Nerney
City Planner

Enclosures

Cc via email: Elio Campiolo, Juniors Properties, LLC
James Sakonchick, PE, LS, President of Kratzert and Jones, Inc.
Atty. Angela Juliani, Corporation Counsel
Michael LeBlanc, Director, Finance Department
Denis Cuevas, P.E., Business Manager, Jacobs, Inc.
Vincent Caterino, P.E., L.S, Assistant City Engineer
City Clerk

KJA
KRATZERT, JONES S. ASSOCIATES, INC.
LAND SURVEYING • CIVIL ENGINEERING • BUILDING DESIGN
(860) 621-3638
KRATZERTJONES.COM

Received by
JUL 02 2026
City Plan Dept.

June 4th, 2026

City of Waterbury
Bureau of Engineering
Vincent Caterino, P.E., L.S., Assistant City Engineer

Jacob WPC
Denis Cuevas, P.E., Business Manager

Re: Tax 24&25 Westwood Ave - Two lots - Residential Development

Dear Vin and Denis,

The proposed project involves the development of a two house Residential Development. The design consists of two distinct residential structures.

To date, the property has successfully completed steps in the municipal approval process.

To appropriately serve the new development, it is necessary to extend the municipal sanitary sewer system by one hundred ninety seven (197) feet. Approval of this sewer extension is critical for the project to proceed in accordance with the previously granted land use approvals, as well as with all relevant municipal and state requirements.

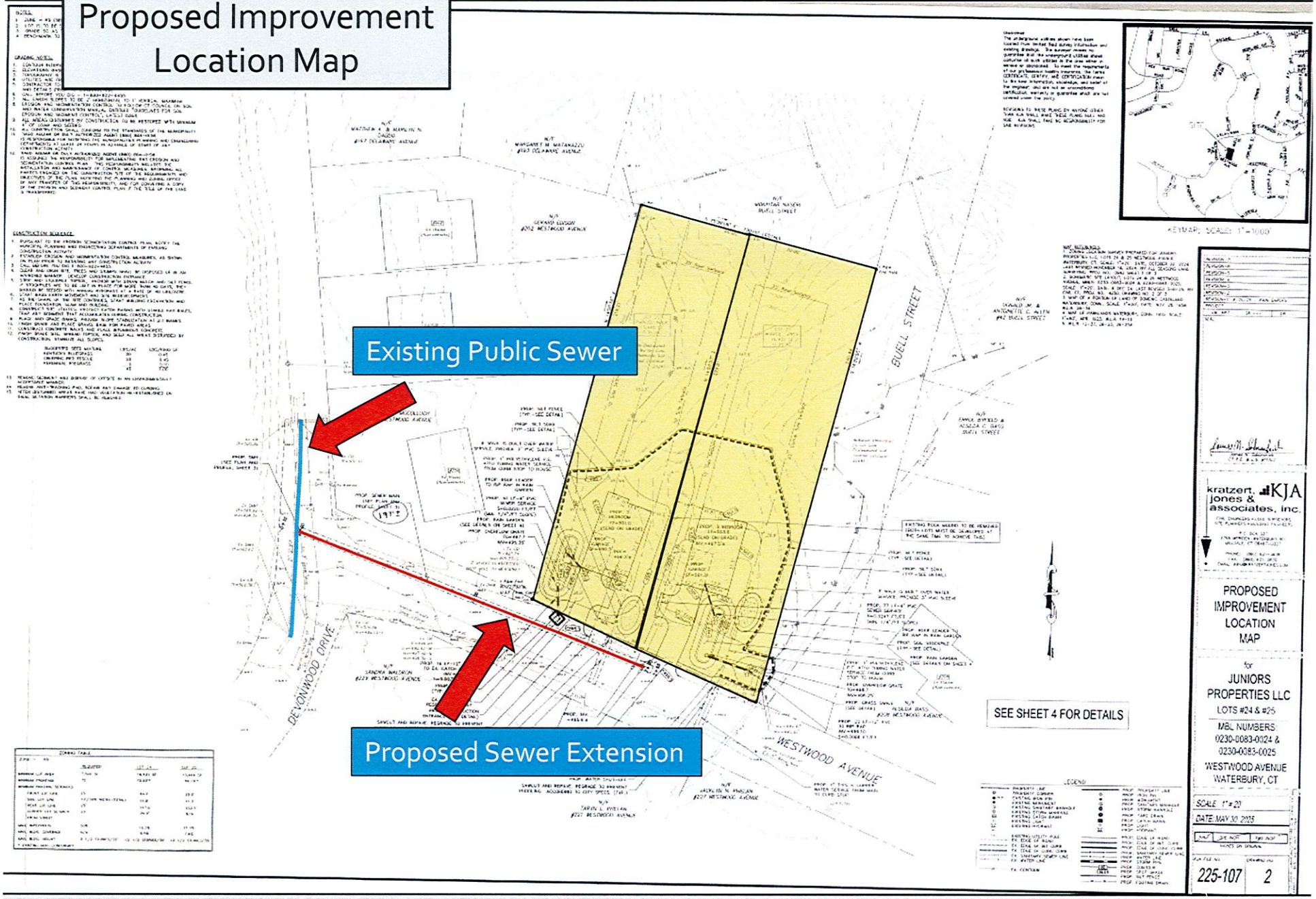
Information regarding sanitary sewer detail;s as requested is attached for your review. We respectfully request approval of the submitted plans so that the process under Connecticut General Statutes 8-24 may continue.

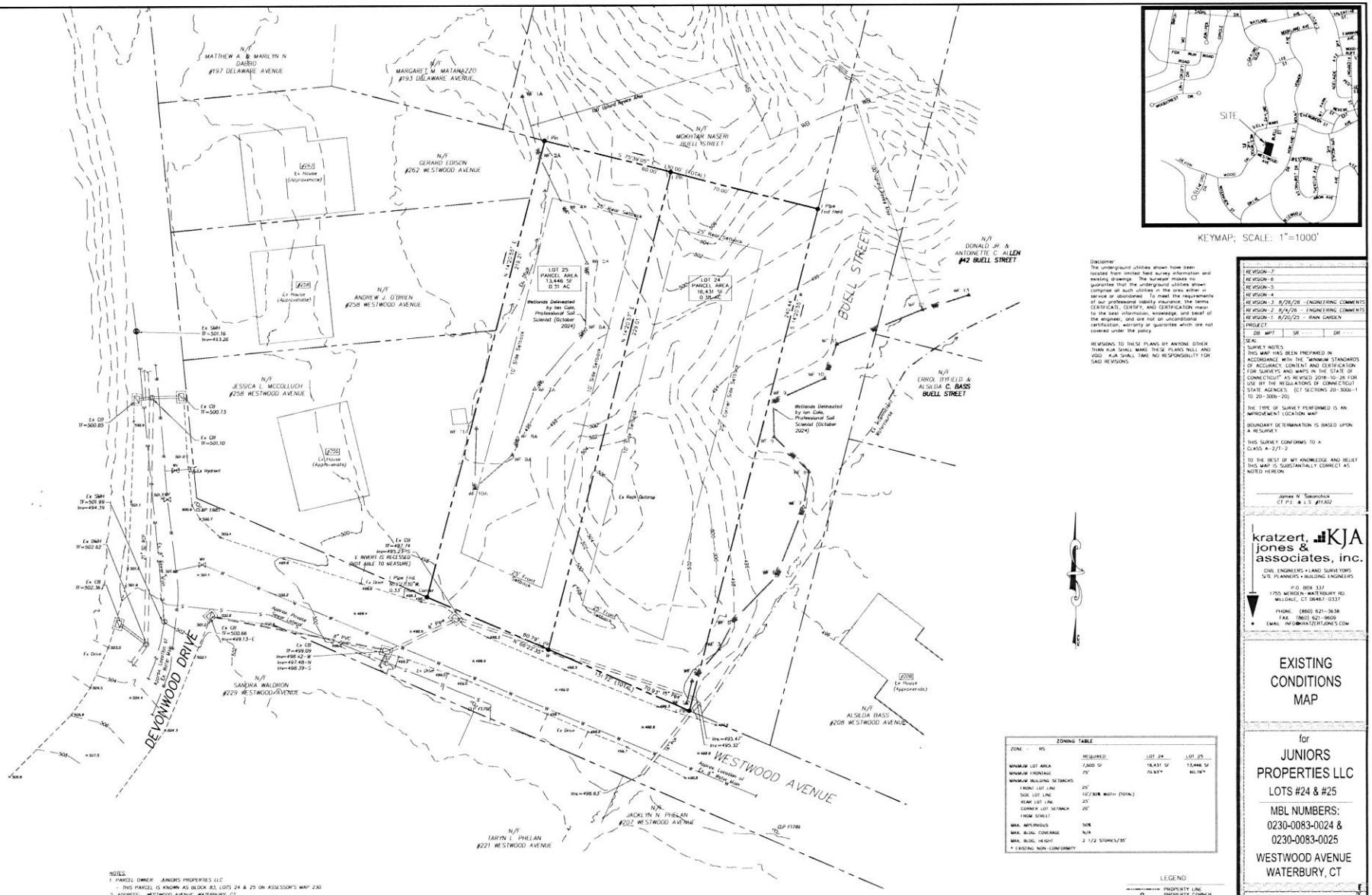
Thank you for your consideration of this request. We look forward to your approval, which will enable the project's continued progress.

Respectfully submitted,

James Sakonchick, P.E., L.S.
President

Proposed Improvement Location Map





Disclaimer:
The underground utilities shown have been located from limited field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. To meet the requirements of our professional liability insurance, the terms CERTIFICATE, CERTIFY, AND CERTIFICATION mean to the best information, knowledge, and belief of the engineer, and are not an unconditional certification, warranty or guarantee which are not covered under the policy.

REVISIONS TO THESE PLANS BY ANYONE OTHER THAN KJA SHALL MAKE THESE PLANS NULL AND VOID. KJA SHALL TAKE NO RESPONSIBILITY FOR SAID REVISIONS.

REVISIONS
REVISION - 7
REVISION - 6
REVISION - 5
REVISION - 4
REVISION - 3 8/26/25 - ENGINEERING COMMENTS
REVISION - 2 8/4/25 - ENGINEERING COMMENTS
REVISION - 1 8/20/25 - RAIN GARDEN

PROJECT

DR: MPT	SR: ----	DR: ----

SCALE:

SURVEY NOTES:
THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE "MINIMUM STANDARDS OF ACCURACY, CONTENT AND CERTIFICATION FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS REVISED 2018-10-26 FOR USE BY THE REGULATIONS OF CONNECTICUT STATE AGENCIES. (CT SECTIONS 20-300b-1 TO 20-300b-20)

THE TYPE OF SURVEY PERFORMED IS AN IMPROVEMENT LOCATION MAP.

BOUNDARY DETERMINATION IS BASED UPON A RESURVEY.

THIS SURVEY CONFORMS TO A CLASS A-2/T-2

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

James N. Sakonchick
CT P.E. & L.S. #13,302

kratzert, KJA jones & associates, inc.
CIVIL ENGINEERS • LAND SURVEYORS
SITE PLANNERS • BUILDING ENGINEERS
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MILLDALE, CT 06467-0337
PHONE: (860) 621-3638
FAX: (860) 621-9609
EMAIL: INFO@KRATZERTJONES.COM

EXISTING CONDITIONS MAP

for
JUNIORS PROPERTIES LLC
LOTS #24 & #25

MBL NUMBERS:
0230-0083-0024 &
0230-0083-0025

WESTWOOD AVENUE
WATERBURY, CT

SCALE: 1" = 20'
DATE: MAY 30, 2025

HALF	ONE INCH	TWO INCH

INCHES ON ORIGINAL

KJA FILE NO.: 225-107
DRAWING NO.: 1

ZONING TABLE			
ZONE - RS			
	REQUIRED	LOT 24	LOT 25
MINIMUM LOT AREA	7,500 SF	18,431 SF	13,446 SF
MINIMUM FRONTAGE	75'	70.93'*	80.79'*
MINIMUM BUILDING SETBACKS			
FRONT LOT LINE	25'		
SIDE LOT LINE	10'/30% width (TOTAL)		
REAR LOT LINE	25'		
CORNER LOT SETBACK FROM STREET	20'		
MAX. IMPERVIOUS	50%		
MAX. BLDG. COVERAGE	N/A		
MAX. BLDG. HEIGHT	2 1/2 STORIES/35'		

* EXISTING NON-CONFORMITY

LEGEND

- PROPERTY LINE
- PROPERTY CORNER
- EXISTING IRON PIN
- EXISTING MONUMENT
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING LIGHT
- EXISTING HYDRANT
- EXISTING UTILITY POLE
- EX. EDGE OF ROAD
- EX. EDGE OF BIT CURB
- EX. EDGE OF CONC CURB
- EX. SANITARY SEWER LINE
- EX. WATER LINE
- EX. CONTOUR

MAP REFERENCES:
1. ZONING LOCATION SURVEY PREPARED FOR JUNIORS PROPERTIES LLC, LOTS 24 & 25 WESTWOOD AVENUE, WATERBURY, CT. SCALE: 1"=20', DATE: OCTOBER 22, 2024 LAST REVISED NOVEMBER 18, 2024, BY ALL SEASONS LAND SURVEYING, PROJ. NO.: 0942 SHEET 1 OF 3.
2. SCHEMATIC SITE LAYOUT, LOTS 24 & 25 WESTWOOD AVENUE, MBLS 0230-0083-0024 & 0230-0083-0025, SCALE: 1"=20', DATE: 8 DEC 24, LAST REVISED 3-6-25, BY CIVIL CI, PROJ. NO.: 4250, DRAWING NO. 2 OF 3.
3. MAP OF A PORTION OF LAND OF DOMENIC CASTILLANO WATERBURY, CONN., SCALE: 1"=20', DATE: NOV. 28, 1958, W.L.R. 29-34.
4. MAP OF PARKLANDS WATERBURY, CONN. 1910, SCALE: 1"=60', APR. 1923, W.L.R. 14-10.
5. W.L.R. 12-37, 26-23, 26-25A.

NOTES:
1. PARCEL OWNER: JUNIORS PROPERTIES LLC
   - THIS PARCEL IS KNOWN AS BLOCK 83, LOTS 24 & 25 ON ASSESSOR'S MAP 230.
2. ADDRESS: WESTWOOD AVENUE, WATERBURY, CT
3. AREAS: SEE MAP
4. ZONE: RS (SEE ZONING TABLE)
5. BEARINGS ON THIS MAP ARE BASED ON THE CONNECTICUT STATE PLAN COORDINATE SYSTEM N.A.D. 1983 (PER MAP REFERENCE #1)
6. ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NGVD88)
   - CONTOUR INTERVAL IS 2' FOOT.
7. THIS PROPERTY IS SERVED BY PUBLIC WATER & PUBLIC SEWER.
8. UNDERGROUND UTILITY, STRUCTURE, AND FACILITY LOCATIONS DEPICTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING AND OTHER DATA SUPPLIED BY RESPECTIVE UTILITY COMPANIES, GOVERNMENTAL AGENCIES, AND/OR OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON SITE. THE EXISTENCE, SIZE, AND LOCATION OF ALL SUCH FEATURES MUST BE DETERMINED AND VERIFIED IN THE FIELD BY THE APPROPRIATE AUTHORITIES PRIOR TO BEGINNING CONSTRUCTION. CALL "CALL BEFORE YOU DIG" AT 811 OR 1-800-922-4455.

NOTES:

1. ZONE – RS (SEE ZONING TABLE)
2. LOT IS TO BE SERVED BY PUBLIC SEWER & PUBLIC WATER.
3. GRADE SO AS TO DIRECT WATER AWAY FROM HOMES.
4. BENCHMARK TO BE SET AT TIME OF STAKEOUT.
5. A PRESSURE TEST TO BE PERFORMED ON THE SEWER MAIN AND VACUUM TESTS PERFORMED ON THE MANHOLES PER CITY OF WATERBURY STANDARDS.

GRADING NOTES:

1. CONTOUR INTERVAL = 2'
2. ELEVATIONS BASED ON NAVD88
3. TOPOGRAPHY IS DIGITIZED FROM MAP REFERENCE #1.
4. UTILITIES ARE FROM BEST AVAILABLE INFORMATION.
5. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, QUANTITIES AND DETAILS PRIOR TO CONSTRUCTION.
6. CALL BEFORE YOU DIG – 1-800-922-4455.
7. ALL EARTH SLOPES TO BE 2' HORIZONTAL TO 1' VERTICAL MAXIMUM.
8. EROSION AND SEDIMENTATION CONTROL TO FOLLOW CT COUNCIL ON SOIL AND WATER CONSERVATION MANUAL ENTITLED "GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL", LATEST ISSUE.
9. ALL AREAS DISTURBED BY CONSTRUCTION TO BE RESTORED WITH MINIMUM 4" OF LOAM AND SEEDED.
10. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS OF THE MUNICIPALITY.
11. TIAGO AGUIAR OR DULY AUTHORIZED AGENT (860) 804-0156 IS RESPONSIBLE FOR NOTIFYING THE MUNICIPALITIES PLANNING AND ENGINEERING DEPARTMENTS AT LEAST 24 HOURS IN ADVANCE OF START OF ANY CONSTRUCTION ACTIVITY.
12. TIAGO AGUIAR OR DULY AUTHORIZED AGENT (860) 804-0156 IS ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENTATION CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, NOTIFYING THE PLANNING AND ZONING OFFICE OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR GIVING A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN IF THE TITLE OF THE LAND IS TRANSFERRED.

CONSTRUCTION SEQUENCE:

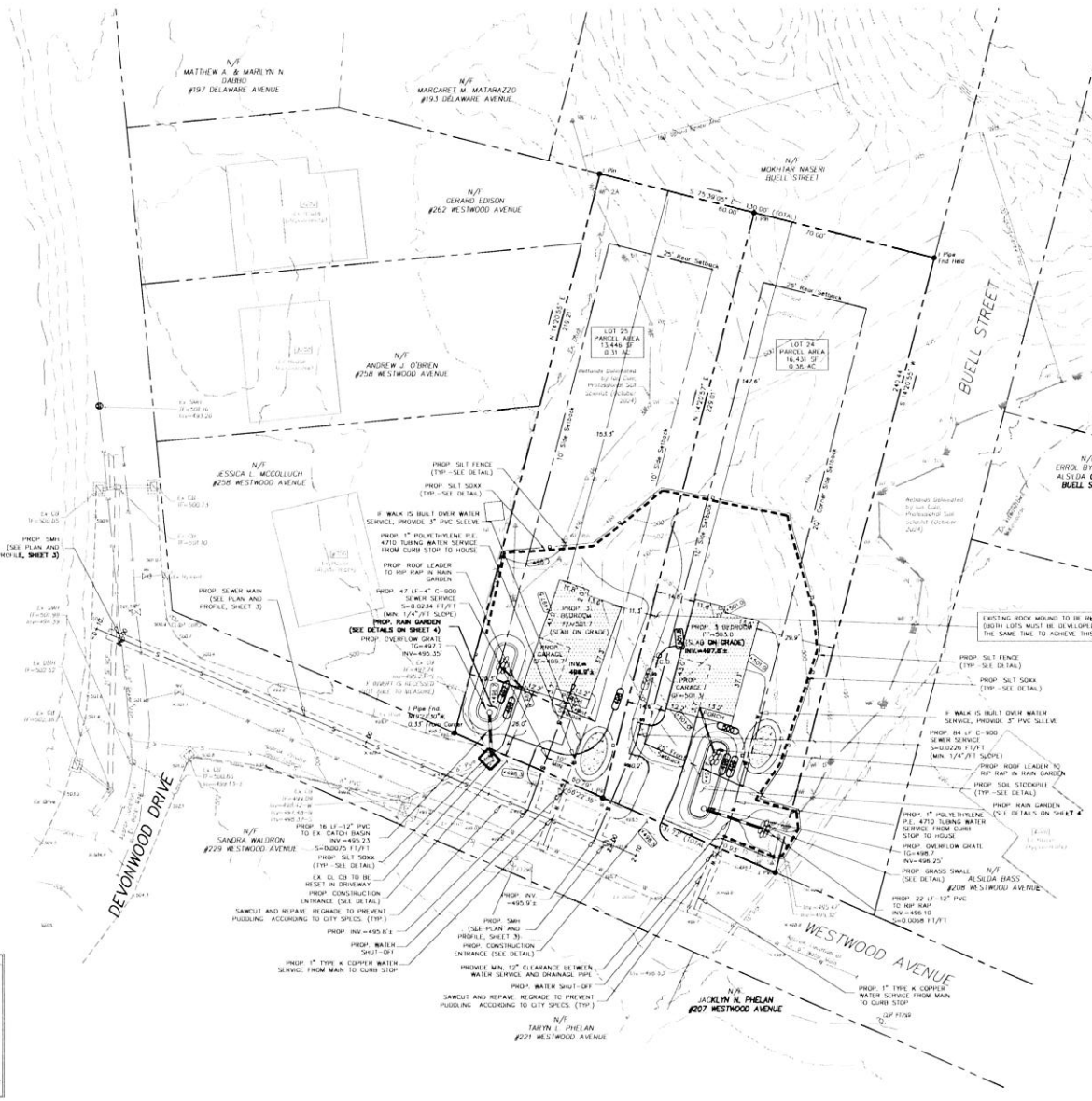
1. PURSUANT TO THE EROSION SEDIMENTATION CONTROL PLAN, NOTIFY THE MUNICIPAL PLANNING AND ENGINEERING DEPARTMENTS OF ENSUING CONSTRUCTION ACTIVITY.
2. ESTABLISH EROSION AND SEDIMENTATION CONTROL MEASURES, AS SHOWN ON PLAN PRIOR TO INITIATING ANY CONSTRUCTION ACTIVITY.
3. CALL BEFORE YOU DIG 1-800-922-4455.
4. CLEAR AND GRUB SITE. TREES AND STUMPS SHALL BE DISPOSED OF IN AN APPROVED MANNER. DEVELOP CONSTRUCTION ENTRANCE.
5. STRIP AND STOCKPILE TOPSOIL, ANCHOR WITH STRAW MULCH AND SILT FENCE. IF STOCKPILES ARE TO BE LEFT IN PLACE FOR MORE THAN 45 DAYS, THEY SHOULD BE SEEDED WITH ANNUAL RYEGRASS AT A RATE OF 40 LBS/ACRE.
6. START MASS EARTH MOVEMENT AND SITE REDEVELOPMENT.
7. AS THE SHAPE OF THE SITE CONTINUES, START BUILDING EXCAVATION AND PLACE FOUNDATION, SLAB AND BUILDING.
8. CONSTRUCT SITE UTILITIES. PROTECT CATCH BASINS WITH STAKED HAY BALES, TRAP ANY SEDIMENT THAT ACCUMULATES DURING CONSTRUCTION.
9. PLACE AND GRADE BANKS. PROVIDE SLOPE STABILIZATION AT 2:1 BANKS.
10. FINISH GRADE AND PLACE GRAVEL BASE FOR PAVED AREAS.
11. CONSTRUCT CONCRETE WALKS AND PLACE BITUMINOUS CONCRETE.
12. FINISH GRADE SITE, SPREAD TOPSOIL AND SEED ALL AREAS DISTURBED BY CONSTRUCTION, STABILIZE ALL SLOPES.

SUGGESTED SEED MIXTURE	LBS/AC	LBS/1000 SF
KENTUCKY BLUEGRASS	20	0.45
CREEPING RED FESCUE	20	0.45
PERENNIAL RYEGRASS	5	0.10
	45	1.00

13. REMOVE SEDIMENT AND DISPOSE OF OFFSITE IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.
14. REMOVE ANTI-TRACKING PAD, REPAIR ANY DAMAGE TO CURBING.
15. AFTER DISTURBED AREAS HAVE HAD VEGETATION RE-ESTABLISHED ON THEM, SILTATION BARRIERS SHALL BE REMOVED.

ZONING TABLE			
ZONE – RS	REQUIRED	LOT 24	LOT 25
MINIMUM LOT AREA	7,500 SF	14,431 SF	13,446 SF
MINIMUM FRONTAGE	75'	70.97'*	80.78'*
MINIMUM BUILDING SETBACKS			
FRONT LOT LINE	25'	40.2'	28.0'
SIDE LOT LINE	10'/30ft WIDTH (TOTAL)	14.8'	11.3'
REAR LOT LINE	25'	147.6'	153.3'
CORNER LOT SETBACK FROM STREET	20'	29.8'	N/A
MAX. IMPERVIOUS	50%	10.3%	11.1%
MAX. BLDG. COVERAGE	N/A	6.5%	7.9%
MAX. BLDG. HEIGHT	2 1/2 STORIES/35'	<2 1/2 STORIES/35'	<2 1/2 STORIES/35'

* EXISTING NON-CONFORMITY

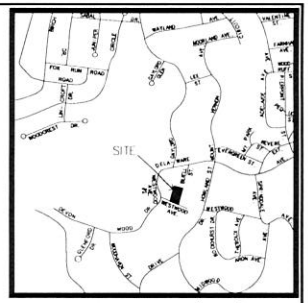


LEGEND

PROPERTY LINE	PROP. PROPERTY LINE
PROPERTY CORNER	PROP. IRON PIN
EXISTING IRON PIN	PROP. MONUMENT
EXISTING MONUMENT	PROP. SANITARY MANHOLE
EXISTING SANITARY MANHOLE	PROP. STORM MANHOLE
EXISTING STORM MANHOLE	PROP. YARD DRAIN
EXISTING CATCH BASIN	PROP. CATCH BASIN
EXISTING LIGHT	PROP. LIGHT
EXISTING HYDRANT	PROP. HYDRANT
EXISTING UTILITY POLE	PROP. EDGE OF ROAD
EX. EDGE OF ROAD	PROP. EDGE OF BIT. CURB
EX. EDGE OF BIT CURB	PROP. EDGE OF CONC CURB
EX. EDGE OF CONC CURB	PROP. SANITARY SEWER LINE
EX. SANITARY SEWER LINE	PROP. WATER LINE
EX. WATER LINE	PROP. STORM PIPE
EX. CONTOUR	PROP. CONTOUR
	PROP. SPOT GRADE
	PROP. SILT FENCE
	PROP. FOOTING DRAIN

Disclaimer:
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KEYMAP; SCALE: 1"=1000'

MAP REFERENCES:
1. ZONING LOCATION SURVEY PREPARED FOR JUNIORS PROPERTIES LLC, LOTS 24 & 25 WESTWOOD AVENUE WATERBURY, CT. SCALE: 1"=20', DATE: OCTOBER 22, 2024 LAST REVISED NOVEMBER 18, 2024, BY ALL SEASONS LAND SURVEYING, PROJ. NO. 0942 SHEET 1 OF 3
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3. MAP OF A PORTION OF LAND OF DOMENIC CASTELAND WATERBURY, CONN.; SCALE: 1"=20'; DATE: NOV. 28, 1958; M.L.R. 26-34
4. MAP OF PARKLANDS WATERBURY, CONN. 1910; SCALE: 1"=600'; APR. 1923; M.L.R. 14-10
5. M.L.R. 12-37, 28-23, 28-25A

REVISIONS
REVISION-7
REVISION-6
REVISION-5
REVISION-4
REVISION-3 8/26/25 -ENGINEERING COMMENTS
REVISION-2 8/4/25 - ENGINEERING COMMENTS
REVISION-1 8/20/25 - RAIN GARDEN

PROJECT			
DR MPT	SR -	DR -	

SEAL

James N. Sokonchick
CT P.E. # L.S. #17302

kratzert, KJA jones & associates, inc.
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FAX (860) 621-9629
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PROPOSED IMPROVEMENT LOCATION MAP

for

JUNIORS PROPERTIES LLC

LOTS #24 & #25

MBL NUMBERS:
0230-0083-0024 &
0230-0083-0025

WESTWOOD AVENUE
WATERBURY, CT

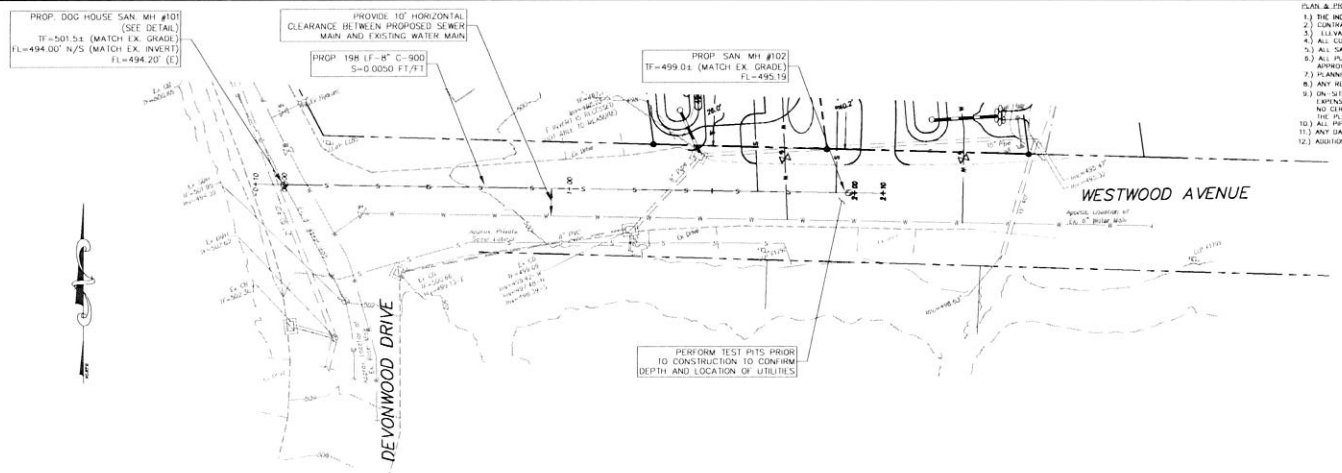
SCALE: 1" = 20'

DATE: MAY 30, 2025

HALF | ONE INCH | TWO INCH
INCHES ON ORIGINAL

KJA FILE NO.: 225-107

DRAWING NO.: 2

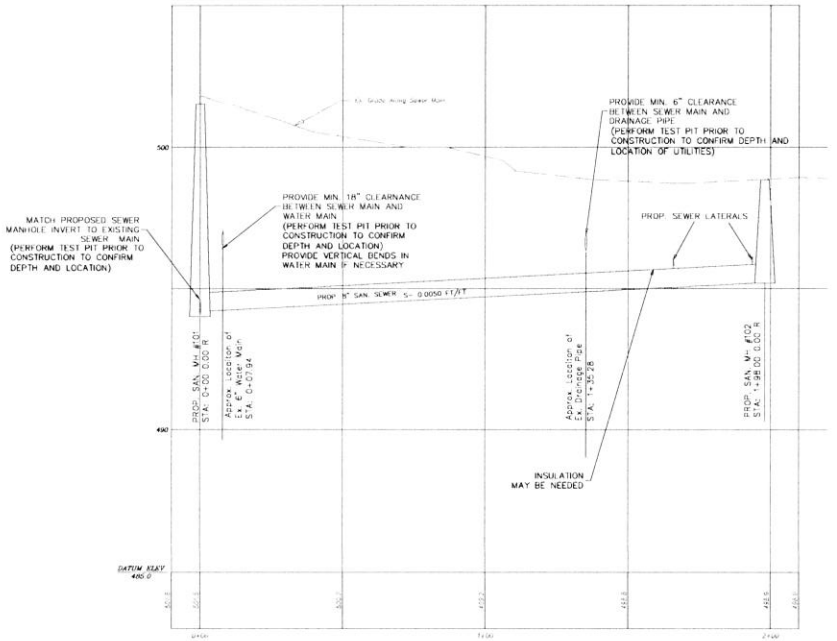


PLAN & PROFILE NOTES:

1.) THE INDICATED EXISTING UTILITIES ARE BASED ON LIMITED INFORMATION. THE LOCATIONS ARE APPROXIMATE AND NOT GUARANTEED.
2.) CONTRACTOR REQUIRED TO FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, QUANTITIES AND DETAILS PRIOR TO ANY CONSTRUCTION.
3.) ELEVATIONS BASED ON: NGVD88.
4.) ALL CONSTRUCTION TO CONFORM TO C.O.G.S. FORM 818 AS AMENDED TO DATE.
5.) ALL SANITARY SEWER PIPE TO CONFORM TO LOCAL BUILDING AND/OR ENGINEERING SPECIFICATIONS.
6.) ALL PUBLIC WORK IN CONNECTION WITH THIS PLAN SHALL BE COMPLETED WITHIN FIVE YEARS OF THE DATE OF APPROVAL, OR THE APPROVAL IS NO LONGER VALID.
7.) PLANNING AND ENGINEERING DEPARTMENTS TO BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY.
8.) ANY REGULATED ACTIVITY IN A DESIGNATED INLAND WETLAND AREA NOT A PART OF THIS PLAN SHALL REQUIRE A NEW PERMIT.
9.) ON-SITE SAFETY AND REGULATORY SIGNAGE (AS DEEMED NECESSARY BY THE POLICE DEPARTMENT) SHALL BE INSTALLED AT THE EXPENSE OF THE DEVELOPER. THE DEVELOPER SHALL MEET WITH THE POLICE DEPARTMENT TO REVIEW SIGNAGE NEEDS.
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL ALL SITE WORK IS COMPLETED, OR WHEN SPECIFICALLY APPROVED BY THE PLANNING AND ZONING COMMISSION. A TEMPORARY C.O. MAY BE ISSUED UPON THE POSTING OF A BOND.
10.) ALL PIPE SLOPES ARE GIVEN/LISTED IN FT./FT. UNITS.
11.) ANY DAMAGE TO CURBS OR WALKS TO BE REPAIRED TO TOWN SPECIFICATIONS.
12.) ADDITIONAL BENCHMARKS TO BE SET AT TIME OF STAKEOUT.

WATER SERVICE NOTES:

1. PROVIDE 1" TAP AT THE PROPOSED WATER MAIN FOR EACH LOT.
2. PROVIDE 1" TYPE K COPPER WATER SERVICE FROM MAIN TO CURB STOP FOR EACH LOT.
3. PROVIDE CURB STOP 5 FEET INSIDE CURB LINE FOR EACH LOT.
4. AT TIME OF BUILDING CONSTRUCTION, PROVIDE TYPE K COPPER WATER SERVICE FROM CURB STOP TO BUILDING FOR EACH LOT.
5. IF WALK, DRIVEWAY OR PORCH IS BUILT OVER WATER SERVICE, PROVIDE 3" PVC SLEEVE.
6. PROVIDE 18" MIN. SEPARATION BETWEEN WATER SERVICES AND SEWER MAIN.
7. PROVIDE 18" MIN. SEPARATION BETWEEN WATER AND SEWER SERVICE AND DRAINAGE PIPE.



MAP REFERENCES

1. REVISED OVERALL SUBDIVISION MAP, PROPERTY OF VINCENT E. & PHILOMENA M. SEPKO, SOUTHINGTON, CONN., SCALE: 1"=200', DATE: AUGUST 20, 1982, BY HARRY E. COLE & SON, RECEIVED AND FILED WITH THE TOWN OF SOUTHINGTON MAP 108 DRAWER 14.
2. PROPERTY OF VINCENT SEPKO, WEST STREET & W. QUEEN STREET SOUTHINGTON, CONN., SCALE: 1"=100', DATE: OCT. 1966, BY ROGER MULLINS, RECEIVED AND FILED WITH THE TOWN OF SOUTHINGTON MAP 194 DRAWER 8.
3. EXISTING CONDITIONS MAP FOR SEPKO FARM LLC", #801 WEST STREET SOUTHINGTON, CT, SCALE: 1"=100', DATE: MAY 8, 2008, KJA FILE NO. 208-026; DRAWING NO.: 1 - 1 DRAWING NO.: 1, MAP PREPARED BY: KRATZERT JONES & ASSOCIATES.

REVISIONS TO THESE PLANS BY ANYONE OTHER THAN KJA SHALL MAKE THESE PLANS NULL AND VOID. KJA SHALL TAKE NO RESPONSIBILITY FOR SAID REVISIONS.

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LEGEND

- PROPERTY LINE
- IP TO BE SET
- EXISTING IRON PIN
- PROPOSED MONUMENT
- EXISTING MONUMENT
- EXIST. EDGE OF ROAD
- PROP. EDGE OF ROAD
- EXISTING EDGE OF CURB
- PROPOSED EDGE OF CURB
- PROPOSED DRIVEWAY
- GAS SERVICE
- SEWER SERVICE
- WATER SERVICE
- ELECTRIC SERVICE
- EXISTING GAS VALVE
- MONITORING WELL
- EX. STORM DRAINAGE
- PROP. STORM DRAINAGE
- EX. CONTOURS
- PROP. CONTOURS
- SILT FENCE
- EX. CATCH BASIN
- PROP. CATCH BASIN
- STORM DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- UTILITY POLE
- WATER GATE
- HYDRANT
- LIGHT POLE
- DUMPSTER

REVISION:
REVISION:
REVISION: 8/28/26 - ENGINEERING COMMENTS
REVISION: 8/4/26 - ENGINEERING COMMENTS

PROJECT: 225107

DR	SR	DR
MPT	SZ	---

James N. Sokonchick
CT P.E. & L.S. #11302

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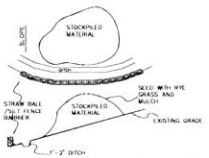
PLAN & PROFILE

for
JUNIORS PROPERTIES LLC
LOTS #24 & #25
MBL NUMBERS:
0230-0083-0024 &
0230-0083-0025
WESTWOOD AVENUE
WATERBURY, CT

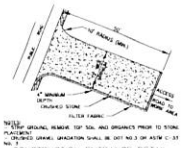
SCALE: 1" = 20'(H)/2'(V)
DATE: MAY 30, 2025

HALF | ONE INCH | TWO INCH
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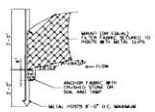
KJA FILE NO.	DRAWING NO.
225-107	3



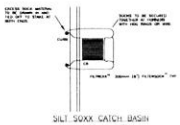
EROSION CONTROL FOR STOCKPILED MATERIAL
N.T.S.



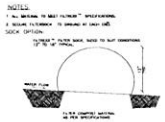
CONSTRUCTION ENTRANCE DETAIL
N.T.S.



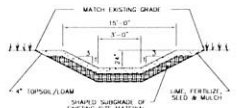
SILT FENCE DETAIL
N.T.S.



SILT SOXX CATCH BASIN APPLICATION DETAIL



SILT SOXX DETAIL



GRASSED SWALE DETAIL
N.T.S.

NOTES:

1. ALL MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE STATE OF CONNECTICUT STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION.
2. ALL TRENCHES WITHIN THE CITY RIGHT OF WAY AT A MINIMUM SHALL BE FILLED AND PATCHED WITH 2" (MIN) OF TEMPORARY PAVEMENT AT THE END OF EACH DAY UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
3. PAVEMENT RESTORATION SHALL BE COMPLETED AT THE END OF EVERY DAY OF WORK ON ARTERIAL AND COLLECTOR ROADS UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER AT THE TIME THE PERMIT IS ISSUED.
4. PAVEMENT RESTORATION SHALL BE COMPLETED WITHIN TWENTY-FOUR HOURS OF THE PREVIOUS DAYS EXCAVATION ON LOCAL ROADS.
5. ALL TEMPORARY PATCHES SHALL BE REPLACED WITH PERMANENT PAVEMENT RESTORATION WITHIN 90 DAYS OF THE PLACEMENT OF THE TEMPORARY PATCH UNLESS APPROVED BY THE CITY ENGINEER.
6. THE PERMITEE SHALL REPAIR ALL DEFICIENT PAVEMENT RESTORATIONS WITHIN 48 HOURS OF RECEIVING VERBAL NOTICE FROM THE CITY ENGINEER.
7. FAILURE OF THE PERMITEE TO RESPOND WITHIN 48 HOURS TO THE DEPARTMENT OF ENGINEERING ORDERS WILL, AT THE DISCRETION OF THE CITY ENGINEER, RESULT IN THE CALLING OF THE PERMITEE'S BOND.
8. WHERE EXISTING PAVEMENT IS THICKER THEN DETAIL SHOWN THE CONTRACTOR TO MATCH THE PAVEMENT THICKNESS.

ACKNOWLEDGMENT OF RECEIPT

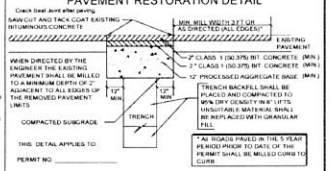
CONTRACTOR'S PRINTED NAME

CONTRACTOR'S SIGNATURE

DATE:

CITY OF WATERBURY
ENGINEERING
185 SOUTH MAIN ST.
203-574-6851

LOCAL ROADS
PAVEMENT RESTORATION DETAIL



WHEN DIRECTED BY THE ENGINEER THE EXISTING PAVEMENT SHALL BE MILLED TO A MINIMUM DEPTH OF 2" ADJACENT TO ALL EDGES OF THE REMOVED PAVEMENT LIMITS

TRENCH BACKFILL SHALL BE PLACED AND COMPACTED TO 95% DRY DENSITY IN 6" LIFTS. UNSUITABLE MATERIAL SHALL BE REPLACED WITH GRANULAR FILL

* ALL ROADS PAVED IN THE 5 YEAR PERIOD PRIOR TO DATE OF THE PERMIT SHALL BE MILLED CURB TO CURB

THIS DETAIL APPLIES TO

PERMIT NO.

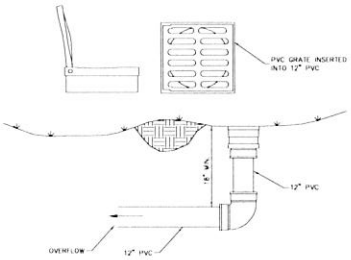
ADDITIONAL RESTORATION REQUIREMENTS

PAVEMENT RESTORATION STD NO. 4.06-1

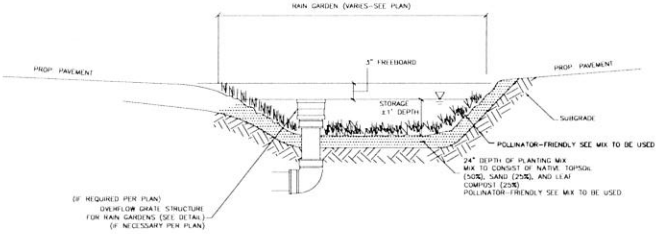
RAIN GARDEN DESIGN TABLE
RAIN GARDEN SIZE = 1.5/12 IMPERVIOUS AREA FOR A 1' DEEP RAIN GARDEN (FOR 1.3" OF RUNOFF)
LOT #24 PROP. IMPERVIOUS AREA (ROOF AND DRIVEWAY) = 1,767 S.F. REQUIRED RAIN GARDEN SIZE: 1,767 S.F.x (1.5/12) = 191 S.F. PROPOSED RAIN GARDEN SIZE = 200 S.F.
LOT #25 PROP. IMPERVIOUS AREA (ROOF AND DRIVEWAY) = 1,575 S.F. REQUIRED RAIN GARDEN SIZE: 1,575 S.F.x (1.5/12) = 171 S.F. PROPOSED RAIN GARDEN SIZE = 200 S.F.
SOURCE: RAIN GARDENS IN CONNECTICUT: A DESIGN GUIDE FOR HOMEOWNERS FROM THE UCONN COOPERATIVE EXTENSION SYSTEM

RAIN GARDEN SUGGESTED PLANTING LIST
1. SWAMP AZALEA 2. ORIGINAL FLOWER 3. NEW YORK ASTER 4. BLACK-EYED SUSAN 5. IRIS 6. JOE PYE WEED 7. LANCELEAF COREOPSIS 8. ROYAL FERN 9. ASTILBE 10. SWITCH GRASS
SOURCE: RAIN GARDENS IN CONNECTICUT: A DESIGN GUIDE FOR HOMEOWNERS FROM THE UCONN COOPERATIVE EXTENSION SYSTEM

RAIN GARDEN MAINTENANCE
Short Term: 1. Although native plants have low fertilizer and water needs once established, they will need care in the short term. After planting, the plants should get an inch of water per week. If it does not rain, provide supplemental irrigation for 1–2 months, or longer if drought conditions exist. 2. Inspect the area(s) where water enters and exits the garden for erosion. Make repairs as necessary, and add extra stones if needed to dissipate energy. 3. Remove any weeds or invasive species that may start to grow in the garden. Long Term: 1. Remove any dead branches from shrubs or trees, and dead vegetation from perennials and grasses. Depending on the look that you want from your garden, you can prune shrubs to keep them smaller, or let them grow larger. This will not impact the function of the garden. 2. Remove weeds/invasives as needed. 3. Add a thin layer of mulch annually, if desired. Alternatively, vegetated ground covers can be used. USE CAUTION WHEN ADDING MULCH. Do not add excessive amounts of mulch; this can fill up the storage area, or block the flow entrance to the garden. 4. Inspect for erosion at the entrance/exit points, and for sediment buildup in the top layer of the garden. If erosion occurred, remove the sediment and correct the problem.



OVERFLOW GRATE STRUCTURE FOR RAIN GARDENS
N.T.S.



RAIN GARDEN
N.T.S.

NOTE: RAIN GARDENS TO BE CONSTRUCTED AND PLANTED IN CONFORMANCE WITH "RAIN GARDENS IN CONNECTICUT: A DESIGN GUIDE FOR HOMEOWNERS" AS PREPARED BY THE UCONN COOPERATIVE EXTENSION SYSTEM.

REVISION:
REVISION:
REVISION 8/4/25 – ENGINEERING COMMENTS
REVISION 8/20/25 – RAIN GARDEN

PROJECT: 225107

DR	SR	DR
MPT	SZ	---

James N. Sokonchick
CT P.E. & L.S. #21,302

kratzert, jones & associates, inc.
CIVIL ENGINEERS • LAND SURVEYORS
SITE PLANNERS • BUILDING ENGINEERS
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PHONE: (860) 621-3838
FAX: (860) 621-9609
E-MAIL: INFO@KRATZERJONES.COM

DETAIL SHEET

for
JUNIORS PROPERTIES LLC
LOTS #24 & #25
MBL NUMBERS:
0230-0083-0024 &
0230-0083-0025
WESTWOOD AVENUE
WATERBURY, CT

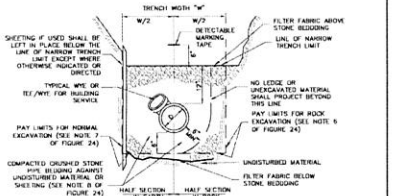
SCALE: 1" = 20'(H)/2'(V)
DATE: MAY 30, 2025

HALF	ONE INCH	TWO INCH

INCHES ON ORIGINAL

KJA FILE NO. 225-107
DRAWING NO. 4

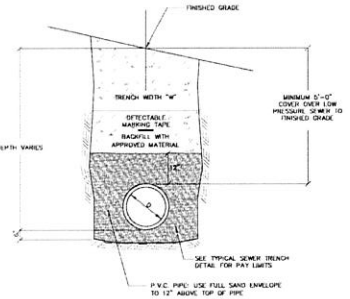
CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS



TYPICAL GRAVITY SEWER TRENCH

REVISED 05/2016 N.T.S. FIGURE 23

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS

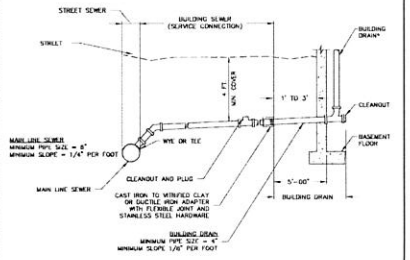


NOTES:
1. CRUSHED STONE FILL SHALL BE PLACED ONLY IF ORDERED BY THE WATERBURY WPC

LOW PRESSURE SEWER TRENCH

REVISED 05/2016 N.T.S. FIGURE 25

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS



NOTES:
1. BUILDING DRAIN MAY ALSO BE LOCATED BELOW THE BASEMENT FLOOR
2. BUILDING DRAIN AND BUILDING SEWER (SERVICE CONNECTION) MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER

TYPICAL SERVICE CONNECTION

REVISED 05/2016 N.T.S. FIGURE 56A

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS

1. DEPTH OF SEWER SHALL BE AS SHOWN ON DRAWINGS
2. SEWER TRENCHES MAY BE EXCAVATED WIDER THAN TRENCH WIDTH "W" ABOVE THE "LINE OF NARROW TRENCH LIMIT" AT THE CONTRACTORS EXPENSE.
3. BELOW THE "LINE OF NARROW TRENCH LIMIT" THE TRENCH SHALL NOT BE EXCAVATED BEYOND THE TRENCH WIDTH "W".
4. THE WATERBURY WPC MAY ORDER SHEETING IF EXCAVATION AND BACKFILL BELOW THE NORMAL DEPTH IS REQUIRED
5. IF USED, SHEETING SHALL BE LEFT IN PLACE BELOW A LINE 1'-0" ABOVE THE TOP OF THE SEWER PIPE, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE WATERBURY WPC.
6. REMOVE ALL ROCK WITHIN 3'-0" HORIZONTALLY OF THE ENDS OF SERVICE CONNECTIONS, BRANCHES, AND STUBS, AND DOWN TO A HORIZONTAL PLANE 8" BELOW THE BOTTOMS OF SUCH ITEMS.
7. THE FOLLOWING TRENCH WIDTH AND PAYMENT LIMIT SHALL APPLY:

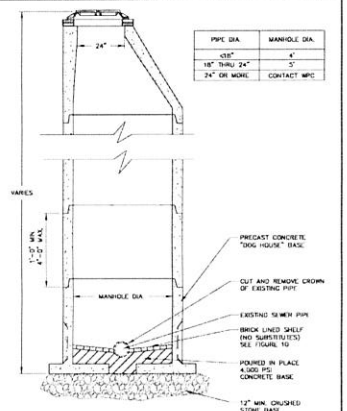
DIAMETER OF PIPE "D"	TRENCH WIDTH "W"	PAYMENT LIMIT
12" AND SMALLER	4'-0"	4'-0"
12" THRU 15"	7'-0"	7'-0"
18" THRU 24"	7'-6"	7'-6"
MORE THAN 24"	8'-0"	8'-0"

8. REPLACE PIPE BEDDING AND TRENCH BACKFILL WITH 2' LONG IMPERVIOUS DAM WHERE CALLED FOR ON THE DRAWINGS OR AS DIRECTED BY THE WATERBURY WPC. UNDER DRAIN SHALL BE INSTALLED WHERE CALLED FOR ON DRAWINGS OR AS DIRECTED BY THE WATERBURY WPC
9. WHERE CONCRETE ENCASEMENT IS CALLED FOR BY THE PLANS, OR WHEN DIRECTED BY THE WATERBURY WPC, REPLACE BEDDING AND BACKFILL BELOW THE "LINE OF NARROW TRENCH LIMIT" WITH CLASS "A" 3000 PSI CONCRETE.
10. DETECTABLE SEWER MARKING TAPE SHALL BE INSTALLED A MINIMUM OF 18" ABOVE THE SANITARY SEWER, FORCE MAIN, AND SERVICE CONNECTION PIPE.
11. SANITARY SEWER PIPE AND SERVICE CONNECTION PIPE SHALL HAVE FILTER FABRIC INSTALLED BELOW AND ABOVE CRUSHED STONE PIPE BEDDING.

SANITARY SEWER PIPE OR FORCE MAIN TRENCH NOTES

REVISED 05/2016 N.T.S. FIGURE 24

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS



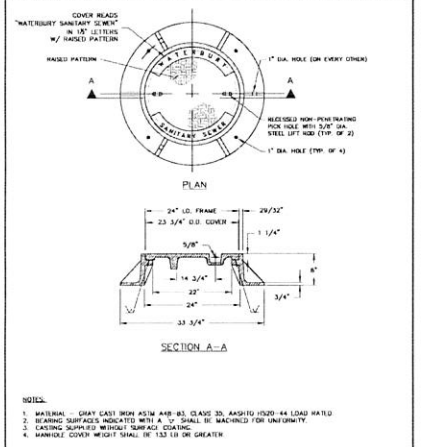
PIPE DIA	MANHOLE DIA
<18"	4'
18" THRU 24"	5'
24" OR MORE	CONTACT WPC

NOTES:
1. REFER TO PRECAST MANHOLE DETAIL (FIGURE 04) FOR ADDITIONAL REQUIREMENTS

DOG HOUSE MANHOLE

REVISED 05/2016 N.T.S. FIGURE 05

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS

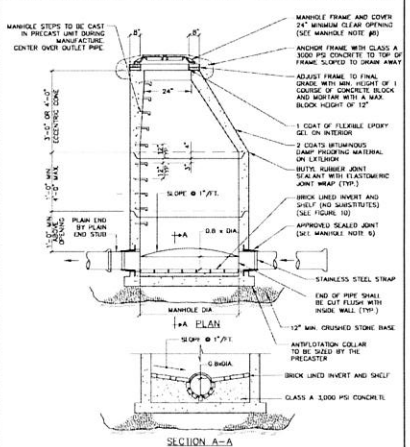


NOTES:
1. MATERIAL - GRAY CAST IRON ASTM A48-83, CLASS 35, AASHTO M320-44 LOAD RATED
2. BEARING SURFACES INDICATED WITH A "p" SHALL BE MACHINED FOR UNIFORMITY.
3. CASTING SUPPLIED WITHOUT SURFACE COATING.
4. MANHOLE COVER WEIGHT SHALL BE 133 LB OR GREATER

24"x 6" WATERBURY STANDARD FRAME AND COVER

REVISED 03/2018 N.T.S. FIGURE 18C

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS



REVISED 05/2016 N.T.S. FIGURE 04

CITY OF WATERBURY
WATER POLLUTION CONTROL
SANITARY SEWER DETAILS

NOTES:
1. ALL PIPES SHALL BE CUT FLUSH WITH INSIDE WALL OF STRUCTURE.
2. MANHOLES SHALL BE PLACED ON 12" MINIMUM CRUSHED STONE BASE
3. MORTAR IN LIFTING HOLES AFTER INSTALLING RUBBER PLUGS.
4. PRECAST MANHOLE SECTIONS SHALL RECEIVE A BITUMINOUS DAMP PROOFING PRIOR TO DELIVERY TO THE SITE.
5. PROVIDE WATERTIGHT PLUG FOR FLEXIBLE SLEEVE AS NOTED ON THE DRAWING OR AS DIRECTED BY THE WATERBURY WPC.
6. PIPE TO MANHOLE JOINTS SHALL BE SEALED WATERTIGHT BY USE OF: PRE MOLDED ELASTOMERIC SEALED JOINTS CAST INTO CONCRETE MANHOLE BASE AND SHALL CONFORM TO ASTM C 443 AND ASTM C 923M.
7. ANNULAR SPACE BETWEEN PIPE AND MANHOLE CASTING SHALL BE FILLED WITH AVANTI AV-202 MULTIGROUT OR EQUAL.
8. MANHOLE FRAME AND COVERS SHALL BE OF THE TYPE INDICATED BELOW OR APPROVED EQUAL, UNLESS OTHERWISE SPECIFIED, OR AS OTHERWISE DIRECTED BY THE WATERBURY WPC.

LOCATION	TYPE	
GUTTERS LOW LYING WET UNPAVED AREAS	24" x 8" WATERBURY FRAME & COVER WITH (4) LOCKS AND SEAL TIGHT GASKETS	SEE FIGURES 18 & 18A
NORMALLY DRY UNPAVED AND PAVED AREAS	24" x 8" WATERBURY FRAME AND COVERS	SEE FIGURE 17

9. MANHOLE FRAME COVER BOLTS SHALL BE 1/2" STAINLESS STEEL.
10. MANHOLE STEPS SHALL BE STEEL REINFORCED POLYPROPYLENE OR ALUMINUM.
11. WHERE THE DIFFERENCE IN ELEVATION BETWEEN THE INCOMING SEWER AND THE MANHOLE INVERT IS LESS THAN 24", THE INVERTS SHALL BE CONNECTED WITH A UNIFORMLY SLOPING CHANNEL
12. IN UNPAVED AREAS, MANHOLE COVERS SHALL BE 12" ABOVE FINISH GRADE.
13. NEW OR EXISTING SEWER WORK REQUIRES A PERMIT FROM THE WATERBURY WATER POLLUTION CONTROL (WPC).

MANHOLE NOTES

REVISED 05/2016 N.T.S. FIGURE 03

REVISION:
REVISION:
REVISION: 8/4/25 - ENGINEERING COMMENTS
REVISION: 8/20/25 - RAIN GARDEN
PROJECT: 225107

DR	SK	DR
MPT	SZ	---

James N. Sokonchick
CT P.E. & L.S. #11302

kratzert, KJA jones & associates, inc.
CIVIL ENGINEERS • LAND SURVEYORS
SITE PLANNERS • BUILDING ENGINEERS
P.O. BOX 337
1755 MERIDEN - WATERBURY RD
MILLDALE, CT 06467-0337
PHONE (860) 621-3638
FAX (860) 621-9609
EMAIL INFO@KRATZERJONES.COM

SEWER DETAILS

for
JUNIORS PROPERTIES LLC
LOTS #24 & #25
MBL NUMBERS:
0230-0083-0024 &
0230-0083-0025
WESTWOOD AVENUE
WATERBURY, CT

SCALE: 1" = 20'(H)/2'(V)
DATE: MAY 30, 2025

HALF | ONE INCH | TWO INCH
INCHES ON ORIGINAL

KJA FILE NO.: 225-107
DRAWING NO.: 5

ROBERT J. NERNEY, AICP
CITY PLANNER

One Jefferson Square Building
185 South Main Street • 5th Floor
Waterbury, CT 06706
Office: (203) 574-6817
Fax: (203) 346-3949
Email: rnerney@waterburyct.org

PAUL K. PERNEREWSKI, JR.
MAYOR

CITY PLANNING DEPARTMENT
THE CITY OF WATERBURY
CONNECTICUT

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

July 9, 2026

Honorable Aldermen:

At a meeting of the City Plan Commission of the City of Waterbury held on July 8, 2026, the Commission voted to approve the following resolution concerning the extension of a public sewer line to service property known as Westwood Avenue (MBL #0230-0083-0024 and #0230-0083-0025).

***RESOLVED** In accordance with Section 8-24 of Connecticut General Statutes, the City Plan Commission recommends approval of a request to extend public sewer a distance of 197 feet within the Westwood Avenue right-of-way for the purpose of providing public sewer service to two vacant lots known as Westwood Avenue M/B/L 0230-0083-0024 and 0230-0083-0025. The Commission finds the request to be consistent with the 2026-2036 Plan of Conservation and Development with regard to maintaining and upgrading the City's sewer system where needed. Moreover, the Commission finds the request beneficial with regard to promoting infill housing that is consistent and compatible with established zoning policies.*

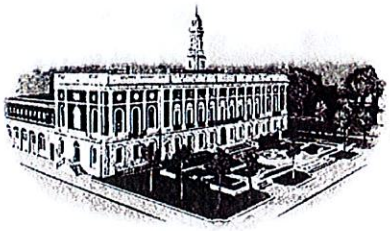
The resolution was moved by Slavin and seconded by Hychko.
The following Commissioners voted in favor of the motion: Hychko, Rosa, Slavin and Work.
The following Commissioners voted in opposition of the motion: None.
The following Commissioners abstained: None.
The following Commissioners were absent: Cervellino, DiGiovancarlo and Weinreb.

ATTEST

Robert J. Nerney
City Planner

Cc via email. Atty. Angela Juliani, Corporation Counsel
Joseph Geary, Chief of Staff, Mayor's Office
Michael LeBlanc, Director of Finance
Roy Cavanaugh, City Engineer
Denis Cuevas, Business Manager, Jacobs
Elio Campiolo
File

185 South main St 5th Floor
Waterbury, CT 06706
Hours Mon. - Friday 8am - 4pm



Engineering (203) 574-6851
Traffic (203) 574-6820
Fax (203) 574-8277

ENGINEERING DEPARTMENT
WWW.WATERBURYCT.ORG
WATERBURY

MEMORANDUM

To: Robert Nerney, City Planner

From: Vincent Caterino, Assistant City Engineer Vincent M. Caterino

Date: July 28, 2026

Re: Lots 24 & 25 Westwood Avenue-Engineering Review for 8-24 Sewer Extension

We have reviewed the following plans and specifications:

Plans prepared for Junior Properties LLC, prepared by KJA, Inc., sheet 1 Existing Conditions Map, sheet 2 Proposed Improvement Location Map, sheet 3 Sanitary Sewer Plan and Profile and sheet 4 Detail Sheet.

Our comments are as follows:

1. The type of PVC pipe should be labeled as C-900, this will also include the sewer laterals.
2. A pipe trench detail should be provided, typically 1' of ¾" stone above the pipe and 6" below the pipe, with filter fabric above the stone to prevent soil from settling into the stone voids. Minimum slope is 0.5%, show on profile.
3. Provide the City of Waterbury pavement trench repair detail, Westwood Avenue is a Local Road.
4. Is a dog-house manhole proposed in Devonwood Drive in the existing 8" sanitary sewer line? If so, provide a detail.
5. Provide a standard City of Waterbury sanitary sewer manhole detail with frame and cover that says "City of Waterbury" on it.
6. Provide a typical gravity sewer connection detail. See attached details.
7. The home owners in the neighborhood should be notified of the sewer extension should they desire to connect.
8. Pressure test sewer main and vacuum test the manholes per City of Waterbury.

Please address the above items and resubmit. We cannot approve these plans at this time.

Cc: Roy Cavanaugh, PE, City Engineer
Denis Cuevas, PE, Director, WPCA Jacobs

Attachment:

kratzert, jones & associates, inc.

CIVIL ENGINEERS • LAND SURVEYORS • SITE PLANNERS

1755 MERIDEN-WATERBURY ROAD, BOX 337, MILLDALE, CONNECTICUT 06467-0337
PHONE (860) 621-3638 • FAX (860) 621-9609 • EMAIL INFO@KRATZERTJONES.COM
AN EQUAL OPPORTUNITY EMPLOYER - M - F

Junior Properties LLC
Lots 24 & 25 Westwood Avenue
Engineering Review for 8-24 Sewer Extension
Vincent Caterino, Assistant City Engineer
Date: July 28, 2026

1. The type of PVC pipe should be labeled as C-900, this will also include the sewer laterals.
   RESPONSE: THE SEWER MAIN AND SEWER LATERALS HAVE BEEN REVISED TO BE C-900.

2. A pipe trench detail should be provided, typically 1' of ¾" stone above the pipe and 6" below the pipe, with filter fabric above the stone to prevent soil from settling into the stone voids. Minimum slope is 0.5%, show on profile.
   RESPONSE: A PIPE TRENCH DETAIL HAS BEEN ADDED ON SHEET 5 (SEWER DETAILS). THE SLOPE OF THE SEWER MAIN HAS BEEN INCREASED TO 0.5%.

3. Provide the City of Waterbury pavement trench repair detail, Westwood Avenue is a Local Road.
   RESPONSE: THE PAVEMENT REPAIR DETAIL HAS BEEN ADDED ON SHEET D-1.

4. Is a dog-house manhole proposed in Devonwood Drive in the existing 8" sanitary sewer line? If so, provide a detail.
   RESPONSE: A DOG HOUSE MANHOLE HAS BEEN ADDED AND THE DETAIL PROVIDED ON SHEET 5.

5. Provide a standard City of Waterbury sanitary sewer manhole detail with frame and cover that says "City of Waterbury" on it.
   RESPONSE: THE CITY OF WATERBURY MANHOLE DETAILS AND NOTES HAVE BEEN ADDED ON SHEET 5 (SEWER DETAILS).

6. Provide a typical gravity sewer connection detail. See attached details.
   RESPONSE: A SEWER CONNECTION DETAIL HAS BEEN ADDED ON SHEET 5 (SEWER DETAILS).

7. The home owners in the neighborhood should be notified of the sewer extension should they desire to connect.
   RESPONSE: THE HOMEOWNERS IN THE NEIGHBORHOOD WILL BE NOTIFIED OF THE SEWER EXTENSION.

kratzert, jones & associates, inc.

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AN EQUAL OPPORTUNITY EMPLOYER - M - F

8. Pressure test sewer main and vacuum test the manholes per City of Waterbury.
RESPONSE: A PRESSURE TEST WILL BE DONE ON THE SEWER MAIN AND VACUUM TESTS PERFORMED ON THE MANHOLES PER CITY OF WATERBURY STANDARDS. A NOTE HAS BEEN ADDED ON SHEET 2 (PROPOSED IMPROVEMENT LOCATION MAP) UNDER "NOTES" AS NOTE #5.

Severino V. Bovino
Vice President – Land Planning & Development

ENGINEERING COMMENTS-WESTWOOD 8-4-26.DOC
M:\25\225107-JUNIOR\docs

185 South main St 5th Floor
Waterbury, CT 06706
Hours Mon. - Friday 8am - 4pm

Engineering (203) 574-6851
Traffic (203) 574-6820
Fax (203) 574-8277

ENGINEERING DEPARTMENT
WWW.WATERBURYCT.ORG
WATERBURY

MEMORANDUM

To: Robert Nerney, City Planner

From: Vincent Caterino, Assistant City Engineer Vincent M. Caterino

Date: August 28, 2026

Re: Lots 24 & 25 Westwood Avenue-Engineering Review for 8-24 Sewer Extension
Revised Plans (8-26-26)

We have reviewed the following plans and specifications:

Plans prepared for Junior Properties LLC, prepared by KJA, Inc., sheet 1 Existing Conditions Map, sheet 2 Proposed Improvement Location Map, sheet 3 Sanitary Sewer Plan and Profile and sheet 4 Detail Sheet, Revised (8-26-26).

Engineers Response Letter Dated: July 28, 2026

Our comments are as follows:

The revised plans are acceptable and meet the standards of the Engineering Department. We have no further comments.

Cc: Roy Cavanaugh, PE, City Engineer
Denis Cuevas, PE, Director, WPCA Jacobs

Robert Nerney

From: Robert Nerney
Sent: Friday, August 28, 2026 11:46 AM
To: Cuevas, Denis
Subject: RE: Westwood Avenue Sewer Extension

Thanks Denis.

Received by
AUG 28 2026
City Plan Dept.

Robert J. Nerney, AICP
City Planner
City Planning Department
City of Waterbury

185 South Main Street
Waterbury, CT 06706
rnerney@waterburyct.org
T: 203.574.6817 x7294 | F: 203.346.3949

WATERBURY

From: Cuevas, Denis <Denis.Cuevas@jacobs.com>
Sent: Friday, August 28, 2026 11:30 AM
To: Robert Nerney <rnerney@waterburyct.org>
Subject: Re: Westwood Avenue Sewer Extension

Robert,
Yes, I am okay with the letter sent by Engineering, I have been in contact with Vicent Caterino during the sewer extension review process.

Thanks,
Denis

From: Robert Nerney <rnerney@waterburyct.org>
Sent: Friday, August 28, 2026 10:04 AM
To: Cuevas, Denis <Denis.Cuevas@jacobs.com>
Subject: [EXTERNAL] Westwood Avenue Sewer Extension

Denis,

Engineering signed-off on the Westwood Avenue sewer extension proposal. Are you okay with it? If so, I'll prepare for Board of Public Works and Board of Aldermen submission.

Robert J. Nerney, AICP
City Planner
City Planning Department
City of Waterbury

OFFICE OF THE CITY CLERK
MEMORANDUM

Received by
OCT 13 2026
City Plan Dept.

DATE: September 28, 2026

FROM: Board of Public Works

TO: Robert J. Nerney, City Planner

SUBJECT: **Proposed Extension of a Public Sanitary Sewer Main, Juniors Properties, LLC, Owner, Westwood Avenue**

At a Regular Meeting of the Board of Public Works held on Tuesday, September 22, 2026, the Board voted unanimously to **APPROVE** Proposed Extension of a Public Sanitary Sewer Main, Juniors Properties, LLC, Owner, Westwood Avenue. Juniors Properties, LLC is the owner of two (2) vacant contiguous lots located on a dead-end section of Westwood Avenue. The owner is seeking to obtain building permits from the City to construct one single family residence on each lot.

ATTEST: _____
Michael J. Dalton
City Clerk

MJD:dd

Item #6

The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
(203) 574-6832

October 15, 2026

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

Dear Honorable Board of Aldermen:

Attached, please find a request for refund from ION DEVELOPER LLC, ATTN: ACCOUNTING DEPARTMENT, 44 E 800 N, OREM, UT 84057 regarding the permit noted below. No work has been done and this permit has been cancelled.

I respectfully request that the Board of Aldermen refund the cost of the permit minus a 10% processing fee.

55 LYNBROOK RD	PR20260001845	ELECTRICAL FEE	$ 50.00
TOTAL			$ 50.00
MINUS 10% PROCESSING FEE			$ 5.00
TOTAL REFUND DUE			**$ 45.00**

Attached please find the voucher and supporting documents which are necessary for Finance to process this refund. Please forward these documents to Finance along with your letter of approval if this requst is granted so that they may process the refund. Please send payment to ION DEVELOPER LLC, ATTN: ACCOUNTING DEPARTMENT, 44 E 800 N, OREM, UT 84057 . Thank you for your assistance in this matter.

Sincerely,

Frank Baker
Building Official

FORM A

City of Waterbury

Vendor #: _____ Ship to: _____

Vendor name: **ION DEVELOPER LLC**

Address 1: **ATTN: ACCOUNTING DEPARTMENT**

Address 2: **44 E 800 N**

City: **OREM, UT 84057**



Finance Office Use Only

Voucher #: _____

Date Entered: _____

By: _____

WPC Office use Only

PLEASE MAIL REFUND TO:

ION DEVELOPER LLC
ATTN: ACCOUNTING DEPARTMENT
44 E 800 N
OREM, UT 84057

Invoice #: _____ Invoice Date: / / Handling Code No PO Invoice Amount $: _____

Description: Refund of Permit Fees

	Process level (Fund)	Accounting Unit	Account	Activity	Category	Distribution Amount
1	10	50400001	441047			$ 45.00
2						
3						
4						
5						
6						
7						
8						

Comments: Refund for Electrical Permit PR20260001845 regarding 55 LYNBROOK

Totals: **$ 45.00**

Department: Inspection

Date Submitted: October 15, 2026

Approval (Dept Head): 10/15/26

Date received in Finance _____

ION SOLAR

44 E 800 N
Orem UT, 84057

DATE: 10 / 13 / 2026

REGARDING JOB SITE: 55 Lynbrook Rd, Waterbury, Connecticut, 06705

Regarding Permit Number:
2026-1845

We are requesting the cancellation of Permit No. 2026-1845, as we are no longer proceeding with the subpanel upgrade at 55 Lynbrook Rd. The subpanel upgrade covered under this permit has not been performed.

We respectfully request a refund of the eligible permit fees, less any applicable penalties and nonrefundable state fees.

If a refund check is issued, please make it payable to ION Developer LLC and mail it to the following address:

ION Developer LLC
Attn: Accounting Department
44 E 800 N
Orem, UT 84057

If you have questions, you can reach us at permits@ionsolar.com and 888-781-7074.

Thank you for your time and consideration.

Czarina Joyce Bandong

Sincerely,

Czarina Joyce Bandong
ION Solar Permit Department
permits@ionsolar.com
Office -385-396-4478

CERTIFICATE *of* SIGNATURE

REF. NUMBER
WPHM5-FLEFN-HXPCF-GKY5H

DOCUMENT COMPLETED BY ALL PARTIES ON
13 OCT 2026 16:11:18
UTC

SIGNER	TIMESTAMP	SIGNATURE
CZARINA JOYCE BANDONG EMAIL CZARINA.BANDONG@IONSOLAR.COM	SENT 13 OCT 2026 16:11:17 SIGNED 13 OCT 2026 16:11:18	 IP ADDRESS 180.190.168.107 LOCATION CALOOCAN, PHILIPPINES

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2026071107
Receipt Date: 08/05/2026
Date Paid: 08/05/2026
Full Amount: $50.26

Payment Details:	Payment Method	Amount Tendered	Check Number
	Check	$50.26	7905

Amount Tendered: $50.26
Change / Overage: $0.00
Contact: John Lanteri/Ion Solar Pros, LLC, Address:751 Straits Turnpike

FEE DETAILS: 55 LYNBROOK

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (Electrical)	PR20260001845	$0.26	$0.26
BD - Electrical Permit	PR20260001845	$50.00	$50.00

Sandy Gesner

The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
(203) 574-6832

October 15, 2026

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

Dear Honorable Board of Aldermen:

Attached, please find a request for refund from HARP HOME SERVICES, 863 MARSHALL PHELPS RD, WINDSIOR, CT 06095 for the following permits. No work was done on this permit is cancelled.

I respectfully request that the Board of Aldermen refund the cost of the permit minus a 10% processing fee.

32 PARKWOOD AVE	PR20260002546	HVAC FEE	$	975.00
		CA FEE	$	50.00
	PR20260002557	ELECTRICAL FEE	$	50.00
TOTAL			$	1,075.00
MINUS 10% PROCESSING FEE			$	107.50
TOTAL REFUND DUE			**$**	**967.50**

Attached please find the voucher and supporting documents which are necessary for Finance to process this refund. Please forward these documents to Finance along with your letter of approval if this requst is granted so that they may process the refund. Please send payment to: HARP HOME SERVICES, 863 MARSHALL PHELPS RD, WINDSOR, CT 06095. Thank you for your assistance in this matter.

Sincerely,

Frank Baker
Building Official

FORM A

City of Waterbury

Vendor #: _____ Ship to: _____

Vendor name: **HARP HOME SERVICES**

Address 1: **863 MARSHALL PHELPS ROAD**

Address 2: _____

City: **WINDSOR, CT 06095**

Finance Office Use Only
Voucher #:
Date Entered:
By:

WPC Office use Only

PLEASE MAIL REFUND TO: **HARP HOME SERVICES**
863 MARSHALL PHELPS ROAD
WINDSOR, CT 06095

Invoice #: _____ Invoice Date: / / Handling Code No PO Invoice Amount $: _____

Description: Refund of Permit Fees

	Process level (Fund)	Accounting Unit	Account	Activity	Category	Distribution Amount
1	10	50400001	441049			$ 877.50
2	10	50400001	441054			$ 45.00
3	10	50400001	441047			$ 45.00
4						
5						
6						
7						
8						

Comments: Refund for HVAC Permit PR20650002546 AND ELECTRICAL Permit PR20650002557 regarding 32 PARKWOOD AVE

Totals: **$ 967.50**

Department: Inspection

Date Submitted: October 15, 2026

Approval (Dept Head): 10/15/26

Date received in Finance _____

Sandy Gesner

From: Mona Stone <mstone@harpcanhelpyou.com>
Sent: Monday, October 12, 2026 9:36 AM
To: Sandy Gesner
Subject: FW: Mechanical & Electrical Permit Applications and Documentation for 32 Parkwood Avenue
Attachments: Waterbury Mech Permit.pdf; Waterbury Elec Permit.pdf; HVAC License 2027.pdf; Electrical License 2027.pdf; HARP Insurance 2027.pdf; heat load.pdf; plot plan.pdf; Daikin 4MXT36AVJU9 Submittal.pdf

Importance: High

Good morning,

Can you please cancel these permits and refund payment if applicable? The job has been cancelled. No work has started. Thank you.

Mona Stone
Permit Coordinator
HARP HOME SERVICES 24/7
863 Marshall Phelps Road
Windsor, CT 06095
860-609-8338
mstone@harpcanhelpyou.com
LIC# HTG.0388411-S1 * SMH.0004090-SM1 * PLM.0281015-P1*ELC.0200971-E1

From: Mona Stone
Sent: Thursday, September 24, 2026 2:04 PM
To: Sandy Gesner <sgesner@waterburyct.org>
Subject: Mechanical & Electrical Permit Applications and Documentation for 32 Parkwood Avenue

Thank you.

Mona Stone
Permit Coordinator
HARP HOME SERVICES 24/7
863 Marshall Phelps Road
Windsor, CT 06095
860-609-8338
mstone@harpcanhelpyou.com
LIC# HTG.0388411-S1 * SMH.0004090-SM1 * PLM.0281015-P1*ELC.0200971-E1

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2026071741
Receipt Date: 09/28/2026
Date Paid: 09/28/2026
Full Amount: $1,034.88

Payment Details:

Payment Method	Amount Tendered	Check Number
Check	$1,034.88	1130

Amount Tendered: $1,034.88
Change / Overage: $0.00
Contact: HARP HOME SERVICES, LLC, Address:863 Marshall Phelps Road, Phone:(860) 982-4396

FEE DETAILS: 32 Parkwood

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (HVAC)	PR20260002546	$9.88	$9.88
BD - HVAC Permit	PR20260002546	$975.00	$975.00
BD - CA Fee	PR20260002546	$50.00	$50.00

Sandy Gesner

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2026071838
Receipt Date: 10/05/2026
Date Paid: 10/05/2026
Full Amount: $50.26

Payment Details:

Payment Method	Amount Tendered	Check Number
Check	$50.26	1132

Amount Tendered: $50.26
Change / Overage: $0.00
Contact: Kevin Moriarty - Harp Home Services, Address:863 Marshall Phelps Rd

FEE DETAILS: 32 PARKWOOD AVE

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (Electrical)	PR20260002557	$0.26	$0.26
BD - Electrical Permit	PR20260002557	$50.00	$50.00

Sandy Gesner

#5

C/O CITY CLERK OFFICE

10/23/26

235 GRAND ST, WATERBURY, CT.

Dear staff as a Waterbury resident and taxpayer, I'm deeply concerned especially with our current elected members of the board of aldermen's late-night agendas and adjournments especially going on to unfortunately the next day at times I understand city government business must get done ASAP but at least try to end your sessions at a reasonable appropriate time, if possible, remember public input should always be your number one priority thank you for your consideration on this important matter. Sincerely Martin F. Spring 1400 Meriden Road Waterbury CT. home # 203 757-7479

WATERBURY CITY CLERK
RECEIVED
2026 OCT 23 P 1:52

City of Waterbury
Financial Status Report
September 2026

Letter of Submittal	1-5
Report Summary	6
Revenue Summary	7
Expenditure Summary	8
Expenditure Summary - Budget Categories	9-11
Revenue Detail	12-18
Expenditures Department Detail	19-35
Public Works Bureau Detail	36-41
Police Overtime	42
Fire Overtime	43
Tax Collection Reports	44-46
State Aid Report	47-48
Education Report	49-51
Pension Report	52

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
Date:	October 21, 2026
Subject:	City of Waterbury's Financial Status Report – September 2026

Attached please find the Financial Status Report for the operations of the City of Waterbury for the month of September 2026.

This report is based on limited actual data and 9 months' worth of projections. At this time, the report shows that a negative difference of $637,058 exists between the budget estimates for revenue and expenditure projections at this early stage of the current fiscal year. This would be a function of having projected revenue of $1,431,208 more than budgeted, while also having projected expenditures of $2,068,266 more than budgeted. This is an improvement of $70,696 compared to the last report. These are preliminary numbers and the Office of Budget Control (OBC) takes a conservative approach to these projections. It is expected that these projections will improve throughout the year. The Cost Containment and Oversight Committee (CCOC) continues to meet on a weekly basis to review personnel and purchasing requisitions, public safety overtime spending and tax collections. The CCOC meets with department heads throughout the fiscal year to discuss the budget impacts of various purchases, programs and services. The tight expenditure controls that are consistently practiced each year, help ensure that the City is in a positive position at the end of each fiscal year.

The City issued the final Financial Status Report for FY26 where it was noted that tax collection rate on current taxes was 97.9% of the adjusted levy. Collections on current taxes in the first three months of FY27 have been strong. This report shows that collections of $2.2 million more than budgeted could be reached in the tax area. This report adjusts downward several other revenue line item projections to levels closer to actual amounts collected in the previous fiscal year. More detail on specific revenue and expenditures tracked by the OBC can be found below.

Revenue

In FY27, the City budgeted $262.8 million for the collection of current taxes. This is approximately $6.2 million more than the $256.7 million budgeted in FY26. The City's Grand List experienced significant growth as a result of the 10/1/22 Revaluation. FY27 is the final year of a four-year phase in of this Revaluation.

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

This is the eleventh year that the City is utilizing two mill rates as well as receiving a State grant to account for the loss of local motor vehicle property tax revenue. The mill rate for real estate and personal property is 43.34 mills in FY27, which is 1.64 mills less than FY26. The FY27 budget includes revenue of $243.8 million for the collection of current real estate and personal property taxes. The mill rate for motor vehicles is 32.46 mills, which is the cap pursuant to State law and the same as FY26. The FY27 budget includes revenue of $19.1 million for the collection of current motor vehicle property taxes. In FY27, the City has received a grant in the amount of $8.8 million related to the mill rate cap.

As in previous years, the City's budget is comprised mostly of tax revenue and state aid; these two line items account for 93% of the City's FY27 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 September, approximately $160.9 million in current taxes has been collected against a budgeted line item of $262.8 million; this is $9.2 million or 6.09% more than the $151.6 million collected through September 2025.

As previously stated, in FY27 the expectation for current tax revenue was increased by $6.2 million compared to FY26. The current budget is again predicated on a collection rate of 96.0% being attained at year-end. OBC Tax schedules indicate that in the 2026 fiscal year, the City collected 97.9% of current tax collections against the Adjusted Levy at year-end, while 97.5% was collected in FY25 and 93.9% in FY24.

At this time this report projects that the City will reach 96.2% at year-end based on recent history and the collections of these past three months. The budget target for October current collections is $1.8 million and as of October 14th $1 million of that target has been collected.

Supplemental MV, Prior Year Taxes & Interest, & Lien Fees — In FY27, these line items have been budgeted at $9.55 million from all the named sources. FY26 collections for these line items were received at approximately $10.1 million.

This report has these line items coming in at $9.1 million, approximately $496K less than budget at this early time in the year. In the past, there have been budgetary shortfalls in these line items that have been made up by overages in the current tax collection area. We will continue to monitor and adjust projections as the data becomes more reliable.

State Aid — In FY27, the City's budget includes State Aid grants in the amount of approximately $154.2 million, which is $4.2 million more than the amount of General Fund State Aid that was budgeted in FY26. There is a decrease in the motor vehicle mill rate cap grant of $4.2 million due to the fact that the City's FY27 real estate and personal property mill rate has gotten closer to the motor vehicle mill rate cap of 32.46 mills. Therefore, the State is reimbursing the City for a smaller motor vehicle tax revenue loss. However, there is a new Supplemental Pequot Mohegan Grant budgeted in the amount of $5.1 million and a $3 million increase to the City's Supplemental Revenue Sharing Grant, resulting in a total grant amount of $8.6 million.

In FY27, the City expects to receive $113.6 million in the General Fund portion of the ECS Grant. The Alliance Grant portion of ECS, which is sent directly to the Education Department, is expected to be approximately $87.9 million. The Education Department will also receive a new Supplemental Education Grant in the amount of $14.8 million, which is not budgeted as General Fund revenue. This grant will be maintained in a separate account for audit purposes as

recommended by the Connecticut State Department of Education, which is a best practice. The Special Education Excess Cost Grant is budgeted at $5.4 million in FY27, which is $60k less than the amount that was received in FY26.

As of September 30th, approximately $22.7 million in State Aid has been received. This is mainly the motor vehicle mill rate cap grant, tiered PILOT reimbursement and Supplemental Pequot Mohegan grant. This report includes a detailed spreadsheet on page 47 that shows State Aid budget and actual receipts year-to-date.

Investment Income — In FY27, the City's budget includes a line item for investment income in the amount of $3.8 million. This is the same as the amount that was included in last year's budget. In FY26, approximately $2.1 million in interest revenue was achieved. This report includes a projection of $3.8 million being received by year-end. The OBC will continue to monitor these receipts as the year progresses.

Town Clerk Revenue — In FY27, the City's budget includes aggregate revenue from the TC office in the amount of $2.98 million. Most of the revenue in the TC budget is received from real estate conveyance and deed recording activities. In FY26, aggregate collections of $3.2 million were received due to a strong real estate market. This report has revenue coming in at $7K more than the budgeted amount by FY27 year-end. The OBC will continue to monitor these receipts and provide updates in future reports.

Police Department Revenue — In FY27, the City's budget includes aggregate revenue from the Police Department of $1.265 million. A level of $1 million was reached in FY26 with a significant portion of the shortfall coming from the line items for fees related to parking violations and on street parking. This report has taken the Department's revenue projection down by $50K. The current projection for FY27 year-end revenue of $1.1 million is $66K more than the amount received last year and continued monitoring will be required here as well.

Department of Inspections— In FY27, the City's budget includes aggregate revenue from the Inspections Department in the amount of $2.82 million. Most of the revenue in the department is received from building permits and other permit activities. In FY26, aggregate collections of $5.6 million were achieved. This report has increased revenue expectations by $277K, compared to budget, to a projected revenue amount of $3.1 million at year-end. This is $2.5 million less than the amount collected last year and would appear reachable at this time, but we will continue to monitor collections and adjust projections if necessary. Most permit revenue accounts significantly exceeded their budgets in FY26, largely due to permit fees related to the Amazon development.

Expenditures

This early in the year the Office of Budget Control 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 vacant positions being unfilled for periods of time.

At this time, the City does have many vacant positions. There are assumptions stated in the specific Department detail pages that most of these positions may be filled. All vacancy fillings, however, are first being brought to the Cost Containment and Oversight Committee for review prior to approval. Future savings will likely occur but are not assumed at this early point in the fiscal year.

General Government Payroll — This report includes actual costs of 6 biweekly payrolls and 12 weekly payrolls; it utilizes those costs to make projections for the 9 months to come. There are also projections for payroll accruals in each department due to the timing of several days' worth of payroll at fiscal year-end.

The Police and Fire Departments both conducted training academies in FY26, but also still operated with vacancies throughout the fiscal year. This caused both departments to be over budget in their overtime accounts. Both departments continue to have vacancies in FY27. We expect overtime spending to continue to be a challenge for both departments until training academies, which are expected to begin soon, are completed.

Police Department – The Police Department has the budgetary authority to hire up to 315 police officers and now reports that they have 299 officers on staff. The department has a line item for overtime worth $3.2 million. In FY26, the overtime expenses reached $4.3 million due to a number of vacant positions throughout the year. This report currently projects that the department will end the year on budget with overtime expenses of $3.2 million. We will monitor this area closely throughout the year. This report includes overtime data for the first 15 payrolls of the fiscal year. At this time, the overtime line item is approximately $264K less than last year's level for the same period.

Fire Department – The Fire Department is currently operating with a number of vacancies. The overtime budget for the Department is $2.3 million in FY27. After 15 pay periods of overtime, this line item is $415K more than last year's level for the same period. Overtime spending will continue to be a challenge due to position vacancies. The Fire Department is planning to begin a new training class soon. Once the new firefighters are fully trained in the second half of the fiscal year, we expect overtime spending to be reduced. We will monitor this line item closely and make adjustments as necessary. The Fire Department is currently projected to be $1.7 million over budget at fiscal year end, largely due to the fact that the Fire Union contract was not settled for FY26 or FY27 at budget development time. The successor contract has since been approved and the payroll figures for the department now contain two-years' worth of salary increases. A budget transfer from the Contingency account will be submitted to the Board of Aldermen later in the fiscal year to keep the department within budget.

Department of Public Works – This department is also operating with a certain degree of unfilled vacancies. We will continue to monitor the budget, as most shortfalls do not become apparent until the winter season sets in.

Education — The Department of Education received an FY27 General Fund Appropriation of $158.4 million. Staff of the Department develops its own Financial Status Report which they forward to the OBC for inclusion in this report. The Department forwarded their July-September report. The report shows that the Department is projecting that it will spend its entire $158.4 million General Fund appropriation as well as the full $3.625 million of budgeted Contingency funding.

Other Expenses — In FY27, the City has a Contingency account of $4.7 million to cover any potential shortfalls. This is $2.2 million more than the amount budgeted in FY26. The Contingency account will be used to account for personal service account overages that could occur because of outstanding labor contracts. At budget development time, the Management and Fire Union contracts were not settled for FY26 or FY27 and the White Collar and Blue Collar Union contracts were not settled for FY27. Therefore, any awarded salary increases would need to be funded by the Contingency account. In some cases, departments may be able to accommodate salary

increases without a transfer from the Contingency account due to budget savings they are able to generate during the year from vacant positions or other expense savings. Successor contracts were approved for the Management and Fire Unions and the new pay rates, which account for two-years' worth of salary increases, are now included in the payroll figures in this report. These increases are causing some departments to be projected to end the fiscal year over budget. A budget transfer from the Contingency account will be submitted to the Board of Aldermen for approval later in the fiscal year to keep these departments within budget.

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 might not have been known at the time of budget development. This report assumes that the account will be fully expended by year-end. At this time, there have not been any transfers from the Contingency account.

The OBC monitors all of these issues and reports regularly to the Board of Aldermen on any significant changes to these projections via this report. The Office can be reached at 203-574-6730 if assistance is needed.

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
FY27 - GENERAL FUND

Projections as of 9/30/26

	Budget	Projections	Difference
Revenues	$457,551,465	$458,982,673	$1,431,208
Expenditures	$457,551,465	$459,619,731	$2,068,266
Result of Operations	**$0**	**($637,058)**	**($637,058)**

YTD Expenditures includes # of biweekly pay periods	**6**
Biweekly Pay periods to pay thru year end	**20**
YTD Expenditures includes # of weekly pay periods	**12**
Weekly Pay periods to pay thru year end	**40**

CITY OF WATERBURY FY27
REVENUE PROJECTION SUMMARY

Description	Three Year Comparables FY25 Actual	FY26 Actual	FY27 Year to Date As of 9/30/26	Projected 9 months	Projected at Year-End	FY27 Adopted Budget	Variance Over/(Under)
Revenue Collector - Taxes	$265,546,979	$272,261,707	$162,697,005	$111,991,555	$274,688,560	$272,513,098	$2,175,462
Payments by Other Jurisdictions	$40,485,530	$30,375,285	$22,573,988	$11,219,994	$33,793,982	$33,807,033	**($13,051)**
Transfers from other Funds	$4,546,500	$4,490,233	$4,151,402	$0	$4,151,402	$4,151,402	$0
Use of Fund Balance	$0	$0	$0	$3,000,000	$3,000,000	$3,000,000	$0
Finance Dept.--Other	$5,567,564	$7,341,938	$2,738,647	$11,696,353	$14,435,000	$15,250,000	**($815,000)**
Legal Department	$45,399	$44,393	$3,366	$17,134	$20,500	$20,500	$0
City Clerk	$30	$0	$0	$250	$250	$250	$0
Town Clerk	$3,333,041	$3,202,062	$839,111	$2,143,939	$2,983,050	$2,976,500	$6,550
Human Resources	$730	$810	$11,030	$0	$11,030	$1,000	$10,030
Registrar of Voters	$0	$0	$0	$0	$0	$250	**($250)**
Assessment Department	$265	$2,426	$1,000	$950	$1,950	$1,500	$450
Purchasing Department	$0	$0	$0	$0	$0	$0	$0
Information Technology Dept.	$0	$0	$0	$0	$0	$250	**($250)**
Police Department	$1,028,180	$1,048,648	$161,614	$953,386	$1,115,000	$1,265,000	**($150,000)**
Fire Department	$156,074	$198,195	$26,563	$83,687	$110,250	$110,250	$0
Dept. of Public Works	$239,172	$577,029	$149,415	$189,580	$338,994	$345,250	**($6,256)**
City Plan	$84,845	$103,310	$30,765	$80,735	$111,500	$126,000	**($14,500)**
Dept. of Inspection	$3,370,293	$5,633,008	$1,933,524	$1,158,499	$3,092,023	$2,815,000	$277,023
Health Department	$132,456	$140,136	$10,200	$141,800	$152,000	$191,000	**($39,000)**
Dept. of Education	$122,391,182	$121,351,556	$429,080	$120,548,102	$120,977,182	$120,977,182	**($0)**
TOTAL	**$446,928,240**	**$446,770,736**	**$195,756,710**	**$263,225,963**	**$458,982,673**	**$457,551,465**	**$1,431,208**

Pluses	$2,469,514
Minuses	**($1,038,307)**
No use of FB	$0
Total	$1,431,208

CITY OF WATERBURY FY27

EXPENDITURE PROJECTION SUMMARY

Description	Three Year Comparables FY25 Actual	FY26 Actual	FY27 Expenditures As of 9/30/26	Projected 9 months	Projected at Year-End	FY27 Adopted Budget	Variance Over/(Under)
General Government	$6,751,960	$6,687,113	$1,153,059	$6,676,745	$7,829,805	$7,812,450	$17,355
Finance	$7,393,843	$8,247,200	$1,980,450	$6,838,469	$8,818,920	$8,643,171	$175,749
Public Safety	$67,611,952	$71,790,519	$15,830,838	$59,836,842	$75,667,680	$73,948,739	$1,718,941
Public Works	$24,390,188	$25,429,580	$5,033,329	$23,289,363	$28,322,691	$28,283,734	$38,957
Planning & Development	$1,455,651	$1,444,288	$264,415	$1,489,093	$1,753,508	$1,748,943	$4,565
Human Services	$7,327,556	$8,022,889	$1,378,987	$7,117,090	$8,496,077	$8,383,378	$112,699
Operating Charges	$123,214,043	$112,475,517	$105,163,080	$15,203,920	$120,367,000	$120,367,000	$0
Retirement Board	$49,119,662	$49,828,399	$49,898,299	$90,751	$49,989,050	$49,989,050	$0
Education	$158,362,759	$158,276,532	$18,529,592	$139,845,408	$158,375,000	$158,375,000	$0
TOTAL GENERAL FUND	**$445,627,614**	**$442,202,038**	**$199,232,050**	**$260,387,681**	**$459,619,731**	**$457,551,465**	**$2,068,266**

CITY OF WATERBURY FY27
EXPENDITURE PROJECTION SUMMARY

Description	Three Year Comparables FY25 Actual	Three Year Comparables FY26 Actual	FY27 Expenditures As of 9/30/26	Projected 9 months	Projected at Year-End	FY27 Adopted Budget	Variance Over/(Under)
GENERAL GOVERNMENT							
101 MAYOR'S OFFICE	$1,142,706	$1,265,945	$221,619	$1,097,633	$1,319,252	$1,338,198	**($18,946)**
103 BOARD OF ALDERMAN	$63,999	$63,999	$16,000	$48,000	$64,000	$64,000	$0
107 LEGAL DEPARTMENT	$2,709,526	$2,466,936	$352,774	$2,880,250	$3,233,024	$3,236,636	**($3,612)**
110 CITY CLERK	$271,760	$265,814	$50,810	$225,110	$275,920	$276,424	**($504)**
113 TOWN CLERK	$710,324	$727,216	$156,453	$633,416	$789,869	$778,976	$10,893
116 HUMAN RESOURCES DEPT	$1,237,627	$1,208,027	$201,768	$1,190,780	$1,392,548	$1,365,608	$26,940
119 REGISTAR OF VOTERS	$476,107	$503,656	$124,075	$486,846	$610,921	$608,337	$2,584
122 CITY SHERIFF	$20,171	$20,171	$4,735	$15,436	$20,171	$20,171	$0
125 PROBATE	$119,738	$165,350	$24,826	$99,274	$124,100	$124,100	$0
SUBTOTAL	$6,751,960	$6,687,113	$1,153,059	$6,676,745	$7,829,805	$7,812,450	$17,355
FINANCE							
201 DEPARTMENT OF FINANCE	$2,388,114	$2,524,055	$382,975	$2,267,077	$2,650,052	$2,568,590	$81,462
204 ASSESSMENT	$746,168	$809,207	$167,459	$753,626	$921,085	$892,023	$29,062
207 TAX COLLECTOR	$1,168,052	$1,195,113	$227,005	$1,092,204	$1,319,209	$1,353,812	**($34,603)**
28 PURCHASING DEPT	$336,942	$349,379	$65,411	$293,610	$359,021	$349,096	$9,925
25 AUDIT	$173,833	$137,519	$21,367	$165,349	$186,716	$188,560	**($1,844)**
12 BUDGET	$189,175	$268,104	$59,223	$254,900	$314,124	$296,441	$17,683
26 INFORMATION SERVICES	$2,391,559	$2,963,824	$1,057,011	$2,011,702	$3,068,712	$2,994,649	$74,063
SUBTOTAL	$7,393,843	$8,247,200	$1,980,450	$6,838,469	$8,818,920	$8,643,171	$175,749

Description	Three Year Comparables FY25 Actual	FY26 Actual	FY27 Expenditures As of 9/30/26	Projected 9 months	Projected at Year-End	FY27 Adopted Budget	Variance Over/(Under)
PUBLIC SAFETY							
50 POLICE DEPARTMENT	$42,524,820	$45,863,268	$10,183,122	$37,643,941	$47,827,063	$47,850,042	**($22,979)**
55 FIRE DEPARTMENT	$25,087,132	$25,927,251	$5,647,716	$22,192,902	$27,840,618	$26,098,697	$1,741,921
SUBTOTAL	$67,611,952	$71,790,519	$15,830,838	$59,836,842	$75,667,680	$73,948,739	$1,718,941
DEPT OF PUBLIC WORKS							
48 DEPT. OF PUBLIC WORKS	$24,390,188	$25,429,580	$5,033,329	$23,289,363	$28,322,691	$28,283,734	$38,957
SUBTOTAL	$24,390,188	$25,429,580	$5,033,329	$23,289,363	$28,322,691	$28,283,734	$38,957
PLANNING & DEVELOPMENT							
47 CITY PLAN	$368,683	$394,342	$75,639	$459,170	$534,809	$548,510	($13,701)
56 DEPT. OF INSPECTIONS	$1,086,968	$1,049,947	$188,776	$1,029,923	$1,218,699	$1,200,433	$18,266
SUBTOTAL	$1,455,651	$1,444,288	$264,415	$1,489,093	$1,753,508	$1,748,943	$4,565
HUMAN SERVICES							
60 HEALTH DEPARTMENT	$5,007,956	$5,462,026	$720,917	$4,937,341	$5,658,258	$5,566,604	$91,654
63 WBY SENIOR CENTER	$319,697	$342,018	$75,973	$304,385	$380,358	$371,061	$9,297
73 SILAS BRONSON LIBRARY	$1,999,903	$2,218,846	$582,097	$1,875,364	$2,457,461	$2,445,713	$11,748
SUBTOTAL	$7,327,556	$8,022,889	$1,378,986.97	$7,117,090	$8,496,077	$8,383,378	$112,699
EDUCATION							
70 BOARD OF EDUCATION	$158,362,759	$158,276,532	$18,529,592	$139,845,408	$158,375,000	$158,375,000	$0
SUBTOTAL	$158,362,759	$158,276,532	$18,529,592	$139,845,408	$158,375,000	$158,375,000	$0

Description	Three Year Comparables FY25 Actual	FY26 Actual	FY27 Expenditures As of 9/30/26	Projected 9 months	Projected at Year-End	FY27 Adopted Budget	Variance Over/(Under)
OPERATING CHARGES							
21 DEBT AND SUNDRY							
Employee Benefits (520's)	$78,483,824	$73,677,450	$69,020,960	$6,843,040	$75,864,000	$75,864,000	$0
Purchased Prof. Services (530's)	$320,864	$197,746	$65,074	$306,926	$372,000	$372,000	$0
Purch. Other Services (550's)	$4,500,000	$5,000,000	$5,600,000	$0	$5,600,000	$5,600,000	$0
Other Objects (580's)	$8,319,355	$7,590,322	$6,014,547	$1,203,453	$7,218,000	$7,218,000	$0
Other Uses (590's)	$31,590,000	$26,010,000	$24,462,500	$6,850,500	$31,313,000	$31,313,000	$0
SUBTOTAL	$123,214,043	$112,475,517	$105,163,080	$15,203,920	$120,367,000	$120,367,000	$0
19 RETIREMENT BOARD	$49,119,662	$49,828,399	$49,898,299	$90,751	$49,989,050	$49,989,050	$0
TOTAL GENERAL FUND BUDGET	**$445,627,614**	**$442,202,038**	**$199,232,050**	**$260,387,681**	**$459,619,731**	**$457,551,465**	**$2,068,266**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
	TAX COLLECTOR - TAXES						
414000	CURRENT PROPERTY TAXES	$246,198,317	$149,476,988	$99,950,000	$249,426,988	$243,785,097	$5,641,891
414003	CURRENT MOTOR VEHICLE TAX	$15,934,290	$11,382,447	$4,700,000	$16,082,447	$19,053,001	**($2,970,554)**
	Total Current Year Taxes	$262,132,608	$160,859,435	$104,650,000	$265,509,435	$262,838,098	$2,671,337
414001	PRIOR YEAR PROPERTY TAXES*	$3,892,980	$1,040,640	$2,640,000	$3,680,640	$3,650,000	$30,640
414006	60 DAY TAX ACCRUAL	**($147,000)**	**($51,000)**	$150,000	$99,000	$0	$99,000
414007	CAPITAL TAX RECOVERY & MTS	**($475,888)**	**($44,479)**	**($468,000)**	**($512,479)**	$0	**($512,479)**
414008	TAX OVERPAYMENTS	$43,246	$0	**($1,000,000)**	**($1,000,000)**	$0	**($1,000,000)**
414010	TAX SERVE FEES	**($779,825)**	**($183,524)**	**($585,000)**	**($768,524)**	$0	**($768,524)**
	Total Prior Year Taxes*	$2,533,513	$761,637	$737,000	$1,498,637	$3,650,000	**($2,151,363)**
414002	SUPPLEMENTAL AUTO LIST	$2,667,573	$0	$2,660,000	$2,660,000	$2,600,000	$60,000
414004	INT CURRENT PROPERTY TAXES	$2,184,569	$321,869	$1,900,000	$2,221,869	$1,100,000	$1,121,869
414005	INT PRIOR YEAR'S PROPERTY TAXES	$2,696,705	$753,619	$1,920,000	$2,673,619	$2,200,000	$473,619
425000	EXEMPTIONS FOR ELDERLY	$11,339	$0	$20,000	$20,000	$20,000	$0
425001	VETERAN'S ADD'L EXP	$34,625	$0	$100,000	$100,000	$100,000	$0
425002	ABATEMENT FOR ELDERLY HOUSING	$0	$0	$0	$0	$0	$0
488005	MISCELLANEOUS	$775	$445	$4,555	$5,000	$5,000	$0
	TOTAL TAXES	**$272,261,707**	**$162,697,005**	**$111,991,555**	**$274,688,560**	**$272,513,098**	**$2,175,462**

* 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	$0	$0	$0	$0	$0	$0
425008	PILOT-TIERED REIMBURSEMENT	$9,118,075	$8,704,238	$0	$8,704,238	$8,692,290	$11,948
425012	PEQUOT - STATE PROPERTIES	$2,637,435	$0	$2,637,435	$2,637,435	$2,637,435	$0
425013	MUNICIPAL REVENUE SHARING	$0	$0	$0	$0	$0	$0
425014	MRSA-MOTOR VEHICLES	$13,005,170	$8,755,672	$0	$8,755,672	$8,755,672	$0
425015	SUPPLEMENTAL REVENUE SHARING GRANT	$5,614,605	$0	$8,582,559	$8,582,559	$8,582,559	$0
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
425020	SUPPLEMENTAL PEQUOT MOHEGAN GRANT	$0	$5,114,077	$0	$5,114,077	$5,114,077	$0
	TOTAL FROM OTHER JURISDICTIONS	**$30,375,285**	**$22,573,988**	**$11,219,994**	**$33,793,982**	**$33,807,033**	**($13,051)**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
	FINANCE DEPT- OTHER REVENUE						
436000	INCOME FROM INVESTMENTS	$2,092,469	$1,789,851	$2,010,149	$3,800,000	$3,800,000	$0
441088	RENTAL FEES OF PUBLIC BUILDINGS	$1,949,572	$468,199	$1,531,801	$2,000,000	$2,000,000	$0
441147	ONE EXCHANGE PARKING GARAGE	$0	$0	$0	$0	$0	$0
445009	PROCEEDS-OFF TRACK REVENUE	$118,249	$28,631	$91,369	$120,000	$180,000	**($60,000)**
445020	OTHER CITY PORPERTY RENTS	$90,397	$0	$65,000	$65,000	$65,000	$0
445085	PROBATE COURT -WOLCOTT	$22,898	$0	$30,000	$30,000	$30,000	$0
461118	MARRIOTT RAMP GARAGE	$0	$0	$0	$0	$5,000	($5,000)
472001	EMPLOYEES-FRINGE BENEFIT CONTR.	$2,594,043	$445,096	$7,749,904	$8,195,000	$8,945,000	($750,000)
480001	USE OF FUND BALANCE	$0	$0	$3,000,000	$3,000,000	$3,000,000	$0
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	$430,788	$0	$200,000	$200,000	$200,000	$0
488005	MISCELLANEOUS	$43,520	$6,869	$18,131	$25,000	$25,000	$0
	TOTAL FINANCE OTHER REVENUE	**$7,341,938**	**$2,738,647**	**$14,696,353**	**$17,435,000**	**$18,250,000**	**($815,000)**
	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	$1,633,643	$1,467,379	$0	$1,467,379	$1,467,379	$0
499009	SEWER FUND-FRINGE BENEFITS	$972,000	$975,000	$0	$975,000	$975,000	$0
499011	PUBLIC UTILITY ADMIN - BENEFITS	$584,590	$409,023	$0	$409,023	$409,023	$0
	TOTAL TRANSFERS FROM OTHER FUNDS	**$4,490,233**	**$4,151,402**	**$0**	**$4,151,402**	**$4,151,402**	**$0**
	TOTAL FINANCE DEPT. REVENUE	**$42,207,456**	**$29,464,037**	**$25,916,347**	**$55,380,384**	**$56,208,435**	**($828,051)**

REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
1070001 LEGAL DEPARTMENT						
488005 MISCELLANEOUS	$44,393	$3,366	$16,634	$20,000	$20,000	$0
488017 LEGAL CLAIMS	$0	$0	$500	$500	$500	$0
TOTAL LEGAL DEPARTMENT	**$44,393**	**$3,366**	**$17,134**	**$20,500**	**$20,500**	**$0**
1100001 CITY CLERK						
488005 MISCELLANEOUS	$0	$0	$250	$250	$250	$0
TOTAL CITY CLERK	**$0**	**$0**	**$250**	**$250**	**$250**	**$0**
1130001 TOWN CLERK						
441000 DEED RECORDING FEES	$412,211	$105,898	$294,102	$400,000	$400,000	$0
441001 DEED TRANSFER FEES	$2,790	$736	$2,264	$3,000	$3,000	$0
441006 LANDLORD REGISTRATIONS	$2,125	$325	$175	$500	$500	$0
441010 REAL ESTATE CONVEYANCE	$2,238,500	$592,345	$1,352,655	$1,945,000	$1,945,000	$0
441014 VITAL STATISTICS FEES	$378,975	$87,120	$307,880	$395,000	$395,000	$0
441018 RECORD COPY FEES	$71,272	$19,847	$90,153	$110,000	$110,000	$0
441042 BURIAL AND TRANSIT PERMITS	$10,385	$2,210	$3,790	$6,000	$6,000	$0
441046 DOG LICENSES	$5,766	$3,273	$3,728	$7,000	$7,000	$0
441052 MARRIAGE LICENSES	$9,600	$11,300	$2,250	$13,550	$7,000	$6,550
441084 OTHER TOWNS-VITAL STATISTICS	$74	$0	$3,000	$3,000	$3,000	$0
488005 MISCELLANEOUS	$31,896	$8,453	$11,547	$20,000	$20,000	$0
488014 DEPARTMENT CHARGES (PHOTOSTAT)	$38,468	$7,604	$72,396	$80,000	$80,000	$0
TOTAL TOWN CLERK	**$3,202,062**	**$839,111**	**$2,143,939**	**$2,983,050**	**$2,976,500**	**$6,550**
1160001 HUMAN RESOURCES DEPARTMENT						
488014 DEPT. CHARGES	$810	$11,030	$0	$11,030	$1,000	$10,030
TOTAL HUMAN RESOURCES DEPT	**$810**	**$11,030**	**$0**	**$11,030**	**$1,000**	**$10,030**
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 FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
2040001 ASSESSMENT DEPARTMENT						
441134 PHOTOCOPY FEES	$176	$0	$50	$50	$1,500	**($1,450)**
488005 MISCELLANEOUS	$2,250	$1,000	$900	$1,900	$0	$1,900
TOTAL ASSESSMENT DEPARTMENT	**$2,426**	**$1,000**	**$950**	**$1,950**	**$1,500**	**$450**
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	$70,345	$18,972	$16,028	$35,000	$35,000	$0
441002 DOG POUND FEES	$2,650	$710	$9,290	$10,000	$10,000	$0
441003 FALSE ALARMS FINES	$13,775	$50	$19,950	$20,000	$40,000	($20,000)
441008 PARKING VIOLATION FEES	$266,245	$38,540	$236,460	$275,000	$375,000	$450
441018 RECORD COPY FEES	$37,052	$9,418	$20,582	$30,000	$30,000	$0
441056 MISC. LICENSES AND PERMITS	$51,902	$10,779	$29,221	$40,000	$40,000	$0
441110 RAMPGARAGES-SPRING ST.	$52,697	$2,519	$62,481	$65,000	$65,000	$0
441115 RAMPGARAGES-BUCKINGHAM ST.	$412,351	$51,731	$298,269	$350,000	$350,000	$0
441116 SURFACE PARKING LOTS	$18,905	$8,710	$11,290	$20,000	$25,000	($5,000)
441117 ON STREET PARKING METERS	$0	$0	$0	$0	$0	$0
441143 SURFACE LOT KIOSKS	$55,588	$12,911	$42,089	$55,000	$55,000	$0
441144 ON STREET KIOSKS	$60,824	$4,131	$200,869	$205,000	$225,000	($20,000)
488005 MISCELLANEOUS	$6,314	$3,143	$6,857	$10,000	$15,000	($5,000)
TOTAL POLICE DEPT.	**$1,048,648**	**$161,614**	**$953,386**	**$1,115,000**	**$1,265,000**	**($49,550)**
3100001 FIRE DEPARTMENT						
422020 STATE GRANT	$0	$0	$0	$0	$0	$0
422028 FEDERAL GRANT- PASS THRU	$110,690	$0	$50,000	$50,000	$50,000	$0
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	$0	$0
441119 FIRE MARSHALL PERMITS	$87,429	$26,563	$33,437	$60,000	$60,000	$0
488005 MISCELLANEOUS	$76	$0	$250	$250	$250	$0
TOTAL FIRE DEPARTMENT	**$198,195**	**$26,563**	**$83,687**	**$110,250**	**$110,250**	**$0**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
4010001	**PUBLIC WORKS DEPARTMENT**						
422019	FED. GRANT - FEMA REIMBURSEMENT	$0	$0	$0	$0	$0	$0
441018	RECORD COPY FEES	$0	$0	$250	$250	$250	$0
441062	REFUSE DISPOSAL CHARGE	$184,446	$88,574	$86,426	$175,000	$175,000	$0
441068	SEWER PERMITS	$36,165	$18,650	$21,350	$40,000	$40,000	$0
441088	BUILDING RENTAL FEES	$0	$3,744	$0	$3,744	$0	$3,744
441092	EVICTION FEES	$3,000	$300	$4,700	$5,000	$10,000	($5,000)
461205	RECYCLING REVENUE/LEAG BAG REVENUE	$0	$0	$0	$0	$0	$0
488004	INSURANCE CARRIER REFUND	$299,864	$22,224	$27,776	$50,000	$50,000	$0
488005	MISCELLANEOUS	$53,554	$15,922	$49,079	$65,000	$70,000	($5,000)
488014	DEPARTMENT CHARGES	$0	$0	$0	$0	$0	$0
499007	RECREATIONAL PROGRAM FEES	$0	$0	$0	$0	$0	$0
	TOTAL PUBLIC WORKS DEPT.	**$577,029**	**$149,415**	**$189,580**	**$338,994**	**$345,250**	**($6,256)**
5010001	**CITY PLAN COMMISSION**						
441021	STATE LAND USE SURCHARGE	$9,180	$2,700	$7,300	$10,000	$10,000	$0
441076	ADMINISTRATIVE REVIEW FEES	$44,260	$11,565	$33,435	$45,000	$45,000	$0
441138	CITY PLAN COMM. FEES	$5,400	$600	$4,400	$5,000	$5,000	$0
441139	ZONING COMM. FEES	$12,250	$6,600	$18,400	$25,000	$25,000	$0
441140	ZONING BOARD OF APPLEALS FEES	$22,650	$7,350	$7,650	$15,000	$15,000	$0
441141	INLAND WETLAND FEES	$3,850	$250	$4,750	$5,000	$5,000	$0
441150	STATE SIGN OFFS	$5,700	$1,200	$3,800	$5,000	$5,000	$0
488005	MISCELLANEOUS	$20	$500	$1,000	$1,500	$16,000	($14,500)
	TOTAL CITY PLAN COMMISSION	**$103,310**	**$30,765**	**$80,735**	**$111,500**	**$126,000**	**($14,500)**

REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
5040001 DEPT OF INSPECTIONS						
441041 BUILDING PERMITS	$3,502,382	$1,177,520	$405,000	$1,582,520	$1,325,000	$257,520
441045 DEMOLITION PERMITS	$8,525	$0	$25,000	$25,000	$25,000	$0
441047 ELECTRICAL WORK PERMITS	$1,065,860	$320,725	$394,275	$715,000	$715,000	$0
441049 HEATING ETC. PERMITS	$578,481	$331,295	$168,705	$500,000	$500,000	$0
441054 OCCUPANCY PERMITS	$123,155	$31,798	$18,203	$50,000	$50,000	$0
441057 PLUMBING PERMITS	$335,180	$48,013	$139,988	$188,000	$188,000	$0
441073 STREET SIGN FEES	$16,480	$4,620	$5,380	$10,000	$10,000	$0
441083 STATE-BUILDING FEE	$2,912	$19,503	$0	$19,503	$0	$19,503
488005 MISCELLANEOUS	$33	$51	$1,949	$2,000	$2,000	$0
TOTAL DEPT. OF INSPECTIONS	**$5,633,008**	**$1,933,524**	**$1,158,499**	**$3,092,023**	**$2,815,000**	**$277,023**
6010001 DEPARTMENT OF HEALTH (AU#6010001)						
441018 RECORD COPY FEES	$0	$0	$0	$0	$0	$0
441059 PRIVATE SEWAGE DISPOSAL	$0	$0	$1,500	$1,500	$1,500	$0
441063 RESTAURANT LICENSE PERMITS	$118,100	$6,500	$113,500	$120,000	$145,000	($25,000)
441065 ROOMING HOUSE PERMITS	$2,700	$0	$5,000	$5,000	$5,000	$0
441080 PUBLIC POOLS PERMITS	$2,000	$400	$4,600	$5,000	$5,000	$0
441081 TEMP FOOD PERMITS	$0	$0	$0	$0	$5,000	($5,000)
441142 COSMETOLOGY FEES	$8,200	$900	$8,100	$9,000	$15,000	($6,000)
488005 MISCELLANEOUS	$3,836	$750	$3,750	$4,500	$4,500	$0
488014 DEPARTMENT CHARGES	$0	$0	$1,000	$1,000	$2,000	($1,000)
488022 APPLICATIONS	$5,300	$1,650	$4,350	$6,000	$8,000	($2,000)
TOTAL DEPARTMENT OF HEALTH	**$140,136**	**$10,200**	**$141,800**	**$152,000**	**$191,000**	**($39,000)**

	REVENUE DESCRIPTION APPROVED BUDGET	REVENUE FY26 Actual	Y-T-D As of 9/30/26	PROJECTED 9 months	PROJECTED AT YEAR-END	FY27 BUDGET REVENUE	BUDGETARY DIFFERENCE
	DEPARTMENT OF EDUCATION (AU#89010004)						
422010	EDUCATION EQUALIZATION GRANT (ECS)	$113,512,553	$0	$113,617,182	$113,617,182	$113,617,182	$0
422014	NON-PUBLIC SCHOOL SERVICE (NURSES)	$281,249	$0	$270,000	$270,000	$270,000	$0
422017	SPEC ED-AG. PLACEMENTS & EXCESS COST	$5,460,745	$0	$5,400,000	$5,400,000	$5,400,000	$0
422018	SPECIAL EDUCATION - MEDICAID GRANT	$1,301,367	$76,142	$773,858	$850,000	$850,000	$0
422020	STATE GRANT - OTHER	$193,338	$3,708	$171,292	$175,000	$175,000	$0
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	$546,716	$329,307	$270,693	$600,000	$600,000	$0
488005	MISCELLANEOUS	$120	$0	$15,000	$15,000	$15,000	$0
488014	DEPARTMENT CHARGES	$55,469	$19,924	$30,076	$50,000	$50,000	$0
	TOTAL DEPARTMENT OF EDUCATION	**$121,351,556**	**$429,080**	**$120,548,102**	**$120,977,182**	**$120,977,182**	**$0**
	TOTAL GENERAL FUND REVENUE	**$446,770,736**	**$195,756,710**	**$263,225,963**	**$458,982,673**	**$457,551,465**	**$1,531,658**

1010001 OFFICE OF THE MAYOR

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,074,140	$1,185,427	$194,535	$1,044,217	$1,238,752	$1,257,698	**($18,946)**
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$700	$20,865	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$1,074,840	$1,206,292	$194,535	$1,044,217	$1,238,752	$1,257,698	**($18,946)**
Purch. Professional Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$0	$0	$177	$4,323	$4,500	$4,500	$0
Purch. Other Services (550's)	$2,321	$2,647	$697	$2,803	$3,500	$3,500	$0
Supplies (560's)	$12,510	$14,197	$6,187	$9,313	$15,500	$15,500	$0
Other Objects (580's)	$53,036	$42,809	$20,024	$36,976	$57,000	$57,000	$0
TOTAL	$1,142,706	$1,265,945	$221,619	$1,097,633	$1,319,252	$1,338,198	**($18,946)**
				Bi-Weekly PP posted 10/15/2026		$38,136	

Payroll Projections include salary accrual of: $40,000
Includes projection for filling of existing vacancies - $190,000

1030001 BOARD OF ALDERMEN

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$63,999	$63,999	$16,000	$48,000	$64,000	$64,000	$0
Sub-Total--Personal Services	$63,999	$63,999	$16,000	$48,000	$64,000	$64,000	$0
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$63,999	$63,999	$16,000	$48,000	$64,000	$64,000	$0

1070001 LEGAL DEPARTMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,287,703	$1,180,636	$197,279	$1,642,437	$1,839,716	$1,850,286	**($10,570)**
Personal Services-Overtime (102)	$24,985	$16,499	$1,558	$5,400	$6,958	$0	$6,958
Personal Services-Other (other 100's)	$243,102	$193,595	$51,302	$165,848	$217,150	$217,150	$0
Sub-Total--Personal Services	$1,555,790	$1,390,730	$250,139	$1,813,685	$2,063,824	$2,067,436	($3,612)
Purchased Prof. Services (530's)	$1,094,633	$1,019,925	$92,617	$998,883	$1,091,500	$1,091,500	$0
Purch. Property Services (540's)	$8,229	$7,784	$2,014	$7,886	$9,900	$9,900	$0
Purch. Other Services (550's)	$2,148	$2,166	$905	$2,096	$3,000	$3,000	$0
Supplies (560's)	$28,425	$22,513	$2,942	$27,058	$30,000	$30,000	$0
Property (570's)	$4,346	$550	$0	$10,000	$10,000	$10,000	$0
Other Objects (580's)	$15,955	$23,269	$4,157	$20,643	$24,800	$24,800	$0
TOTAL	$2,709,526	$2,466,936	$352,774	$2,880,250	$3,233,024	$3,236,636	($3,612)

Payroll Projections include salary accrual of: $50,000
Includes projection for filling of existing vacancies - $685,000

Bi-Weekly PP posted 10/15/2026 $45,372
Bi-Weekly Part-Time posted 10/15/2026 $4,727

1100001 CITY CLERK

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$213,772	$238,475	$47,099	$194,670	$241,770	$242,274	($504)
Personal Services-Overtime (102)	$25,282	$18,079	$3,624	$15,376	$19,000	$19,000	$0
Personal Services-Other (other 100's)	$24,417	$308	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$263,470	$256,862	$50,723	$210,046	$260,770	$261,274	($504)
Purch. Property Services (540's)	$2,057	$2,067	$0	$2,150	$2,150	$2,150	$0
Purch. Other Services (550's)	$4,043	$5,121	$87	$7,613	$7,700	$7,700	$0
Supplies (560's)	$2,191	$1,763	$0	$5,000	$5,000	$5,000	$0
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$0	$0	$0	$300	$300	$300	$0
TOTAL	$271,760	$265,814	$50,810	$225,110	$275,920	$276,424	($504)

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $10,000

Bi-Weekly PP posted 10/15/2026 $9,234

1130001 TOWN CLERK

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$507,594	$536,739	$109,548	$454,971	$564,519	$553,626	$10,893
Personal Services-Overtime (102)	$22,810	$5,762	$1,027	$8,973	$10,000	$10,000	$0
Personal Services-Other (other 100's)	$10,401	$1,458	$701	$1,299	$2,000	$2,000	$0
Sub-Total--Personal Services	$540,805	$543,960	$111,276	$465,242	$576,519	$565,626	$10,893
Purch. Property Services (540's)	$51,387	$51,555	$13,694	$51,306	$65,000	$65,000	$0
Purch. Other Services (550's)	$87,350	$97,102	$23,029	$88,971	$112,000	$112,000	$0
Supplies (560's)	$29,898	$33,505	$8,148	$26,852	$35,000	$35,000	$0
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$885	$1,093	$305	$1,045	$1,350	$1,350	$0
TOTAL	$710,324	$727,216	$156,453	$633,416	$789,869	$778,976	$10,893

Payroll Projections include salary accrual of: $22,000
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 10/15/2026 $21,649
Bi-Weekly Part-Time posted 10/15/2026 $509

1160001 DEPARTMENT OF HUMAN RESOURCES

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,045,190	$951,557	$192,906	$839,363	$1,032,268	$1,005,328	$26,940
Personal Services-Overtime (102)	$1,221	$1,041	$0	$10,000	$10,000	$10,000	$0
Personal Services-Other (other 100's)	$7,900	$46,057	$290	$9,710	$10,000	$10,000	$0
Sub-Total--Personal Services	$1,054,312	$998,654	$193,196	$859,073	$1,052,268	$1,025,328	$26,940
Purchased Prof. Services (530's)	$158,611	$188,569	$7,214	$287,786	$295,000	$295,000	$0
Purch. Property Services (540's)	$2,450	$2,521	$609	$2,271	$2,880	$2,880	$0
Purch. Other Services (550's)	$12,228	$6,706	$529	$27,871	$28,400	$28,400	$0
Supplies (560's)	$9,474	$9,908	$221	$10,779	$11,000	$11,000	$0
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$553	$1,669	$0	$3,000	$3,000	$3,000	$0
TOTAL	$1,237,627	$1,208,027	$201,768	$1,190,780	$1,392,548	$1,365,608	$26,940

Payroll Projections include salary accrual of: $40,000
Includes projection for filling of existing vacancies - $45,000

Bi-Weekly PP posted 10/15/2026 $37,718

1190001 REGISTRAR OF VOTERS

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$246,991	$272,832	$53,361	$221,260	$274,621	$272,037	$2,584
Personal Services-Overtime (102)	$0	$1,139	$283	$2,217	$2,500	$2,500	$0
Personal Services-Other (other 100's)	$131,458	$98,600	$47,845	$97,155	$145,000	$145,000	$0
Sub-Total--Personal Services	$378,449	$372,571	$101,489	$320,632	$422,121	$419,537	$2,584
Employee Benefits (520's)	$45	$253	$117	$383	$500	$500	$0
Purchased Prof. Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$16,674	$44,440	$7,496	$39,004	$46,500	$46,500	$0
Purch. Other Services (550's)	$76,916	$79,070	$13,539	$119,461	$133,000	$133,000	$0
Supplies (560's)	$1,310	$2,961	$124	$2,876	$3,000	$3,000	$0
Other Objects (580's)	$2,714	$4,362	$1,310	$4,490	$5,800	$5,800	$0
TOTAL	$476,107	$503,656	$124,075	$486,846	$610,921	$608,337	$2,584

Payroll Projections include salary accrual of: $12,000
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 10/15/2026 $10,463
Bi-Weekly Part-Time posted 10/15/2026 $0

1220001 CITY SHERIFF

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$16,021	$16,021	$3,697	$12,324	$16,021	$16,021	$0
Sub-Total--Personal Services	$16,021	$16,021	$3,697	$12,324	$16,021	$16,021	$0
Employee Benefits (520's)	$4,150	$4,150	$1,038	$3,112	$4,150	$4,150	$0
TOTAL	$20,171	$20,171	$4,735	$15,436	$20,171	$20,171	$0

Payroll Projections include salary accrual of: $0

Bi-Weekly PP posted 10/15/2026 $616

1250001 PROBATE COURT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Purch. Property Services (540's)	$88,124	$106,094	$14,183	$59,417	$73,600	$73,600	$0
Purch. Other Services (550's)	$18,175	$41,985	$9,067	$14,933	$24,000	$24,000	$0
Supplies (560's)	$10,794	$15,794	$1,575	$16,925	$18,500	$18,500	$0
Property (570's)	$2,645	$1,476	$0	$8,000	$8,000	$8,000	$0
TOTAL	$119,738	$165,350	$24,826	$99,274	$124,100	$124,100	$0

2010001 DEPARTMENT OF FINANCE

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$2,261,728	$2,393,483	$375,928	$2,114,940	$2,490,868	$2,419,440	$71,428
Personal Services-Overtime (102)	$8,449	$8,952	$2,264	$17,736	$20,000	$20,000	$0
Personal Services-Other (other 100's)	$34,623	$23,326	$11,184	$4,500	$15,684	$5,650	$10,034
Sub-Total--Personal Services	$2,304,799	$2,425,761	$389,377	$2,137,175	$2,526,552	$2,445,090	$81,462
Purchased Prof. Services (530's)	$149	$174	$0	$1,000	$1,000	$1,000	$0
Purch. Property Services (540's)	$5,329	$5,365	$1,172	$4,828	$6,000	$6,000	$0
Purch. Other Services (550's)	$35,191	$48,484	**($10,012)**	$76,512	$66,500	$66,500	$0
Supplies (560's)	$27,127	$25,930	$2,192	$32,808	$35,000	$35,000	$0
Property (570's)	$10,955	$6,574	$0	$7,500	$7,500	$7,500	$0
Other Objects (580's)	$4,565	$11,768	$246	$7,254	$7,500	$7,500	$0
TOTAL	$2,388,114	$2,524,055	$382,975	$2,267,077	$2,650,052	$2,568,590	$81,462

Payroll Projections include salary accrual of: $100,000
Includes projection for filling of existing vacancies - $75,000

Bi-Weekly PP posted 10/15/2026 $96,997

2040001 DEPARTMENT OF ASSESSMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$621,798	$691,906	$138,950	$640,935	$779,885	$750,823	$29,062
Personal Services-Overtime (102)	$9,187	$8,510	$219	$11,781	$12,000	$12,000	$0
Personal Services-Other (other 100's)	$19,285	$3,398	$0	$5,455	$5,455	$5,455	$0
Sub-Total--Personal Services	$650,271	$703,814	$139,169	$658,171	$797,340	$768,278	$29,062
Employee Benefits (520's)	$3,867	$3,941	$859	$12,841	$13,700	$13,700	$0
Purchased Prof. Services (530's)	$31,796	$34,711	$24,455	$35,535	$59,990	$59,990	$0
Purch. Property Services (540's)	$5,685	$5,740	$1,478	$6,522	$8,000	$8,000	$0
Purch. Other Services (550's)	$48,824	$53,259	$695	$30,305	$31,000	$31,000	$0
Supplies (560's)	$3,660	$5,742	$803	$7,497	$8,300	$8,300	$0
Other Objects (580's)	$2,065	$2,000	$0	$2,755	$2,755	$2,755	$0
TOTAL	$746,168	$809,207	$167,459	$753,626	$921,085	$892,023	$29,062

Payroll Projections include salary accrual of: $28,000 Bi-Weekly PP posted 10/15/2026 $27,397
Includes projection for filling of existing vacancies - $65,000

2070002 DEPARTMENT OF REVENUE COLLECTION

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$873,228	$954,656	$177,314	$850,425	$1,027,739	$1,062,342	($34,603)
Personal Services-Overtime (102)	$14,089	$9,257	$8,619	$6,381	$15,000	$15,000	$0
Personal Services-Other (other 100's)	$78,623	$0	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$965,940	$963,913	$185,933	$856,806	$1,042,739	$1,077,342	($34,603)
Purchased Prof. Services (530's)	$17,195	$18,152	$9,147	$11,303	$20,450	$20,450	$0
Purch. Property Services (540's)	$7,710	$8,018	$5,088	$15,112	$20,200	$20,200	$0
Purch. Other Services (550's)	$165,504	$188,678	$25,785	$186,810	$212,595	$212,595	$0
Supplies (560's)	$8,230	$12,535	$35	$14,665	$14,700	$14,700	$0
Property (570's)	$2,561	$2,600	$50	$2,950	$3,000	$3,000	$0
Other Objects (580's)	$912	$1,217	$966	$4,559	$5,525	$5,525	$0
TOTAL	$1,168,052	$1,195,113	$227,005	$1,092,204	$1,319,209	$1,353,812	($34,603)

Payroll Projections include salary accrual of: $40,000 Bi-Weekly PP posted 10/15/2026 $32,771
Includes projection for filling of existing vacancies - $155,000

2100001 DEPARTMENT OF PURCHASING

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$315,003	$329,092	$64,841	$269,280	$334,121	$324,196	$9,925
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$3,115	$0	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$318,118	$329,092	$64,841	$269,280	$334,121	$324,196	$9,925
Purch. Property Services (540's)	$1,328	$1,086	$121	$1,679	$1,800	$1,800	$0
Purch. Other Services (550's)	$16,103	$17,313	$449	$19,651	$20,100	$20,100	$0
Supplies (560's)	$1,393	$1,888	$0	$3,000	$3,000	$3,000	$0
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$336,942	$349,379	$65,411	$293,610	$359,021	$349,096	$9,925
				Bi-Weekly PP posted 10/15/2026		$12,714	

Payroll Projections include salary accrual of: $15,000
Includes projection for filling of existing vacancies - $0

2130001 DEPARTMENT OF AUDIT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$170,259	$135,312	$21,364	$149,042	$170,406	$172,250	($1,844)
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$0	$1,422	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$170,259	$136,734	$21,364	$149,042	$170,406	$172,250	($1,844)
Purchased Prof. Services (530's)	$699	$0	$0	$2,000	$2,000	$2,000	$0
Supplies (560's)	$295	$20	$3	$1,497	$1,500	$1,500	$0
Property (570's)	$0	$0	$0	$10,560	$10,560	$10,560	$0
Other Objects (580's)	$2,580	$765	$0	$2,250	$2,250	$2,250	$0
TOTAL	$173,833	$137,519	$21,367	$165,349	$186,716	$188,560	($1,844)
				Bi-Weekly PP posted 10/15/2026		$3,152	

Payroll Projections include salary accrual of: $6,000
Includes projection for filling of existing vacancies - $80,000

2190001 DEPARTMENT OF BUDGET CONTROL

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$181,486	$261,408	$59,166	$249,308	$308,474	$290,791	$17,683
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$3,477	$3,477	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$184,963	$264,885	$59,166	$249,308	$308,474	$290,791	$17,683
Purch. Other Services (550's)	$2,251	$2,045	$57	$2,643	$2,700	$2,700	$0
Supplies (560's)	$1,961	$1,174	$0	$2,800	$2,800	$2,800	$0
Other Objects (580's)	$0	$0	$0	$150	$150	$150	$0
TOTAL	$189,175	$268,104	$59,223	$254,900	$314,124	$296,441	$17,683

Payroll Projections include salary accrual of: $12,000
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 10/15/2026 $11,865

2220001 DEPT. OF INFORMATION TECHNOLOGY

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,286,786	$1,454,148	$289,457	$1,195,139	$1,484,596	$1,410,533	$74,063
Personal Services-Overtime (102)	$3,075	$8,195	$1,093	$2,907	$4,000	$4,000	$0
Personal Services-Other (other 100's)	$37,285	$40,732	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$1,327,145	$1,503,075	$290,550	$1,198,046	$1,488,596	$1,414,533	$74,063
Purchased Prof. Services (530's)	$485	$684	$0	$16,875	$16,875	$16,875	$0
Purch. Property Services (540's)	$746,429	$1,121,263	$705,481	$465,473	$1,170,954	$1,170,954	$0
Purch. Other Services (550's)	$294,030	$314,655	$57,430	$301,407	$358,837	$358,837	$0
Supplies (560's)	$1,451	$2,172	$413	$4,587	$5,000	$5,000	$0
Property (570's)	$12,022	$12,965	$1,615	$17,785	$19,400	$19,400	$0
Other Objects (580's)	$9,996	$9,010	$1,521	$7,529	$9,050	$9,050	$0
TOTAL	$2,391,559	$2,963,824	$1,057,011	$2,011,702	$3,068,712	$2,994,649	$74,063

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $60,000

Bi-Weekly PP posted 10/15/2026 $56,757

3010001 POLICE DEPARTMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$29,919,983	$31,991,420	$7,234,526	$26,489,829	$33,724,355	$33,747,334	**($22,979)**
Personal Services-Overtime (102)	$3,909,751	$4,336,288	$657,313	$2,542,687	$3,200,000	$3,200,000	$0
Personal Services-Other (other 100's)	$1,664,638	$2,049,849	$100,740	$1,575,420	$1,676,160	$1,676,160	$0
Sub-Total--Personal Services	$35,494,372	$38,377,557	$7,992,579	$30,607,936	$38,600,515	$38,623,494	**($22,979)**
Employee Benefits (520's)	$573,961	$579,306	$113,687	$429,478	$543,165	$543,165	$0
Purchased Prof. Services (530's)	$3,257,551	$3,274,038	$1,532,224	$1,742,745	$3,274,969	$3,274,969	$0
Purch. Property Services (540's)	$1,999,659	$2,277,598	$357,369	$3,676,698	$4,034,067	$4,034,067	$0
Purch. Other Services (550's)	$165,066	$155,173	$20,432	$152,758	$173,190	$173,190	$0
Supplies (560's)	$948,060	$1,074,355	$150,967	$920,545	$1,071,512	$1,071,512	$0
Property (570's)	$75,386	$115,307	$11,478	$105,022	$116,500	$116,500	$0
Other Objects (580's)	$10,765	$9,934	$4,386	$8,759	$13,145	$13,145	$0
Other Uses (590's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$42,524,820	$45,863,268	$10,183,122	$37,643,941	$47,827,063	$47,850,042	**($22,979)**

Payroll Projections include salary accrual of: $800,000
Includes Workers Compensation credit of - $275,000
Includes DOE credit for SRO positions of - $745,000
Includes COPS Grant credit of - $593,000
Vacant positions create savings in regular salaries but increase use of overtime
Includes projection for filling existing vacancies - $2,125,000

Bi-Weekly PP posted 10/15/2026	$75,677
Weekly PP posted 10/15/2026	$591,607
Current Year Weekly Average Overtime	$56,301
Last Year's Average Weekly OT	$83,390

3100001 FIRE DEPARTMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$19,182,745	$20,361,832	$4,445,212	$17,385,696	$21,830,908	$20,688,987	$1,141,921
Personal Services-Overtime (102)	$2,533,976	$2,467,431	$881,797	$2,018,203	$2,900,000	$2,300,000	$600,000
Personal Services-Other (other 100's)	$1,736,177	$1,434,501	$104,273	$1,120,102	$1,224,375	$1,224,375	$0
Sub-Total--Personal Services	$23,452,898	$24,263,764	$5,431,282	$20,524,001	$25,955,283	$24,213,362	$1,741,921
Employee Benefits (520's)	$132,908	$139,208	$1,621	$150,379	$152,000	$152,000	$0
Purchased Prof. Services (530's)	$70,918	$77,351	($2,754)	$90,754	$88,000	$88,000	$0
Purch. Property Services (540's)	$520,216	$539,374	$75,674	$547,436	$623,110	$623,110	$0
Purch. Other Services (550's)	$78,360	$84,443	$13,168	$85,832	$99,000	$99,000	$0
Supplies (560's)	$717,621	$710,524	$109,605	$666,520	$776,125	$776,125	$0
Property (570's)	$112,804	$109,500	$16,223	$115,877	$132,100	$132,100	$0
Other Objects (580's)	$1,407	$3,089	$2,896	$12,104	$15,000	$15,000	$0
Other Uses (590's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$25,087,132	$25,927,251	$5,647,716	$22,192,902	$27,840,618	$26,098,697	$1,741,921

Payroll Projections include salary accrual of: $500,000
Includes Workers Compensation credit of - $50,000
Vacant positions create savings in regular salaries but increase use of overtime
Includes projection for filling of existing vacancies - $1,250,000

Bi-Weekly PP posted 10/15/2026	$22,263
Weekly PP posted 10/15/2026	$381,011
Current Year Weekly Average Overtime	$75,718
Last Year's Average Weekly OT	$47,451

48 DEPARTMENT OF PUBLIC WORKS

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$10,545,977	$11,071,916	$2,281,657	$9,673,972	$11,955,629	$11,938,349	$17,280
Personal Services-Overtime (102)	$1,082,680	$1,359,146	$182,037	$771,963	$954,000	$954,000	$0
Personal Services-Other (other 100's)	$1,607,034	$1,701,543	$764,912	$1,365,176	$2,130,088	$2,108,411	$21,677
Sub-Total--Personal Services	$13,235,691	$14,132,604	$3,228,607	$11,811,110	$15,039,717	$15,000,760	$38,957
Employee Benefits (520's)	$84,591	$94,662	$5,406	$102,692	$108,097	$108,097	$0
Purchased Prof. Services (530's)	$312,182	$342,305	$5,025	$387,325	$392,350	$392,350	$0
Purch. Property Services (540's)	$7,737,923	$7,765,333	$1,313,869	$8,107,599	$9,421,468	$9,421,468	$0
Purch. Other Services (550's)	$40,983	$43,027	$6,561	$48,676	$55,237	$55,237	$0
Supplies (560's)	$2,852,446	$2,965,032	$459,719	$2,730,489	$3,190,208	$3,190,208	$0
Property (570's)	$4,863	$12,740	$664	$15,336	$16,000	$16,000	$0
Other Objects (580's)	$71,509	$73,878	$13,478	$86,136	$99,614	$99,614	$0
Other Uses (590's)	$50,000	$0	$0	$0	$0	$0	$0
TOTAL	$24,390,188	$25,429,580	$5,033,329	$23,289,363	$28,322,691	$28,283,734	$38,957

Department wide payroll	
Bi-Weekly PP posted 10/15/2026	$143,335
Weekly PP posted 10/15/2026	$142,907
	$286,242

5010001 CITY PLAN

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$333,190	$349,353	$68,918	$409,691	$478,609	$492,310	**($13,701)**
Personal Services-Overtime (102)	$0	$0	$0	$4,500	$4,500	$4,500	$0
Personal Services-Other (other 100's)	$2,352	$2,352	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$335,542	$351,705	$68,918	$414,191	$483,109	$496,810	**($13,701)**
Employee Benefits (520's)	$318	$393	$32	$968	$1,000	$1,000	$0
Purchased Prof. Services (530's)	$1,578	$4,737	$962	$4,039	$5,000	$5,000	$0
Purch. Property Services (540's)	$3,975	$4,143	$814	$5,186	$6,000	$6,000	$0
Purch. Other Services (550's)	$17,894	$23,039	$4,631	$21,869	$26,500	$26,500	$0
Supplies (560's)	$2,113	$1,565	$283	$2,217	$2,500	$2,500	$0
Property (570's)	$1,059	$0	$0	$1,500	$1,500	$1,500	$0
Other Objects (580's)	$6,204	$8,760	$0	$9,200	$9,200	$9,200	$0
TOTAL	$368,683	$394,342	$75,639	$459,170	$534,809	$548,510	**($13,701)**

Includes projection for filling of existing vacancies - $140,000 Bi-Weekly PP posted 10/15/2026 $12,735
Payroll Projections include salary accrual of: $15,000

5040001 DEPARTMENT OF INSPECTIONS

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$903,346	$977,122	$183,127	$891,612	$1,074,739	$1,056,473	$18,266
Personal Services-Overtime (102)	$3,680	$1,674	$2,113	$5,887	$8,000	$8,000	$0
Personal Services-Other (other 100's)	$127,678	$20,798	**($1,818)**	$62,678	$60,860	$60,860	$0
Sub-Total--Personal Services	$1,034,704	$999,594	$183,423	$960,176	$1,143,599	$1,125,333	$18,266
Employee Benefits (520's)	$33,586	$31,567	$3,013	$36,987	$40,000	$40,000	$0
Purchased Prof. Services (530's)	$0	$0	$0	$1,000	$1,000	$1,000	$0
Purch. Other Services (550's)	$3,528	$3,357	$741	$4,159	$4,900	$4,900	$0
Supplies (560's)	$9,389	$8,558	$709	$13,291	$14,000	$14,000	$0
Property (570's)	$2,768	$3,241	$0	$8,000	$8,000	$8,000	$0
Other Objects (580's)	$2,992	$3,630	$890	$6,310	$7,200	$7,200	$0
TOTAL	$1,086,968	$1,049,947	$188,776	$1,029,923	$1,218,699	$1,200,433	$18,266

Includes projection for filling of existing vacancies - $120,000 Bi-Weekly PP posted 10/15/2026 $36,581
Payroll Projections include salary accrual of: $40,000

601 HEALTH DEPARTMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$4,089,176	$4,601,193	$678,326	$4,516,688	$5,195,014	$5,103,360	$91,654
Personal Services-Overtime (102)	$39,181	$74,014	$10,708	$29,292	$40,000	$40,000	$0
Personal Services-Other (other 100's)	$782,414	$683,670	$14,198	$286,708	$300,905	$300,905	$0
Sub-Total--Personal Services	$4,910,771	$5,358,876	$703,232	$4,832,687	$5,535,919	$5,444,265	$91,654
Employee Benefits (520's)	$1,450	$1,620	$0	$1,740	$1,740	$1,740	$0
Purchased Prof. Services (530's)	$494	$291	$0	$2,300	$2,300	$2,300	$0
Purch. Property Services (540's)	$4,501	$4,264	$186	$6,039	$6,225	$6,225	$0
Purch. Other Services (550's)	$14,961	$17,595	$2,925	$15,775	$18,700	$18,700	$0
Supplies (560's)	$31,081	$36,926	$9,493	$29,007	$38,500	$38,500	$0
Other Objects (800's)	$44,697	$42,453	$5,082	$49,792	$54,874	$54,874	$0
TOTAL	$5,007,956	$5,462,026	$720,917	$4,937,341	$5,658,258	$5,566,604	$91,654

Includes projection for filling of existing vacancies - $50,000
Payroll Projections include salary accrual of: $200,000

Bi-Weekly PP posted 10/15/2026	$198,334
Weekly PP posted 10/15/2026	$0
Seasonal Wages posted 10/15/2026	$0

603 WATERBURY SENIOR CENTER

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$182,871	$190,166	$37,752	$158,047	$195,799	$186,502	$9,297
Personal Services-Overtime (102)	$0	$0	$0	$0	$0	$0	$0
Personal Services-Other (other 100's)	$24,548	$43,215	$8,143	$41,857	$50,000	$50,000	$0
Sub-Total--Personal Services	$207,419	$233,381	$45,894	$199,904	$245,799	$236,502	$9,297
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)	$75,258	$73,093	$23,014	$60,545	$83,559	$83,559	$0
Purch. Other Services (550's)	$5,116	$3,750	$1,048	$4,952	$6,000	$6,000	$0
Supplies (560's)	$31,904	$31,793	$6,016	$38,984	$45,000	$45,000	$0
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$319,697	$342,018	$75,973	$304,385	$380,358	$371,061	$9,297

Includes projection for filling of existing vacancies - $0
Payroll Projections include salary accrual of: $10,000

Bi-Weekly PP posted 10/15/2026	$7,402

7010001 SILAS BRONSON LIBRARY

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,462,436	$1,610,727	$332,733	$1,357,973	$1,690,706	$1,678,958	$11,748
Personal Services-Overtime (102)	$6,641	$6,096	$569	$9,431	$10,000	$10,000	$0
Personal Services-Other (other 100's)	$65,956	$88,446	$14,132	$76,273	$90,405	$90,405	$0
Sub-Total--Personal Services	$1,535,033	$1,705,269	$347,435	$1,443,676	$1,791,111	$1,779,363	$11,748
Employee Benefits (520's)	$1,037	$1,022	$0	$1,050	$1,050	$1,050	$0
Purch. Property Services (540's)	$186,829	$215,069	$35,888	$303,612	$339,500	$339,500	$0
Purch. Other Services (550's)	$1,382	$1,470	$363	$1,637	$2,000	$2,000	$0
Supplies (560's)	$63,899	$68,941	$20,157	$66,643	$86,800	$86,800	$0
Property (570's)	$209,363	$220,000	$176,606	$48,394	$225,000	$225,000	$0
Other Objects (580's)	$2,360	$7,075	$1,649	$10,351	$12,000	$12,000	$0
TOTAL	$1,999,903	$2,218,846	$582,097	$1,875,364	$2,457,461	$2,445,713	$11,748

Payroll Projections include salary accrual of: $65,000
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 10/15/2026	$57,077
Weekly PP posted 10/15/2026	$3,411
Bi-Weekly Part-Time posted 10/15/2026	$2,901

1001 DEBT AND SUNDRY

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Employee Benefits (520's)							
ER FICA Costs - General Gov.	$785,706	$840,665	$186,309	$628,691	$815,000	$815,000	$0
ER FICA Costs - Education	$1,166,024	$1,114,634	$134,703	$1,092,297	$1,227,000	$1,227,000	$0
ER Medicare Costs - General Gov.	$1,446,511	$1,551,436	$329,820	$1,205,180	$1,535,000	$1,535,000	$0
ER Medicare Costs - Education	$2,630,638	$2,664,380	$358,366	$2,416,634	$2,775,000	$2,775,000	$0
ER 401(A) Match - General Gov.	$324,701	$339,821	$101,272	$233,728	$335,000	$335,000	$0
ER 401(A) Match - Education	$81,048	$83,426	$30,654	$58,346	$89,000	$89,000	$0
Employer Drop Plan Contribution	$121,866	$128,101	$33,036	$101,964	$135,000	$135,000	$0
Group Life Insurance - General Gov.	$332,711	$340,468	$73,084	$259,916	$333,000	$333,000	$0
Group Life Insurance - Education	$595,596	$615,551	$73,714	$496,286	$570,000	$570,000	$0
Major Medical Health Ins. - Actives	$29,540,773	$25,906,508	$29,572,278	$0	$29,572,278	$29,572,278	$0
Major Medical Health Ins. - Retired	$39,959,227	$39,093,492	$37,427,722	$0	$37,427,722	$37,427,722	$0
Unemployment Comp. - General Gov.	$70,792	$97,128	$0	$100,000	$100,000	$100,000	$0
Unemployment Comp. - Education	$228,230	$201,839	$0	$250,000	$250,000	$250,000	$0
Heart and Hypertension Contribution	$1,200,000	$700,000	$700,000	$0	$700,000	$700,000	$0
Purchased Prof. Services (530's)							
Professional Services	$203,864	$98,587	$5,074	$244,926	$250,000	$250,000	$0
Auditing	$117,000	$99,159	$60,000	$62,000	$122,000	$122,000	$0
Purch. Other Services (550's)							
General Liability	$2,700,000	$3,050,000	$3,300,000	$0	$3,300,000	$3,300,000	$0
Property Insurance	$1,800,000	$1,950,000	$2,300,000	$0	$2,300,000	$2,300,000	$0
Other Objects (580's)							
Municipal Groups	$399,803	$397,364	$225,899	$174,101	$400,000	$400,000	$0
Holiday Activities	$55,500	$55,500	$40,000	$15,500	$55,500	$55,500	$0
Senior Citizen Activities	$129,507	$419,386	$9,565	$530,435	$540,000	$540,000	$0
Area Health Systems	$17,000	$17,000	$0	$17,000	$17,000	$17,000	$0
Culture/Youth Activities	$352,000	$352,000	$135,000	$195,500	$330,500	$330,500	$0
Mayor's Council on Culture	$40,000	$39,990	$26,530	$13,470	$40,000	$40,000	$0
Taxes to Other Towns	$25,545	$9,082	$2,553	$32,447	$35,000	$35,000	$0
Worker's Compensation	$6,500,000	$5,500,000	$5,000,000	$0	$5,000,000	$5,000,000	$0
Waterbury Promise	$500,000	$500,000	$500,000	$0	$500,000	$500,000	$0
Waterbury Land Bank	$300,000	$300,000	$75,000	$225,000	$300,000	$300,000	$0
Other Uses (590's)							
Transfers to Capital Improvement Funds	$4,450,000	$500,000	$500,000	$0	$500,000	$500,000	$0
Transfers to Debt Service	$22,500,000	$22,000,000	$22,000,000	$0	$22,000,000	$22,000,000	$0
Transfer to WDC	$1,250,000	$1,250,000	$462,500	$1,387,500	$1,850,000	$1,850,000	$0
Transfer to Special Revenue Fund	$1,790,000	$600,000	$0	$600,000	$600,000	$600,000	$0
Transfer to Vehicle Replacement Fund	$1,500,000	$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	$100,000	$25,000	$0	$25,000	$25,000	$25,000	$0
Transfer to Community Development	$0	$135,000	$0	$138,000	$138,000	$138,000	$0
Contingency	$0	$0	$0	$4,700,000	$4,700,000	$4,700,000	$0
Accruals	$0	$0	$0	$0	$0	$0	$0
TOTAL	$123,214,043	$112,475,517	$105,163,080	$15,203,920	$120,367,000	$120,367,000	$0

1019 RETIREMENT BOARD

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Transfers to Pension Plan	$24,709,249	$26,282,479	$27,253,550	$0	$27,253,550	$27,253,550	$0
Purchased Prof. Services (530's)	$75,553	$61,740	$11,180	$88,820	$100,000	$100,000	$0
Purch. Other Services (550's)	$0	$0	$69	$931	$1,000	$1,000	$0
Other Objects (580's)	$0	$0	$0	$1,000	$1,000	$1,000	$0
Transfers to Debt Service	$24,334,860	$23,484,180	$22,633,500	$0	$22,633,500	$22,633,500	$0
TOTAL	$49,119,662	$49,828,399	$49,898,299	$90,751	$49,989,050	$49,989,050	$0
GENERAL GOVERNMENT EXP.	**$287,264,855**	**$283,925,506**	**$180,702,457**	**$120,542,273**	**$301,244,731**	**$299,176,465**	**$2,068,266**

800 DEPARTMENT OF EDUCATION

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$84,435,721	$79,594,491	$11,411,689	$62,433,616	$73,845,306	$74,057,875	**($212,570)**
Personal Services-Overtime	$1,388,878	$905,902	$163,597	$1,011,403	$1,175,000	$1,175,000	$0
Personal Services-Early Incentive	$1,372,677	$711,075	$436,150	$100,000	$536,150	$323,580	$212,570
Sub-Total--Personal Services	$87,197,276	$81,211,468	$12,011,435	$63,545,020	$75,556,455	$75,556,455	$0
Employee Benefits (520's)	$10,130,428	$11,127,023	$25,341	$11,094,459	$11,119,800	$11,119,800	$0
Purchased Prof. Services (530's)	$4,978,218	$6,064,983	$383,711	$4,464,659	$4,848,370	$4,848,370	$0
Purch. Property Services (540's)	$7,247,076	$7,329,055	$1,309,530	$6,211,477	$7,521,007	$7,521,007	$0
Purch. Other Services (550's)	$41,724,082	$43,377,624	$3,211,140	$49,610,173	$52,821,312	$52,821,312	$0
Supplies (560's)	$4,595,178	$5,073,093	$919,240	$4,564,412	$5,483,652	$5,483,652	$0
Property (570's)	$202,341	$188,783	$57,802	$156,092	$213,894	$213,894	$0
Other Objects (580's)	$596,605	$600,946	$551,533	$69,117	$620,650	$620,650	$0
Transfers (590's)	$1,691,556	$3,303,558	$59,860	$130,000	$189,860	$189,860	$0
TOTAL EDUCATION EXP.	**$158,362,759**	**$158,276,532**	**$18,529,592**	**$139,845,408**	**$158,375,000**	**$158,375,000**	**$0**
TOTAL GENERAL FUND EXP.	**$445,627,614**	**$442,202,038**	**$199,232,050**	**$260,387,681**	**$459,619,731**	**$457,551,465**	**$2,068,266**

48 DEPARTMENT OF PUBLIC WORKS

DEPARTMENT SUMMARY PAGE

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$10,545,977	$11,071,916	$2,281,657	$9,673,972	$11,955,629	$11,938,349	$17,280
Personal Services-Overtime (102)	$1,082,680	$1,359,146	$182,037	$771,963	$954,000	$954,000	$0
Personal Services-Other (other 100's)	$1,607,034	$1,701,543	$764,912	$1,365,176	$2,130,088	$2,108,411	$21,677
Sub-Total--Personal Services	$13,235,691	$14,132,604	$3,228,607	$11,811,110	$15,039,717	$15,000,760	$38,957
Employee Benefits (520's)	$84,591	$94,662	$5,406	$102,692	$108,097	$108,097	$0
Purchased Prof. Services (530's)	$312,182	$342,305	$5,025	$387,325	$392,350	$392,350	$0
Purch. Property Services (540's)	$7,737,923	$7,765,333	$1,313,869	$8,107,599	$9,421,468	$9,421,468	$0
Purch. Other Services (550's)	$40,983	$43,027	$6,561	$48,676	$55,237	$55,237	$0
Supplies (560's)	$2,852,446	$2,965,032	$459,719	$2,730,489	$3,190,208	$3,190,208	$0
Property (570's)	$4,863	$12,740	$664	$15,336	$16,000	$16,000	$0
Other Objects (580's)	$71,509	$73,878	$13,478	$86,136	$99,614	$99,614	$0
Other Uses (590's)	$50,000	$0	$0	$0	$0	$0	$0
TOTAL	$24,390,188	$25,429,580	$5,033,329	$23,289,363	$28,322,691	$28,283,734	$38,957

Department-wide payroll

Bi-Weekly PP posted 10/15/2026	$143,335
Weekly PP posted 10/15/2026	$142,907
	$286,242

4010001 OFFICE OF DIRECTOR OF PUBLIC WORKS

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$701,185	$733,354	$145,048	$614,006	$759,054	$716,539	$42,515
Personal Services-Overtime (102)	$1,651	$989	$0	$2,000	$2,000	$2,000	$0
Personal Services-Other (other 100's)	$3,109	$3,109	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$705,945	$737,452	$145,048	$616,006	$761,054	$718,539	$42,515
Employee Benefits (520's)	$0	$0	$0	$0	$0	$0	$0
Purchased Prof. Services (530's)	$2,375	$0	$0	$2,500	$2,500	$2,500	$0
Purch. Property Services (540's)	$6,760	$13,109	$7,949	$6,099	$14,047	$14,047	$0
Purch. Other Services (550's)	$40,151	$42,570	$6,561	$43,876	$50,437	$50,437	$0
Supplies (560's)	$12,195	$10,945	$636	$12,864	$13,500	$13,500	$0
Property (570's)	$1,167	$1,021	$434	$1,566	$2,000	$2,000	$0
Other Objects (580's)	$5,892	$5,970	$343	$16,022	$16,365	$16,365	$0
TOTAL	$774,484	$811,067	$160,971	$698,932	$859,903	$817,388	$42,515

Payroll Projections include salary accrual of: $30,000
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 10/15/2026 $28,300

4040001 DEPARTMENT OF ENGINEERING

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,242,618	$1,339,833	$272,976	$1,365,072	$1,638,048	$1,645,918	**($7,870)**
Personal Services-Overtime (102)	$11,887	$20,505	$2,024	$12,976	$15,000	$15,000	$0
Personal Services-Other (other 100's)	$73,950	$131,144	$44,847	$43,691	$88,538	$88,538	$0
Sub-Total--Personal Services	$1,328,454	$1,491,482	$319,847	$1,421,738	$1,741,586	$1,749,456	**($7,870)**
Employee Benefits (520's)	$3,362	$3,029	$0	$5,000	$5,000	$5,000	$0
Purchased Prof. Services (530's)	$291,332	$304,355	$125	$356,875	$357,000	$357,000	$0
Purch. Property Services (540's)	$87,317	$118,393	$26,248	$116,752	$143,000	$143,000	$0
Purch. Other Services (550's)	$0	$0	$0	$3,500	$3,500	$3,500	$0
Supplies (560's)	$25,084	$38,081	$6,160	$35,340	$41,500	$41,500	$0
Property (570's)	$666	$7,876	$0	$10,000	$10,000	$10,000	$0
Other Objects (580's)	$2,470	$1,974	$55	$9,434	$9,489	$9,489	$0
TOTAL	$1,738,685	$1,965,191	$352,435	$1,958,640	$2,311,075	$2,318,945	**($7,870)**

Payroll Projections include salary accrual of: $65,000
Includes projection for filling of existing vacancies - $205,000

Bi-Weekly PP posted 10/15/2026 $54,754
Weekly PP posted 10/15/2026 $0

4070001 PARKS DEPARTMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,525,899	$1,644,821	$353,183	$1,368,486	$1,721,669	$1,710,006	$11,663
Personal Services-Overtime (102)	$275,533	$293,119	$90,231	$104,769	$195,000	$195,000	$0
Personal Services-Other (other 100's)	$158,677	$152,604	$45,451	$222,451	$267,902	$267,902	$0
Sub-Total--Personal Services	$1,960,108	$2,090,544	$488,865	$1,695,706	$2,184,571	$2,172,908	$11,663
Employee Benefits (520's)	$7,978	$9,087	$0	$9,700	$9,700	$9,700	$0
Purch. Property Services (540's)	$604,928	$630,165	$61,194	$673,110	$734,304	$734,304	$0
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$0	$0
Supplies (560's)	$260,115	$216,210	$42,089	$250,911	$293,000	$293,000	$0
Property (570's)	$0	$0	$0	$0	$0	$0	$0
Other Objects (580's)	$1,015	$1,195	$0	$4,000	$4,000	$4,000	$0
Other Uses (590's)	$50,000	$0	$0	$0	$0	$0	$0
TOTAL	$2,884,144	$2,947,202	$592,148	$2,633,427	$3,225,575	$3,213,912	$11,663

Payroll Projections include salary accrual of: $55,000
Includes projection for filling of existing vacancies - $30,000

Bi-Weekly PP posted 10/15/2026	$8,604
Weekly PP posted 10/15/2026	$27,785
Seasonal Wages posted 10/15/2026	$4,357

4070002 DEPARTMENT OF PUBLIC BUILDINGS

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,127,431	$1,204,468	$250,101	$978,728	$1,228,830	$1,259,910	($31,080)
Personal Services-Overtime (102)	$55,083	$69,029	$16,227	$58,773	$75,000	$75,000	$0
Personal Services-Other (other 100's)	$2,369	$2,369	$13,027	$9,000	$22,027	$350	$21,677
Sub-Total--Personal Services	$1,184,884	$1,275,867	$279,356	$1,046,501	$1,325,857	$1,335,260	($9,403)
Employee Benefits (520's)	$20,528	$23,802	$3,960	$22,140	$26,100	$26,100	$0
Purch. Property Services (540's)	$1,382,988	$1,307,211	$125,794	$1,558,666	$1,684,460	$1,684,460	$0
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$0	$0
Supplies (560's)	$490,848	$652,329	$54,174	$633,826	$688,000	$688,000	$0
TOTAL	$3,079,248	$3,259,208	$463,284	$3,261,133	$3,724,417	$3,733,820	($9,403)

Payroll Projections include salary accrual of: $30,000
Includes projection for filling of existing vacancies - $120,000

Bi-Weekly PP posted 10/15/2026	$4,284
Weekly PP posted 10/15/2026	$18,576

4070003 BUREAU OF LEISURE

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$504,300	$525,251	$94,339	$435,908	$530,247	$523,110	$7,137
Personal Services-Overtime (102)	$44,696	$61,770	$3,360	$26,640	$30,000	$30,000	$0
Personal Services-Other (other 100's)	$1,111,205	$1,124,690	$618,453	$823,100	$1,441,553	$1,441,553	$0
Sub-Total--Personal Services	$1,660,201	$1,711,710	$716,152	$1,285,648	$2,001,800	$1,994,663	$7,137
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)	$5,641	$9,599	$4,499	$10,501	$15,000	$15,000	$0
Supplies (560's)	$5,851	$8,452	$905	$9,195	$10,100	$10,100	$0
Other Objects (580's)	$6,029	$7,005	$0	$9,000	$9,000	$9,000	$0
TOTAL	$1,677,723	$1,736,766	$721,556	$1,314,344	$2,035,900	$2,028,763	$7,137

Payroll Projections include salary accrual of: $20,000
Includes projection for filling of existing vacancies - $40,000

Bi-Weekly PP posted 10/15/2026 $18,795
Seasonal Wages posted 10/15/2026 $26,729

4100001 CENTRAL VEHICLE MAINTENANCE

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,247,090	$1,298,038	$274,581	$1,080,224	$1,354,805	$1,358,572	($3,767)
Personal Services-Overtime (102)	$109,396	$123,740	$8,231	$81,769	$90,000	$90,000	$0
Personal Services-Other (other 100's)	$14,668	$42,977	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$1,371,154	$1,464,756	$282,813	$1,161,993	$1,444,805	$1,448,572	($3,767)
Employee Benefits (520's)	$7,205	$7,156	$1,398	$7,192	$8,589	$8,589	$0
Purchased Prof. Services (530's)	$2,700	$3,350	$0	$4,000	$4,000	$4,000	$0
Purch. Property Services (540's)	$300,482	$301,639	$47,280	$258,220	$305,500	$305,500	$0
Purch. Other Services (550's)	$832	$457	$0	$1,000	$1,000	$1,000	$0
Supplies (560's)	$516,385	$532,610	$139,620	$403,130	$542,750	$542,750	$0
Property (570's)	$3,031	$3,843	$230	$3,770	$4,000	$4,000	$0
Other Objects (580's)	$8,004	$9,694	$1,000	$10,500	$11,500	$11,500	$0
TOTAL	$2,209,792	$2,323,504	$472,340	$1,849,804	$2,322,144	$2,325,911	($3,767)

Includes projection for filling of existing vacancies - $55,000
Payroll Projections include salary accrual of: $30,000

Bi-Weekly PP posted 10/15/2026 $8,213
Weekly PP posted 10/15/2026 $20,774

4100002 REFUSE COLLECTION

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$2,709,788	$2,757,037	$576,680	$2,332,370	$2,909,050	$2,911,470	**($2,420)**
Personal Services-Overtime (102)	$229,152	$230,434	$47,068	$167,932	$215,000	$215,000	$0
Personal Services-Other (other 100's)	$188,075	$173,886	$24,999	$207,777	$232,776	$232,776	$0
Sub-Total--Personal Services	$3,127,015	$3,161,357	$648,747	$2,708,079	$3,356,826	$3,359,246	($2,420)
Employee Benefits (520's)	$22,244	$23,175	$0	$26,850	$26,850	$26,850	$0
Purchased Prof. Services (530's)	$0	$0	$0	$0	$0	$0	$0
Purch. Property Services (540's)	$5,117,884	$5,204,866	$1,027,865	$5,213,540	$6,241,405	$6,241,405	$0
Supplies (560's)	$160,316	$115,210	$925	$125,575	$126,500	$126,500	$0
Other Objects (580's)	$0	$0	$0	$0	$0	$0	$0
TOTAL	$8,427,460	$8,504,608	$1,677,537	$8,074,044	$9,751,581	$9,754,001	($2,420)

Includes projection for filling of existing vacancies - $120,000
Payroll Projections include salary accrual of: $75,000

Bi-Weekly PP posted 10/15/2026	$8,510
Weekly PP posted 10/15/2026	$49,180
Seasonal Wages posted 10/15/2026	$5,054

4100003 STREET DEPARTMENT

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$1,247,515	$1,312,185	$262,701	$1,297,096	$1,559,797	$1,560,520	($723)
Personal Services-Overtime (102)	$344,531	$547,330	$12,734	$307,266	$320,000	$320,000	$0
Personal Services-Other (other 100's)	$54,981	$70,611	$18,134	$59,158	$77,292	$77,292	$0
Sub-Total--Personal Services	$1,647,028	$1,930,126	$293,569	$1,663,520	$1,957,089	$1,957,812	($723)
Employee Benefits (520's)	$22,790	$28,412	$48	$31,010	$31,058	$31,058	$0
Purchased Prof. Services (530's)	$1,000	$2,100	$4,000	$0	$4,000	$4,000	$0
Purch. Property Services (540's)	$187,943	$146,535	$12,158	$200,842	$213,000	$213,000	$0
Purch. Other Services (550's)	$0	$0	$0	$300	$300	$300	$0
Supplies (560's)	$1,368,255	$1,374,710	$214,864	$1,231,136	$1,446,000	$1,446,000	$0
Other Objects (580's)	$48,000	$48,000	$12,000	$37,020	$49,020	$49,020	$0
TOTAL	$3,275,016	$3,529,883	$536,639	$3,163,828	$3,700,467	$3,701,190	($723)

Includes projection for filling of existing vacancies - $150,000
Payroll Projections include salary accrual of: $40,000

Bi-Weekly PP posted 10/15/2026	$7,288
Weekly PP posted 10/15/2026	$24,033
Seasonal Wages posted 10/15/2026	$2,323

4100004 NORTH END DISPOSAL

Description	6/30/25 FY25 Actual	6/30/26 FY26 Actual	Year to Date **As of 9/30/26**	Projected 9 months	Projected at Year End	FY27 Approved Budget	Variance Over/(Under)
Personal Services-Salaries (100, 101)	$240,150	$256,928	$52,050	$202,080	$254,130	$252,304	$1,826
Personal Services-Overtime (102)	$10,752	$12,229	$2,160	$9,840	$12,000	$12,000	$0
Personal Services-Other (other 100's)	$0	$152	$0	$0	$0	$0	$0
Sub-Total--Personal Services	$250,902	$269,309	$54,210	$211,920	$266,130	$264,304	$1,826
Employee Benefits (520's)	$485	$0	$0	$800	$800	$800	$0
Purchased Prof. Services (530's)	$14,775	$32,500	$900	$23,950	$24,850	$24,850	$0
Purch. Property Services (540's)	$43,980	$33,814	$883	$69,869	$70,752	$70,752	$0
Purch. Other Services (550's)	$0	$0	$0	$0	$0	$0	$0
Supplies (560's)	$13,397	$16,486	$346	$28,512	$28,858	$28,858	$0
Other Objects (580's)	$99	$40	$80	$160	$240	$240	$0
TOTAL	$323,637	$352,150	$56,419	$335,211	$391,630	$389,804	$1,826

Payroll Projections include salary accrual of: $8,000
Includes projection for filling of existing vacancies - $0

Bi-Weekly PP posted 10/15/2026 $4,586
Weekly PP posted 10/15/2026 $2,559

WATERBURY POLICE DEPARTMENT
THREE YEAR HISTORY - WEEKLY OVERTIME COSTS

FY24	FY25	FY26	FY27	Pay Period Posted	Pay P. Count	FY27 Estimates	Diff. In Estimates
$22,031	$0	$17,999	$5,485	7/9/26	1 B	$5,485	($12,514)
$126,420	$94,281	$77,561	$93,544	7/16/26	2	$93,544	$15,983
$108,143	$98,147	$105,591	$87,707	7/23/26	3 B	$87,707	($17,884)
$103,693	$97,856	$71,760	$61,582	7/30/26	4	$61,582	($10,178)
$91,317	$77,422	$81,977	$74,237	8/6/26	5 B	$74,237	($7,740)
$112,376	$73,964	$75,078	$77,516	8/13/26	6	$77,516	$2,438
$103,166	$89,066	$87,886	$75,751	8/20/26	7 B	$75,751	($12,135)
$82,785	$82,200	$86,521	$89,367	8/27/26	8	$89,367	$2,846
$97,486	$89,952	$108,683	$86,280	9/3/26	9 B	$86,280	($22,403)
$82,357	$73,009	$89,754	$60,464	9/10/26	10	$60,464	($29,290)
$104,077	$89,126	$99,482	$56,309	9/17/26	11 B	$56,309	($43,173)
$106,709	$59,079	$90,038	$56,598	9/24/26	12	$56,598	($33,440)
$83,768	$103,422	$105,195	$59,916	10/1/26	13 B	$59,916	($45,279)
$75,946	$94,169	$89,643	$60,314	10/8/26	14	$60,314	($29,329)
$96,403	$91,917	$88,438	$66,967	10/15/26	15 B	$66,967	($21,471)
$88,082	$71,726	$78,849		10/22/26	16	$62,000	$0
$95,231	$109,224	$101,190		10/29/26	17 B	$62,000	$0
$69,080	$70,452	$92,166		11/5/26	18	$62,000	$0
$91,959	$79,717	$113,584		11/12/26	19 B	$62,000	$0
$94,202	$63,524	$82,378		11/19/26	20	$62,000	$0
$101,431	$81,556	$77,591		11/25/26	21 B	$62,000	$0
$104,805	$74,728	$110,478		12/3/26	22	$62,000	$0
$83,430	$64,561	$81,987		12/10/26	23 B	$62,000	$0
$85,913	$71,058	$66,104		12/17/26	24	$62,000	$0
$100,988	$70,066	$81,408		12/24/26	25 B	$62,000	$0
$114,721	$53,181	$51,304		12/31/26	26	$62,000	$0
$96,254	$59,536	$94,427		1/7/27	27 B	$62,000	$0
$65,636	$70,994	$72,335		1/14/27	28	$62,000	$0
$78,902	$87,038	$80,383		1/21/27	29 B	$62,000	$0
$76,953	$67,263	$84,891		1/28/27	30	$62,000	$0
$84,597	$96,644	$89,760		2/4/27	31 B	$62,000	$0
$100,588	$57,039	$63,808		2/11/27	32	$62,000	$0
$88,353	$86,936	$86,165		2/18/27	33 B	$62,000	$0
$78,026	$50,779	$81,391		2/25/27	34	$62,000	$0
$65,631	$92,478	$79,872		3/4/27	35 B	$62,000	$0
$73,136	$110,248	$69,379		3/11/27	36	$62,000	$0
$62,277	$86,963	$92,145		3/18/27	37 B	$62,000	$0
$72,809	$79,697	$74,987		3/25/27	38	$62,000	$0
$71,391	$76,138	$91,693		4/1/27	39 B	$62,000	$0
$62,910	$85,054	$90,599		4/8/27	40	$62,000	$0
$90,506	$79,841	$116,533		4/15/27	41 B	$62,000	$0
$63,320	$81,553	$95,615		4/22/27	42	$62,000	$0
$93,174	$105,297	$112,240		4/29/27	43 B	$62,000	$0
$76,966	$84,571	$99,035		5/6/27	44	$62,000	$0
$88,097	$77,013	$100,911		5/13/27	45 B	$62,000	$0
$93,567	$79,791	$99,109		5/20/27	46	$62,000	$0
$97,412	$103,821	$94,450		5/27/27	47 B	$62,000	$0
$83,190	$117,960	$100,442		6/3/27	48	$62,000	$0
$115,077	$96,866	$109,273		6/10/27	49 B	$62,000	$0
$85,236	$74,349	$87,416		6/17/27	50	$62,000	$0
$63,243	$97,451	$95,523		6/24/27	51 B	$62,000	$0
$83,776	$63,599	$79,431		7/1/27	52	$62,000	$0
$81,716	$73,710	$110,159		7/8/27	53 B	$62,000	$0
Grant Credits/Adjustments	($225,114)	($356,280)	($328,325)	($167,527)		($167,527)	
Total Cost	$4,394,146	$3,909,751	$4,336,288	$844,511		$3,200,511	($263,569)
Budgeted Amount	$2,700,000	$3,200,000	$3,200,000	$3,200,000		$3,200,000	Adj. in Rprt
Budgetary Diff.	($1,694,146)	($709,751)	($1,136,288)	$2,355,489		($511)	

Average of last 12 weeks worked	**$68,775**
Current fiscal year weekly OT average	**$56,301**
Prior fiscal year weekly OT average	**$83,390**

WATERBURY FIRE DEPARTMENT

THREE YEAR HISTORY - WEEKLY OVERTIME COSTS

FY24	FY25	FY26	FY27	Pay Period Posted	Pay P. Count	FY27 Estimates	Diff. In Estimates
$45,949	$34,851	$19,899	$5,102	7/9/26	1 B	$5,102	($14,797)
$58,626	$41,499	$95,294	$79,375	7/16/26	2	$79,375	($15,920)
$37,886	$35,147	$67,414	$77,671	7/23/26	3 B	$77,671	$10,258
$49,827	$38,417	$53,248	$75,146	7/30/26	4	$75,146	$21,898
$59,905	$43,227	$51,736	$96,424	8/6/26	5 B	$96,424	$44,688
$55,656	$47,132	$82,043	$71,012	8/13/26	6	$71,012	($11,030)
$69,394	$27,790	$34,686	$79,170	8/20/26	7 B	$79,170	$44,485
$45,077	$36,344	$33,250	$86,317	8/27/26	8	$86,317	$53,066
$58,036	$49,631	$46,929	$69,801	9/3/26	9 B	$69,801	$22,872
$72,009	$53,186	$33,416	$84,793	9/10/26	10	$84,793	$51,376
$47,750	$60,789	$46,845	$84,396	9/17/26	11 B	$84,396	$37,551
$56,627	$71,314	$39,542	$72,590	9/24/26	12	$72,590	$33,048
$56,262	$74,156	$53,902	$87,151	10/1/26	13 B	$87,151	$33,250
$52,678	$43,460	$33,913	$92,897	10/8/26	14	$92,897	$58,984
$52,819	$54,366	$28,478	$73,926	10/15/26	15 B	$73,926	$45,448
$55,844	$46,203	$32,522		10/22/26	16	$75,000	$0
$62,849	$54,640	$28,196		10/29/26	17 B	$75,000	$0
$49,647	$41,202	$32,417		11/5/26	18	$75,000	$0
$60,634	$62,766	$32,895		11/12/26	19 B	$75,000	$0
$48,636	$39,772	$33,917		11/19/26	20	$75,000	$0
$59,423	$57,087	$37,451		11/25/26	21 B	$75,000	$0
$56,595	$64,447	$41,423		12/3/26	22	$75,000	$0
$50,944	$54,451	$52,042		12/10/26	23 B	$75,000	$0
$50,792	$55,093	$51,554		12/17/26	24	$75,000	$0
$81,571	$48,472	$102,126		12/24/26	25 B	$75,000	$0
$74,699	$82,527	$60,060		12/31/26	26	$75,000	$0
$58,834	$65,008	$88,765		1/7/27	27 B	$75,000	$0
$38,959	$20,673	$34,073		1/14/27	28	$75,000	$0
$44,011	$51,776	$18,757		1/21/27	29 B	$75,000	$0
$28,920	$41,486	$48,109		1/28/27	30	$75,000	$0
$24,139	$37,307	$39,170		2/4/27	31 B	$75,000	$0
$11,129	$32,687	$25,812		2/11/27	32	$75,000	$0
$19,012	$48,537	$31,014		2/18/27	33 B	$25,000	$0
$6,818	$40,101	$35,057		2/25/27	34	$25,000	$0
$15,625	$50,065	$40,883		3/4/27	35 B	$25,000	$0
$8,726	$33,284	$25,941		3/11/27	36	$25,000	$0
$15,318	$31,237	$42,399		3/18/27	37 B	$25,000	$0
$14,012	$40,477	$32,403		3/25/27	38	$25,000	$0
$15,116	$41,148	$41,095		4/1/27	39 B	$25,000	$0
$12,198	$30,390	$24,671		4/8/27	40	$25,000	$0
$20,217	$28,405	$37,680		4/15/27	41 B	$25,000	$0
$22,468	$36,901	$41,699		4/22/27	42	$25,000	$0
$17,400	$55,745	$30,130		4/29/27	43 B	$25,000	$0
$14,550	$52,726	$40,959		5/6/27	44	$25,000	$0
$13,406	$46,365	$52,035		5/13/27	45 B	$25,000	$0
$20,721	$58,902	$53,558		5/20/27	46	$25,000	$0
$21,114	$59,779	$47,155		5/27/27	47 B	$25,000	$0
$25,778	$58,482	$51,107		6/3/27	48	$25,000	$0
$18,857	$47,892	$66,836		6/10/27	49 B	$25,000	$0
$26,671	$77,345	$62,002		6/17/27	50	$25,000	$0
$43,524	$57,656	$60,025		6/24/27	51 B	$25,000	$0
$24,437	$66,713	$75,599		7/1/27	52	$25,000	$0
$637	$44,764	$97,778		7/8/27	53 B	$25,000	$0
Grant Credits/Adjustments	($78,640)	($39,845)	($2,477)			$0	
Total Cost	$1,974,090	$2,533,976	$2,467,431	$1,135,771		$2,935,771	$415,176
Budgeted Amount	$2,050,000	$2,050,000	$2,415,000	$2,300,000		$2,900,000	Adj. in Rprt
Budgetary Diff.	$75,910	($483,976)	($52,431)	$1,164,229		($35,771)	

Average of last 12 weeks worked	**$81,135**
Current fiscal year weekly OT average	**$75,718**
Prior fiscal year weekly OT average	**$47,451**

PROPERTY TAX COLLECTIONS REPORT FOR FY26 AND FY27

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

	Current Collected	Remaining Current	All Collected	All at Yr End
FY26	$151,629,158	$110,503,450	$ 153,929,177	$ 272,214,968
FY27	$160,859,435	$104,650,000	$ 162,975,563	$ 274,563,560
	$9,230,277	($5,853,450)	$ 9,046,386	$ 2,348,591
	6.09%	-5.30%	5.88%	0.86%

Month	Current Year Taxes Actual FY 26	Current Year Taxes YTD & Proj FY 27	Prior Year Taxes Actual FY 26	Prior Year Taxes YTD & Proj FY 27	Supplemental MV Actual FY 26	Supplemental MV YTD & Proj FY 27	Interest Current Year Tx Actual FY 26	Interest Current Year Tx YTD & Proj FY 27	Interest Prior Year Taxes Actual FY 26	Interest Prior Year Taxes YTD & Proj FY 27	Total Collections FY 26	Total Collections FY 27
July	$96,231,672	$142,060,395	$490,021	$315,979	$0	$0	$83,859	$91,741	$276,346	$262,932	$97,081,897	$142,731,047
August	$51,807,305	$14,648,704	$465,077	$463,424	$0	$0	$69,588	$80,041	$225,022	$171,903	$52,566,991	$15,364,071
September	$3,590,182	$4,150,336	$292,754	$261,238	$0	$0	$152,883	$150,086	$244,470	$318,784	$4,280,289	$4,880,444
Subtotal Collection	$151,629,158	$160,859,435	$1,247,852	$1,040,640	$0	$0	$306,330	$321,869	$745,837	$753,619	$153,929,177	$162,975,563
October	$1,785,418	$1,800,000	$404,642	$400,000	$0	$0	$60,096	$60,000	$238,013	$230,000	$2,488,169	$2,490,000
November	$1,581,110	$1,600,000	$370,042	$375,000	$0	$0	$56,413	$55,000	$177,196	$175,000	$2,184,761	$2,205,000
December	$26,537,508	$26,600,000	$341,431	$340,000	$4,919	$0	$59,916	$60,000	$190,138	$190,000	$27,133,912	$27,190,000
January	$52,435,200	$52,450,000	($43,847)	$100,000	$1,090,825	$1,100,000	$86,473	$85,000	$135,245	$135,000	$53,703,898	$53,870,000
February	$11,159,349	$10,900,000	$367,581	$300,000	$831,014	$825,000	$143,539	$145,000	$213,113	$210,000	$12,714,596	$12,380,000
March	$12,944,563	$7,800,000	$425,550	$400,000	$379,404	$375,000	$1,070,567	$1,100,000	$293,405	$290,000	$15,113,489	$9,965,000
April	$1,468,611	$1,550,000	$368,508	$350,000	$152,761	$150,000	$137,446	$135,000	$273,587	$275,000	$2,400,914	$2,460,000
May	$932,580	$975,000	$187,485	$175,000	$116,370	$115,000	$118,647	$120,000	$206,266	$200,000	$1,561,348	$1,585,000
June	$1,659,110	$975,000	$223,737	$200,000	$92,279	$95,000	$145,142	$140,000	$223,905	$215,000	$2,344,172	$1,625,000
Subtotal Collection	$110,503,450	$104,650,000	$2,645,129	$2,640,000	$2,667,573	$2,660,000	$1,878,239	$1,900,000	$1,950,868	$1,920,000	$119,645,259	$113,770,000
Subtotal Collection	$262,132,608	$265,509,435	$3,892,980	$3,680,640	$2,667,573	$2,660,000	$2,184,569	$2,221,869	$2,696,705	$2,673,619	$273,574,435	$276,745,563
% of Budget	102.1%	101.0%	106.7%	100.8%	102.6%	102.3%	198.6%	202.0%	122.6%	121.5%	102.8%	101.6%
% of Levy	97.9%	96.2%	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
60 day entry			($198,000)	($51,000)							($198,000)	($51,000)
60 day entry			$51,000	$150,000							$51,000	$150,000
Adj. (3rd party fees)			($1,255,713)	($1,281,003)							($1,255,713)	($1,281,003)
Adj. Overpayments			$43,246	($1,000,000)							$43,246	($1,000,000)
Total Year-End	$ 262,132,608	$ 265,509,435	$ 2,533,513	$ 1,498,637	$ 2,667,573	$ 2,660,000	$ 2,184,569	$ 2,221,869	$ 2,696,705	$ 2,673,619	$ 272,214,968	$ 274,563,560
% of Budget	102.1%	101.0%	69.4%	41.1%	102.6%	102.3%	198.6%	202.0%	122.6%	121.5%	102.3%	100.8%
% of Levy	97.9%	96.2%	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Budget	$ 256,657,334	$ 262,838,098	$ 3,650,000	$ 3,650,000	$ 2,600,000	$ 2,600,000	$ 1,100,000	$ 1,100,000	$ 2,200,000	$ 2,200,000	$ 266,207,334	$ 272,388,098
Adjusted Levy	$267,850,878	$275,914,323	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	44.98	43.34										

Italics=Projected

Total Collections	Actuals FY 26	Actuals FY 27	Incremental Difference	Percentage Difference
July	$97,081,897	$142,731,047	$45,649,150	47.02%
August	$52,566,991	$15,364,071	($37,202,920)	-70.77%
September	$4,280,289	$4,880,444	$600,156	14.02%
Totals	$153,929,177	$162,975,563	$9,046,386	5.88%

	Projection For October	Actuals as of 10/14/26	12 days Balance to Collect
Current Taxes	$1,800,000	$1,043,728	($756,272)
Prior Year Taxes	$400,000	$349,980	($50,020)
Supplemental	$0	$0	$0
Current Interest	$60,000	$46,214	($13,786)
Prior Interest	$230,000	$92,839	($137,161)
Total	$2,490,000	$1,532,761	($957,239)

Potential Tax Impact
$ 2,175,462
$63,023
$4,168
$0
$1,149
$11,430
$79,770

City of Waterbury
Revenue Collection and
Contractual Disbursements

REVENUE COLLECTED
FISCAL YEAR 2026–2027

CURRENT TAXES	$160,232,143.61
CURRENT INTEREST	$156,455,017.63
WATER COLLECTIONS	$894,512.64
PRIOR TAXES	$2,278,817.26
PRIOR INTEREST	$518,995.77
LIENS	$7,726.00
*FEES	$410,471.82
PARKING	$38,559.00
ADVANCE OF LEVY	$0.00
OVERAGES AND SHORTAGES	$3,029.08
SUBTOTAL	$156,455,017.63
	$0.00
DEFFERRED REVENUE	$0.00
	$0.00
TOTAL REVENUE COLLECTED	$156,455,017.63
	$0.00
60 DAY ENTRY	$0.00
BOUNCED CHECKS	$444,321.33
REFUNDS	$179,512.82
BANK FEES	$0.00
TAXSERV FEES	$203,140.90
	$0.00
SUBTOTAL	$826,975.05
	$0.00
MTS TAX AND INTEREST @ 45%	$44,844.65
CAPITAL TAX RECOVERY TAX AND INTEREST @ 40%	$32,740.40
CTR $50 PER PLATE FEE	$10,650.00
	$0.00
SUBTOTAL	$88,235.05
	$0.00
TOTAL CONTRACTUAL DISBURSEMENTS	$915,210.10
	$0.00
REVENUE COLLECTED FISCAL YEAR 2026–2027	$156,455,017.63
	$0.00
LESS CONTRACTUAL DISBURSMENTS, BOUNCED CHECKS AND REFUNDS	$915,210.10
	$0.00
TOTAL REVENUE FOR CITY OF WATERBURY	$156,455,017.63

* FEES - WARRANTS, CT FRAUD, TAXSERV, NSF CHECKS, & CREDIT CARD

City of Waterbury
Revenue Collection and
Contractual Disbursements

REVENUE COLLECTED
SEPTEMBER 2026

CURRENT TAXES	$3,777,125.98
CURRENT INTEREST	$140,607.48
WATER COLLECTIONS	$291,091.08
PRIOR TAXES	$827,433.78
PRIOR INTEREST	$219,562.67
LIENS	$2,932.00
*FEES	$133,083.88
PARKING	$15,439.00
ADVANCE OF LEVY	$0.00
OVERAGES AND SHORTAGES	($66.60)
SUBTOTAL	$5,407,209.27
DEFFERRED REVENUE	$0.00
TOTAL REVENUE COLLECTED	$5,407,209.27
60 DAY ENTRY	$0.00
BOUNCED CHECKS	$58,665.30
REFUNDS	$137,553.83
BANK FEES	$0.00
TAXSERV FEES	$83,586.75
SUBTOTAL	$279,805.88
MTS TAX AND INTEREST @ 45%	$16,931.20
CAPITAL TAX RECOVERY TAX AND INTEREST @ 40%	$20,824.40
CTR $50 PER PLATE FEE	$6,000.00
SUBTOTAL	$43,755.60
TOTAL CONTRACTUAL DISBURSEMENTS	$323,561.48
REVENUE COLLECTED FISCAL YEAR 2026–2027	$5,407,209.27
LESS CONTRACTUAL DISBURSMENTS, BOUNCED CHECKS AND REFUNDS	$323,561.48
TOTAL REVENUE FOR CITY OF WATERBURY	$5,083,647.79

* FEES - WARRANTS, CT FRAUD, TAXSERV, NSF CHECKS, & CREDIT CARD

STATE AID FORMULA GRANTS	FY26 ACTUAL RECEIPTS	FY27 CITY ADOPTED BUDGET	RECEIVED TO DATE As of 9/30/26	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	$9,118,075	$8,692,290	$8,704,238	$0	$8,704,238	$11,948
PEQUOT -- STATE PROPERTIES GRANT	$2,637,435	$2,637,435	$0	$2,637,435	$2,637,435	$0
MUNICIPAL REVENUE SHARING	$0	$0	$0	$0	$0	$0
MRSA-MOTOR VEHICLES	$13,005,170	$8,755,672	$8,755,672	$0	$8,755,672	$0
SUPPLEMENTAL REVENUE SHARING GRANT	$5,614,605	$8,582,559	$0	$8,582,559	$8,582,559	$0
MUNICIPAL STABILIZATION GRANT	$0	$0	$0	$0	$0	$0
SUPPLEMENTAL PEQUOT MOHEGAN GRANT	$0	$5,114,077	$5,114,077	$0	$5,114,077	$0
Subtotal	$30,375,285	$33,782,033	$22,573,988	$11,219,994	$33,793,982	$11,949
STATE AID - FORMULA GRANTS - EDUCATION						
EDUCATION EQUALIZATION (ECS)	$113,512,553	$113,617,182	$0	$113,617,182	$113,617,182	$0
NON-PUBLIC SCHOOL TRANSPORTATION	$0	$0	$0	$0	$0	$0
PUBLIC SCHOOL TRANSPORTATION	$0	$0	$0	$0	$0	$0
Subtotal	$113,512,553	$113,617,182	$0	$113,617,182	$113,617,182	$0
Subtotal - Formula Grants	$143,887,838	$147,399,215	$22,573,988	$124,837,176	$147,411,164	$11,949
STATE AID - REIMBURSEMENTS						
EXEMPTIONS FOR ELDERLY	$11,339	$20,000	$0	$20,000	$20,000	$0
VETERANS ADDITIONAL EXEMPTION	$34,625	$100,000	$0	$100,000	$100,000	$0
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	$5,460,745	$5,400,000	$0	$5,400,000	$5,400,000	$0
NON-PUBLIC SCHOOL SERVICE (NURSES)	$281,249	$270,000	$0	$270,000	$270,000	$0
SPECIAL EDUCATION - MEDICAID GRANT	$1,301,367	$850,000	$76,142	$773,858	$850,000	$0
STATE GRANT - OTHER	$193,338	$175,000	$3,708	$171,292	$175,000	$0
Subtotal	$7,282,663	$6,815,000	$79,849	$6,735,151	$6,815,000	$0
Total	$151,170,501	$154,214,215	$22,653,837	$131,572,327	$154,226,164	$11,949

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Waterbury Board of Education

FY2026-2027

July-September
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 27 ORIGINAL BUDGET	FY 27 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$1,799,581	$1,799,581	$2,125,558	$0	($325,977)	$1,799,581	$0
511102	Teachers	$29,936,505	$29,936,505	$4,096,390	$0	$25,840,115	$29,936,505	$0
511104	Superintendent	$491,813	$491,813	$113,495	$0	$378,318	$491,813	$0
511106	Early Incentive Certifiied	$323,580	$323,580	$436,150	$0	**($112,570)**	$436,150	**($112,570)**
511107	Certified Coaches	$917,000	$917,000	$0	$0	$917,000	$917,000	$0
511108	School Psychologists	$1,562,583	$1,562,583	$130,769	$0	$1,431,814	$1,452,513	$110,070
511109	School Social Workers	$2,457,618	$2,457,618	$266,867	$0	$2,190,751	$2,457,618	$0
511110	Speech Pathologists	$2,703,142	$2,703,142	$295,461	$0	$2,407,681	$2,703,142	$0
511111	Assistant Superintendent	$173,250	$173,250	$20,606	$0	$152,644	$173,250	$0
511113	Extra Compensatory Stipend	$159,000	$159,000	$0	$0	$159,000	$159,000	$0
511201	Non-Certified Salaries	$3,200,748	$3,200,748	$380,292	$0	$2,820,456	$3,200,748	$0
511202	Clerical Wages	$1,256,168	$1,256,168	$275,790	$0	$980,378	$1,256,168	$0
511204	Crossing Guards	$407,134	$407,134	$66,112	$0	$341,022	$407,134	$0
511206	Educational	$278,294	$278,294	$61,530	$0	$216,764	$278,294	$0
511212	Substitute Teachers	$300,000	$300,000	$76,135	$61,603	$162,261	$300,000	$0
511217	Library Aides	$165,697	$165,697	$32,406	$0	$133,291	$165,697	$0
511219	School Clerical	$2,687,035	$2,687,035	$528,630	$0	$2,158,405	$2,687,035	$0
511220	Fiscal Administration	$808,089	$808,089	$158,223	$0	$649,866	$808,089	$0
511222	Transportation Coordinator	$223,814	$223,814	$52,510	$0	$171,304	$223,814	$0
511223	Office Aides	$170,000	$170,000	$19,557	$0	$150,443	$170,000	$0
511225	School Maintenance Non-Certified	$2,933,158	$2,933,158	$584,102	$0	$2,349,056	$2,933,158	$0
511226	Custodians Non-Certified	$6,557,447	$6,557,447	$1,417,933	$0	$5,139,514	$6,557,447	$0
511227	Overtime - Outside Activities	$300,000	$300,000	$19,376	$0	$280,624	$300,000	$0
511228	Paraprofessionals	$11,439,085	$11,439,085	$1,444,941	$0	$9,994,144	$11,439,085	$0
511229	Bus Duty	$265,000	$265,000	$1	$0	$265,000	$265,000	$0
511232	Attendance Counselors	$129,090	$129,090	$12,850	$0	$116,240	$129,090	$0
511233	ABA Behaviorial Therapist	$971,068	$971,068	$174,867	$0	$796,201	$971,068	$0
511234	Interpreters	$168,619	$168,619	$24,543	$0	$144,076	$168,619	$0
511236	Snow Removal	$0	$0	$0	$0	$0	$0	$0
511650	Overtime	$875,000	$875,000	$166,678	$0	$708,322	$875,000	$0
511653	Longevity	$6,525	$6,525	$0	$0	$6,525	$6,525	$0
511700	Extra Police Protection	$1,070,238	$1,070,238	$18,171	$0	$1,052,067	$1,070,238	$0
511800	Vacation and Sick Term Payout	$820,174	$820,174	$52,238	$0	$767,936	$820,174	$0
522501	Health Insurance-General	$11,000,000	$11,000,000	$0	$0	$11,000,000	$11,000,000	$0
529001	Car Allowance	$104,800	$104,800	$19,830	$0	$84,970	$104,800	$0
529003	Meal Allowances	$15,000	$15,000	$5,440	$4,232	$5,328	$15,000	$0
Subtotal Salaries		**$86,676,255**	**$86,676,255**	**$13,077,451**	**$65,835**	**$73,532,969**	**$86,678,755**	**($2,500)**

ACCOUNT	CLASSIFICATION	FY 27 ORIGINAL BUDGET	FY 27 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,500,000	$4,500,000	$364,763	$3,335,237	$800,000	$4,500,000	$0
533020	Consulting Services	$222,532	$222,532	$3,800	$66,200	$152,532	$222,532	$0
533100	Auditing	$65,000	$65,000	$60,000	$5,000	$0	$65,000	$0
539005	Sporting Officials	$25,000	$25,000	$0	$0	$25,000	$25,000	$0
539008	Messenger Service	$35,838	$35,838	$5,148	$30,690	$0	$35,838	$0
543000	General Repairs & Maintenance	$1,511,166	$1,511,166	$339,620	$742,427	$429,119	$1,511,166	$0
543011	Maintenance - Service Contracts	$905,000	$905,000	$47,873	$355,252	$501,875	$905,000	$0
544002	Building Rental	$584,841	$584,841	$180,623	$379,721	$24,498	$584,841	$0
545002	Water	$275,000	$275,000	$27,873	$0	$247,127	$275,000	$0
545006	Electricity	$4,135,000	$4,135,000	$704,649	$0	$3,430,351	$4,135,000	$0
545013	Security/Safety	$110,000	$110,000	$13,851	$41,824	$54,325	$110,000	$0
551000	Pupil Transportation	$26,999,621	$26,999,621	$1,505,904	$24,999,308	$494,409	$26,999,621	$0
553001	Postage	$45,000	$45,000	$7,038	$0	$37,962	$45,000	$0
553002	Telephone	$220,000	$220,000	$151,765	$25,228	$43,007	$220,000	$0
553005	Wide-area Network (SBC)	$96,000	$96,000	$0	$0	$96,000	$96,000	$0
556055	Tuition - Outside	$20,600,000	$20,600,000	$1,389,221	$10,263,161	$8,947,618	$20,600,000	$0
556056	Purchased Service - Outside	$4,785,340	$4,785,340	$133,594	$3,301,685	$1,350,061	$4,785,340	$0
557000	Tuition Reimbursement	$20,000	$20,000	$2,624	$0	$17,377	$20,000	$0
558000	Travel Expenses	$5,000	$5,000	$0	$0	$5,000	$5,000	$0
559001	Advertising	$13,000	$13,000	$50	$0	$12,950	$13,000	$0
559002	Printing & Binding	$15,000	$15,000	$244	$0	$14,756	$15,000	$0
559104	Insurance - Athletics	$22,351	$22,351	$19,851	$0	$2,500	$19,851	$2,500
Subtotal Purchased Services		**$65,190,689**	**$65,190,689**	**$4,958,489**	**$43,545,733**	**$16,686,467**	**$65,188,189**	**$2,500**
Supplies/Materials								
561100	Instructional Supplies	$1,305,000	$1,305,000	$290,310	$480,816	$533,874	$1,305,000	$0
561200	Office Supplies	$75,590	$75,590	$4,005	$21,750	$49,835	$75,590	$0
561210	Intake Center Supplies	$3,000	$3,000	$0	$1,443	$1,557	$3,000	$0
561211	Recruitment Supplies	$40,000	$40,000	$12,424	$8,672	$18,904	$40,000	$0
561212	Medicaid Supplies	$6,500	$6,500	$0	$2,368	$4,132	$6,500	$0
561501	Diesel	$116,031	$116,031	$20,662	$95,352	$18	$116,031	$0
561503	Gasoline	$468,015	$468,015	$21,994	$383,305	$62,716	$468,015	$0
561505	Natural Gas	$2,200,000	$2,200,000	$221,005	$0	$1,978,995	$2,200,000	$0
561507	Janitorial Supplies	$465,000	$465,000	$169,784	$237,081	$58,135	$465,000	$0
561508	Electrical Supplies	$60,000	$60,000	$11,309	$11,517	$37,174	$60,000	$0
561509	Plumbing Supplies	$110,000	$110,000	$47,624	$48,035	$14,341	$110,000	$0
561510	Building & Ground Supplies	$200,000	$200,000	$47,592	$81,990	$70,419	$200,000	$0
561511	Propane	$209,620	$209,620	$29,374	$180,246	$0	$209,620	$0
567000	Clothing Supplies	$50,000	$50,000	$0	$20,000	$30,000	$50,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$875	$0	$1,125	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$1,523	$0	$13,477	$15,000	$0
569029	Athletic Supplies	$157,896	$157,896	$45,799	$73,030	$39,067	$157,896	$0
Subtotal Supplies/Materials		**$5,483,652**	**$5,483,652**	**$924,278**	**$1,645,605**	**$2,913,769**	**$5,483,652**	**$0**

ACCOUNT	CLASSIFICATION	FY 27 ORIGINAL BUDGET	FY 27 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$800	$0	$14,200	$15,000	$0
575200	Office Equipment	$158,894	$158,894	$57,002	$3,648	$98,244	$158,894	$0
575408	Plant Equipment	$40,000	$40,000	$0	$22,750	$17,250	$40,000	$0
Subtotal Property		**$213,894**	**$213,894**	**$57,802**	**$26,398**	**$129,694**	**$213,894**	**$0**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$0	$12,000	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$5,175	$0	$15,525	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$0	$0	$9,450	$9,450	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$1,168	$0	$8,832	$10,000	$0
589205	Coaches Reimbursements	$3,500	$3,500	$150	$0	$3,350	$3,500	$0
589900	Dues & Publications	$65,000	$65,000	$45,620	$4,180	$15,200	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$189,860	$189,860	$59,860	$60,000	$70,000	$189,860	$0
Total Other/Miscellaneous		**$810,510**	**$810,510**	**$611,973**	**$76,180**	**$122,357**	**$810,510**	**$0**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$19,629,994**	**$45,359,751**	**$93,385,256**	**$158,375,000**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$73,716,021**	**$73,716,021**	**$8,139,751**	**$0**	**$65,576,270**	**$73,716,021**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$450,000	$0
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$675,000	$0
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$500,000	$0
Total Additional Funding		**$77,341,021**	**$77,341,021**	**$8,139,751**	**$0**	**$69,201,270**	**$77,341,021**	**$0**
GRAND TOTAL ALL FUNDING		**$235,716,021**	**$235,716,021**	**$27,769,745**	**$45,359,751**	**$162,586,526**	**$235,716,021**	**$0**

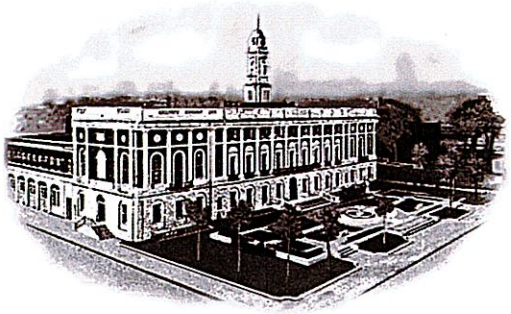
CITY OF WATERBURY - PENSION PLAN

Pension Plan Payments to Retirees

	Fiscal Year 20/21	Fiscal Year 21/22	Fiscal Year 22/23	Fiscal Year 23/24	Fiscal Year 24/25	Fiscal Year 25/26		Fiscal Year 26/27
July	$4,203,851	$4,228,120	$4,300,182	$4,368,772	$4,443,042	$4,547,503		$4,560,214
August	$4,208,925	$4,236,796	$4,305,591	$4,405,472	$4,480,321	$4,562,435		$4,773,992
September	$4,193,764	$4,235,959	$4,278,994	$4,413,460	$4,481,613	$4,557,798		$4,570,326
October	$4,212,863	$4,273,684	$4,311,462	$4,403,007	$4,493,003	$4,563,242		$4,563,242
November	$4,215,503	$4,273,008	$4,314,876	$4,410,718	$4,488,471	$4,556,209		$4,556,209
December	$4,189,544	$4,255,506	$4,319,215	$4,411,232	$4,625,674	$4,547,096		$4,547,096
January	$4,191,130	$4,268,555	$4,295,177	$4,381,509	$4,487,711	$4,547,244		$4,547,244
February	$4,207,153	$4,256,974	$4,342,060	$4,399,507	$4,474,650	$4,507,746		$4,507,746
March	$4,189,044	$4,278,719	$4,340,141	$4,426,356	$4,491,880	$4,520,919		$4,520,919
April	$4,192,081	$4,273,265	$4,367,057	$4,415,428	$4,511,668	$4,539,764		$4,539,764
May	$4,207,456	$4,285,305	$4,374,569	$4,457,190	$4,476,115	$4,543,540		$4,543,540
June	$4,205,884	$4,296,865	$4,369,321	$4,449,218	$4,504,396	$4,552,087		$4,552,087
Total	$50,417,198	$51,162,756	$51,918,647	$52,941,870	$53,958,541	$54,545,582		$54,782,377
GF Contribution	$21,829,498	$22,515,092	$23,545,674	$23,100,463	$24,709,249	$26,282,479		$27,253,550
Interest Needed	($28,587,700)	($28,647,664)	($28,372,973)	($29,841,407)	($29,249,292)	($28,263,103)		($27,528,827)
Bold = Actuals								
Italics = Projections								

	Fiscal Year 20/21	Fiscal Year 21/22	Fiscal Year 22/23	Fiscal Year 23/24	Fiscal Year 24/25	Fiscal Year 25/26		Fiscal Year 26/27
July	$574,007	$572,905	$423,319	$451,727	$512,179	$653,040		$695,805
August	$416,649	$419,016	$466,433	$547,463	$620,580	$552,977		$556,422
September	$486,596	$566,295	$615,394	$535,425	$580,041	$603,952		$623,551
October	$587,591	$830,861	$511,309	$554,886	$782,083	$811,931		$811,931
November	$500,243	$498,554	$501,712	$734,249	$593,088	$650,380		$650,380
December	$840,782	$828,027	$829,206	$738,478	$808,147	$959,859		$959,859
January	$500,735	$486,847	$490,128	$556,713	$688,090	$612,507		$612,507
February	$506,307	$495,609	$593,736	$667,451	$600,866	$632,544		$632,544
March	$499,113	$583,343	$594,800	$571,793	$606,981	$627,451		$627,451
April	$584,268	$496,610	$502,863	$573,334	$601,583	$829,057		$829,057
May	$508,838	$487,637	$505,852	$755,578	$802,805	$705,642		$705,642
June	$498,536	$642,512	$706,816	$555,490	$606,126	$641,466		$641,466
Total	$6,503,665	$6,908,218	$6,741,567	$7,242,587	$7,802,570	$8,280,806		$8,346,615

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

October 29, 2026

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

Re: Unrestricted and Restricted Appointments to Boards and Commissions

Dear Honorable Board Members:

I hereby notify this Honorable Board of my appointment of the following individual to the following Boards and Commissions of the City of Waterbury:

The following Appointments are placed before you for favorable consideration, "not to disapprove" the following individuals:

RESTRICTED APPOINTMENTS:

LITTER CONTROL AND BEAUTIFICATION COMMISSION

Appointee	**Term to be appointed**
Yazmin Perez (U)	7/22/2024 – 12/31/2027

Respectfully submitted,

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

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

Fernando Spagnolo
Chief of Police

Michael Ponzillo
Deputy Chief of Police

Robert Davis
Deputy Chief of Police

Nadine Amatruda
Deputy Chief of Police

Executive Summary

To: Board of Alderman
From: Lieutenant Lee Farley, Waterbury Police Department
Subject: Connecticut Department of Transportation 2027 DUI Comprehensive Enforcement Grant
Date: October 20th, 2026

The Police Department respectfully requests your approval to submit an application for grant funding in the amount of $160,000.00 under the Connecticut Department of Transportation 2027 DUI Comprehensive Enforcement Grant for the grant period of 10/15/2026 - 09/11/2027. This grant funded project will fund overtime costs for investigations and enforcement of DUI related offenses in an effort to decrease crashes that lead to injuries and fatalities as a result of impaired driving. This grant funding opportunity requires no match from the city.

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

Respectfully Submitted,

Lee Farley #838

Lieutenant Lee Farley #838

Applicant Organization Information

Agency Specific Information

Name of Agency: * *Waterbury Police Department*

Agency Type: * *Municipal PD*

Federal ID Number (FEIN): * *06-6001900*

UEI Number: * *VF8HWQF5HSN3*

Address: * *255 East Main Street*

City: * *Waterbury* **County:** * *New Haven County*

State: * *Connecticut* **Zip:** * *06702-1915*

Website: *https://www.wtbypd.org* **Phone:** * *(203) 574-6920*

Governmental Unit/Agency Information

Name of Governmental Unit/Agency * *City of Waterbury*

Address * *235 Grand Street*

City * *Waterbury* **County** * *Connecticut*

State * *Connecticut* **Zip** * *06702*

Project Contacts

Project Director (Required)	**Name:** *	*Lee Farley*	**Title:** *	*Lieutenant*	
	Street Address: *	*255 East Main Street*	**Street Address 2:**		
	City: *	*Waterbury*	**State:** *	*Connecticut*	**Zip:** * *06702-1915*
	Phone: *	*(203) 574-6906*	**Email:** *	*lfarley@wtbypd.org*	
Authorized Official (Required)	**Name:** *	*Paul Pernerewski*	**Title:** *	*City of Waterbury Mayor*	
	Street Address: *	*235 Grand St*	**Street Address 2:**		
	City: *	*Waterbury*	**State:** *	*Connecticut*	**Zip:** * *06702-1915*
	Phone: *	*(203) 574-6712*	**Email:** *	*ppernerewski@waterburyct.org*	
Financial Officer (Required)	**Name:** *	*Michael LeBlanc*	**Title:** *	*City of Waterbury-Director of Finance*	
	Street Address: *	*235 Grand St*	**Street Address 2:**		
	City: *	*Waterbury*	**State:** *	*Connecticut*	**Zip:** * *06702-1915*
	Phone: *	*(203) 574-6840*	**Email:** *	*mleblanc@waterburyct.org*	

Problem ID, Objectives & Activities

Project Title: * *Comprehensive DUI Enforcement*

Requested Project Start Date *	Project Period Start Date	Project Period End Date
10/15/2026	*10/15/2026*	*09/11/2027*

Problem ID

Statement of the Problem and Background Information

Insert Local DUI crash and citation statistics and local problem ID here.
DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA, TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.
Crash data can be obtained from the Connecticut Crash Data Repository at: http://www.ctcrash.uconn.edu/
If State Police investigated roadways run through your town, please contact Connecticut Crash Data Repository staff for your crash statistics.
If your data shows increased DUI at days or times outside the defined program parameters of Thursday, Friday and Saturday from 17:00 to 04:00, please contact the Highway Safety Office for guidance.

In Waterbury Connecticut there were 262 crashes involving impaired drivers from years 2023-2025. 20 of the crashes were fatal and 200 of the crashes sustained injuries. Approximately 78% of the crashes occurred between the hours of 17:00 and 04:00. Our data indicated that the most frequent DUI violations are occurring on Friday and Saturdays, into the early mornings. The number of DUI arrests in the Waterbury Police Department in the previous three years are 2023 - 63, 2024 - 151 & 2025 - 190. Problem Areas that data reflects include Chase Ave, East Main St, Baldwin St, Cooke St, Wolcott St, Lakewood Rd, Cherry St, North Main St, Frost Rd, Hill St and Willow St.

The City of Waterbury Police Department has taken a proactive approach when dealing with operating under the influence. Over the past several years DUI enforcement efforts were conducted using roving patrols, sobriety checkpoints, and using our DRE officers. Our enforcement efforts have been successful in identifying suspected DUI subjects and holding them accountable for their actions. Enforcement efforts under this grant will concentrate on these days and areas in the hopes of stopping impaired drivers before they can reach other areas of the city. Our benchmark for DUI enforcement will be to have enforcement statistics higher than previous years but with a decrease in the numbers of accidents, injuries and fatalities by stopping and prosecuting violators before accidents can occur. *

Objectives

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed. To reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities. To communicate with the public, through media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefore deter that behavior.

*To reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities. To communicate with the public, through media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefore deter that behavior. **

				Project Period Target Goals
	2023	*2024*	*2025*	*2027*
Alcohol Crashes	*71*	*101*	*90*	*75*
Alcohol Fatalities	*5*	*8*	*7*	*0*
Alcohol Injuries	*72*	*68*	*60*	*40*
DUI Arrests	*63*	*151*	*190*	*220*

Problem Identification

List at least 3 of the following:

Locations with the highest problems:
*Chase Ave**
*East Main St**
*Baldwin St**
Cooke St
Wolcott St
Lakewood Rd

Day(s) of the week where data shows increased problems:
*Saturday**
*Friday**
*Thursday**
Sunday
Monday
Tuesday

Time(s) of Day where data shows increased problems:			
10:00 PM	-	*12:00 AM*	*
12:00 AM	-	*4:00 AM*	*
5:00 PM	-	*10:00 PM*	*
	-		

Additional Documentation

Budget Selection Form

Applicant: * *Waterbury Police Department*
Project Title: * *Comprehensive DUI Enforcement*

Please select all budget categories that apply to your project or grant.

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

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

Enforcement

[X]	**Municipal PD - Roving Patrols**
[X]	**Municipal PD - In-Town Checkpoints**
[ ]	**Municipal PD - Out-of-Town Checkpoints**
[ ]	**Municipal PD - Special Enforcement**

Other Budget Categories

[ ]	**Fringe**
[ ]	**Equipment**
[ ]	**Indirect Costs**

Enforcement Roving Patrol - Municipal PD

Applicant: * *Waterbury Police Department*
Project Title: * *Comprehensive DUI Enforcement*
Subgrantee Type: * *Municipal PD*

2027 **Billing Periods**

Period	Start		End
1st	10/01/2026	-	01/01/2027
2nd	01/02/2027	-	03/27/2027
3rd	04/01/2027	-	07/05/2027
4th	07/08/2027	-	09/11/2027

Holiday	Start		End
TCNY	11/19/2026	-	11/29/2026
Thanksgiving /	12/03/2026	-	12/06/2026
Christmas /	12/10/2026	-	12/13/2026
New Year's	12/17/2026	-	01/01/2027
Memorial Day (MD)	05/27/2027	-	05/31/2027
July 4th (J4)	07/01/2027	-	07/05/2027
Labor Day (Labor)	08/19/2027	-	09/06/2027

Please find the maximum allowable days for Billing Periods HERE.

Enforcement Activities
Please select the Roving Patrol Enforcement types applicable to this grant:
[X] **Holiday** [X] **Non-Holiday**

Roving Patrol - Holiday

Indicate the actual number of Roving Patrols planned.
See dates highlighted in Green on the Eligible Dates Calendar.
Core Enforcement Hours: 17:00 - 04:00
Maximum allowed: 8 hours per shift / 16 hours per day

	# of Patrol Days	# of Shifts per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
TCNY	18	2	8	$69.08	$19,895.04
MD	5	2	8	$69.08	$5,526.40
J4	4	2	8	$69.08	$4,421.12
Labor	9	2	8	$69.08	$9,947.52
Totals	36				**$39,790.08**

Roving Patrol - Non-Holiday

See dates highlighted in Blue on the Eligible Dates Calendar.
Core Enforcement Hours: 17:00 - 04:00
Maximum allowed: 8 hours per shift / 16 hours per day

ALL ROVING PATROLS MUST BE CONDUCTED ON THE ELIGIBLE DATES SHOWN ON THE ELIGIBLE DATES CALENDAR.
ROVING PATROLS CONDUCTED ON OTHER DATES ARE NOT REIMBURSABLE. ANY ROVING PATROL ACTIVITIES NOT CONDUCTED DURING THE PERIOD PLANNED MAY BE CONDUCTED ON ANY OTHER ELIGIBLE DATE NOT TO EXCEED 16 HOURS PER DAY.

	# of Patrol Days	# of Shifts per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1					$0.00
Non-Holiday 2	27	2	8	$69.08	$29,842.56
Non-Holiday 3	35	2	8	$69.08	$38,684.80
Non-Holiday 4	18	2	8	$69.08	$19,895.04
Totals	80				**$88,422.40**

Totals

	# of Patrol Days	Subtotal
Holiday	*36*	*$39,790.08*
Non-Holiday	*80*	*$88,422.40*
Roving Patrol Total	*116*	***$128,212.48***

Enforcement In-Town Checkpoint - Municipal PD

Applicant: * *Waterbury Police Department*
Project Title: * *Comprehensive DUI Enforcement*
Subgrantee Type: * *Municipal PD*

2027 **Billing Periods**

Period	Start		End
1st	10/01/2026	-	01/01/2027
2nd	01/02/2027	-	03/27/2027
3rd	04/01/2027	-	07/05/2027
4th	07/08/2027	-	09/11/2027

Holiday	Start		End
TCNY	11/19/2026	-	11/29/2026
Thanksgiving /	12/03/2026	-	12/06/2026
Christmas /	12/10/2026	-	12/13/2026
New Year's	12/17/2026	-	01/01/2027
Memorial Day (MD)	05/27/2027	-	05/31/2027
July 4th (J4)	07/01/2027	-	07/05/2027
Labor Day (Labor)	08/19/2027	-	09/06/2027

Please find the maximum allowable days for Billing Periods HERE.

Enforcement Activities
Please select the In-Town Checkpoint Enforcement types applicable to this grant:
*[X]***Holiday** *[X]***Non-Holiday**

In-Town Checkpoints - Holiday

Indicate the actual number of In-Town checkpoints planned.
See dates highlighted in Green on the Eligible Dates Calendar.
Core Enforcement Hours: 17:00 - 04:00
Maximum allowed: 8 hours per shift / 64 hours per day
ALL IN-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THIS PAGE. ANY CHANGES TO

CHECKPOINT DATES MUST BE APPROVED BY THE HIGHWAY SAFETY OFFICE PRIOR TO RESCHEDULING ANY CHECKPOINT ACTIVITY. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	# of Checkpoints	# of Shifts per Checkpoints	Hours Per Checkpoints Shift	OVT Hourly Rate	Subtotal
TCNY	1	8	8	$69.08	$4,421.12
MD	1	8	8	$69.08	$4,421.12
J4	1	8	8	$69.08	$4,421.12
Labor	1	8	8	$69.08	$4,421.12
Totals	4				$17,684.48

In-Town Checkpoints - Non-Holiday

See dates highlighted in Blue on the Eligible Dates Calendar.
Core Enforcement Hours: 17:00 - 04:00
Maximum allowed: 8 hours per shift / 64 hours per day
ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN

CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	# of Checkpoints	# of Shifts per Checkpoints	Hours Per Checkpoints Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1					$0.00
Non-Holiday 2	1	8	8	$69.08	$4,421.12

Non-Holiday 3	*1*	*8*	*8*	*$69.08*	*$4,421.12*
Non-Holiday 4	*1*	*8*	*8*	*$69.08*	*$4,421.12*
Totals	*3*				***$13,263.36***

Totals

	# of Checkpoints	**Subtotal**
Holiday	*4*	*$17,684.48*
Non-Holiday	*3*	*$13,263.36*
In-Town Checkpoint Total	*7*	***$30,947.84***

Planned In-Town Checkpoint Dates

List all planned In-Town Checkpoint dates. Include both Holiday and Non-Holiday dates.

12/18/2026
05/07/2027
05/28/2027
06/11/2027
07/02/2027
08/06/2027
09/03/2027

Total Checkpoint Days: *7*

Budget Summary

Total Federal Budget *$159,160.32*
Total Match Budget *$0.00*

Budget Category	Grant Funds Requested	Match	Total	HSO Conditions Apply
Salaries				
Municipal PD	*$159,160.32*		*$159,160.32*	*[]*
Other Costs				
Equipment Costs	*$0.00*	*$0.00*	*$0.00*	*[]*
Total Grant Budget	***$159,160.32***	***$0.00***	***$159,160.32***	

Enforcement Summary

Category	Regular Enforcement	Special Enforcement	Estimated Wage Subtotal
Municipal PD	*$159,160.32*	*$0.00*	*$159,160.32*
		Total Estimated Wages	***$159,160.32***

Notes

Fringe & Indirect Certification

Applicant: * *Waterbury Police Department*
Project Title: * *Comprehensive DUI Enforcement*
Project Period: * **Start:** *10/15/2026* **End:** *09/11/2027*

Fringe Benefits

Has a Fringe Rate been submitted? *No*

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

From **To**

Actual Cost Category:		*Municipal PD*		
	%	%	%	%
Other Cost Category:				
	%	%	%	%
Total Fringe Rate		%		

Have updated/additional Fringe Rate agreement(s) been submitted? *No*

Additional/Updated Fringe Benefits

Indirect Costs

Have Indirect Costs applicable to this grant been charged? *No*

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

Is your Indirect Cost de minimus?

Effective Date Range:

Start **End**

Approved Indirect Rate: *0.00* %

Please attach your approved Indirect Rate Agreement:

	Grant	**Match**
Indirect Cost Rates for this grant: *	*0.00* %	*0.00* %

Budget Category	Total	Grant - Applicable Rate Base Categories	Grant Funds Requested	Grant - Applicable Rate Base Categories	Match
Municipal PD - Salaries	*$0.00*	*[]*	*$0.00*		
Municipal PD - Fringe	*$0.00*	*[]*	*$0.00*		
Equipment	*$0.00*	*[]*	*$0.00*	*[]*	*$0.00*
Total Budget	***$0.00***		***$0.00***		***$0.00***

Grant **Match**

Sum of Indirect Cost Base Categories:

Total Indirect Costs:

Have updated/additional Indirect Rate agreement(s) been submitted? *No*

Additional/Updated Indirect Rates

Certification

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

Paul Pemerewski *Michael LeBlanc*

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

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

Name Title Date

Reimbursement Requirements

Requested Project Start Date	Approved Project Start Date	Project Period Start Date	Project Period End Date
Billing Period 1 Start Date	Billing Period 1 End Date	Reimbursement Deadline	
Billing Period 2 Start Date	Billing Period 2 End Date	Reimbursement Deadline	
Billing Period 3 Start Date	Billing Period 3 End Date	Reimbursement Deadline	
Billing Period 4 Start Date	Billing Period 4 End Date	Reimbursement Deadline	

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

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

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

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

Certification

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

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

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

Name Title Date

Certifications & Assurances

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

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

Certification

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

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

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

Name Title Date

Full Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

• *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

• *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);*

• *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

• The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

• Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts and "Regulations, respectively.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

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

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as states)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
   (a) terminate the award, or

   (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

Audit Requirements

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

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2027

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of
declares that for the fiscal year ending September 30, 2027, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed $1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

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

Name **Title** **Date**

AUDIT EXEMPTION STATEMENT:

The town/city/agency of
declares that for the fiscal year ending September 30, 2027, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed $1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

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

Name **Title** **Date**

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

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

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

Applicant Signatures

Project Director

Designated Signatory:

* Check this box to sign & certify this application

Name	Title	Signature Date

Financial Officer

Designated Signatory:

* Check this box to sign & certify this application

Name	Title	Signature Date

Authorizing Official

Designated Signatory:

* Check this box to sign & certify this application

Name	Title	Signature Date

HSO Application Signatures

Program Manager

* Check this box to sign & certify this application

Name	Title	Date

Supervisor

* Check this box to sign & certify this application

Name	Title	Date

Fiscal

* Check this box to sign & certify this application

Name	Title	Date

Program Coordinator

* Check this box to sign & certify this application

Name	Title	Date

Governor's Representative

* Check this box to sign & certify this application

Name	Title	Date

Shared Documents

Our history has demonstrated time and time again that meaningful legislative change does not always begin inside the chambers of government. It often begins with an ordinary citizen who recognizes an injustice, challenges an established practice, and brings that concern before their elected representatives.

From the abolitionist movement to women's suffrage and the Civil Rights Movement, citizens have used their constitutional freedoms to challenge existing laws, policies, and institutional practices.

That tradition should not end at the doors of our own City Hall.

I want to make one principle absolutely clear: No municipal rule, internal policy, parliamentary procedure, institutional custom, or personal belief can supersede the constitutional protections afforded to the people.

The authority of this Board exists within the framework of the Constitution, not above it. Rules are established to maintain order and facilitate legislative business. They are not intended to diminish constitutional liberties, obstruct lawful petitioning, or place procedural barriers between the people and their elected representatives.

The First Amendment of the United States Constitution and Article First of the Connecticut Constitution protect the people's rights to assemble, speak, and petition their government for redress of grievances.

These protections do not guarantee that every petition will be adopted, every objection answered, or every citizen granted unlimited speaking time. However, government procedures must remain consistent with constitutional protections.

I am therefore asking this Board to consider a formal Citizen Petition and Legislative Recognition Procedure that provides a reasonable, transparent, and constitutionally consistent avenue for citizens to address this legislative body.

We are not asking for authority over our elected representatives. We are asking that the authority of our elected representatives remain accountable to the constitutional principles from which it derives.

The Constitution is not subordinate to municipal procedure. Municipal procedure must operate within the Constitution.

Respectfully submitted Gabriel Chaves

WATERBURY CITY CLERK
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City of Waterbury, Connecticut
Proposed Agenda Item
Establishment of a Citizens' Address, Objection and Recognition Period
Submitted to: President and Members of the Board of Aldermen
Submitted by: A Concerned Citizen of Waterbury
Requested action: Placement on the agenda for formal consideration and adoption.
Proposed motion for the Board's consideration
A Resolution to Establish a Formal Citizens' Recognition and Address Period
Whereas, the residents of Waterbury are the foundation of municipal government, and their participation is essential to transparent, accountable and representative governance;
Whereas, citizens regularly encounter municipal challenges involving housing, public safety, infrastructure, taxation, public services, neighborhood conditions and the administration of city government Therefore, it is proposed that the Board of Aldermen consider the following:
1. Formal Recognition: Establish a designated period during regular Board meetings in which citizens may be formally recognized by the President of the Board to address the assembly.
2. Citizens' Addresses: Permit residents to deliver prepared speeches concerning municipal challenges, public concerns, proposed improvements and matters affecting the welfare of Waterbury.
3. Right to Raise Objections: Provide citizens an orderly opportunity to state objections, challenge proposals, question the reasoning behind municipal actions and place concerns before the Board
4. Opportunity for Response: Permit the President, at their discretion and consistent with Board rules, to recognize citizens for reasonable follow-up statements, clarification or responses when necessary.
5. Temporary Suspension of Rules: Consider a temporary suspension of applicable procedural rules when necessary to facilitate this citizens' recognition period and permit meaningful public participation.
6. Equal Opportunity: Establish reasonable and consistently applied procedures so that residents have equal access to this opportunity without political affiliation or viewpoint determining recognition.
7. Public Record: Ensure that citizens' addresses and formal objections are reflected in the appropriate public meeting record

CONSTITUTIONAL MEMORANDUM IN SUPPORT OF THE PEOPLE'S RIGHT TO PETTTION, LEGISLATIVE PARTICIPATION, AND LAWFUL RECOGNITION BEFORE THE WATERBURY BOARD OF ALDERMEN

TO: President and Members of the Waterbury Board of Aldermen
FROM: Concerned Citizen of the City of Waterbury
RE: Formal Recognition of Citizens Exercising Their Constitutional Right to Petition, Address, and Seek Redress of Municipal Grievances
REQUESTED ACTION: Placement on the Board's agenda for formal consideration and adoption of a Citizens' Legislative Participation and Recognition Procedure.

I. PURPOSE OF THIS MEMORANDUM

This memorandum is respectfully submitted in support of establishing a formal procedure through which citizens of Waterbury may be recognized by the President of the Board of Aldermen to address the legislative body concerning matters of municipal importance.

The purpose is to strengthen the relationship between the people and their elected representatives by establishing a meaningful opportunity for residents to present grievances, raise objections, challenge proposed municipal actions, offer legislative recommendations, and seek clarification concerning matters affecting the public interest.

The request is not for special treatment, political privilege, or an exemption from reasonable parliamentary procedure.

It is a request for a recognized and orderly avenue of participation through which the people may exercise their constitutional right to petition their government.

The people should not be treated merely as spectators to the legislative process. They are the constituents whose interests municipal legislation is intended to serve.

II. CONSTITUTIONAL FOUNDATION

A. Connecticut Constitution — Article First, Section 2

The Constitution of the State of Connecticut expressly declares:

"All political power is inherent in the people, and all free governments are founded on their authority, and instituted for their benefit."

This provision establishes the fundamental principle that municipal government exists for the benefit of the people.

Elected representatives exercise governmental authority through public office, but the source of that authority remains the people.

The relationship between citizens and their elected representatives should therefore preserve meaningful avenues for public petition, legislative consideration, and redress of grievances.

B. Connecticut Constitution — Article First, Section 14

Section 14 provides:

"The citizens have a right, in a peaceable manner, to assemble for their common good, and to apply to those invested with the powers of government, for redress of grievances, or other proper purposes, by petition, address or remonstrance."

This provision is particularly relevant to the present proposal.

The Constitution expressly identifies three methods through which citizens may apply to government:

1. Petition.
2. Address.
3. Remonstrance.

An address is a means of presenting concerns directly to those entrusted with governmental authority. A remonstrance provides a means of formally expressing objections or opposition.

This proposal seeks to establish an orderly municipal procedure through which these forms of constitutional petition can be presented to the Board.

C. Connecticut Constitution — Article First, Sections 4 and 5

Sections 4 and 5 protect freedom of speech and prohibit laws that curtail or restrain freedom of speech or the press.

These protections reinforce the importance of preserving citizens' ability to communicate concerns about public administration, municipal policy, and legislative decisions.

D. United States Constitution — First Amendment

The First Amendment protects the rights of the people to speak, assemble, and petition the government for redress of grievances.

The right to petition is not limited to elections. Citizens may seek changes in public policy through organized advocacy, written petitions, public addresses, legislative proposals, and communications with elected representatives.

E. Fourteenth Amendment

The Fourteenth Amendment protects due process and equal protection under the law.

Municipal procedures governing public participation should be administered consistently and without viewpoint discrimination or arbitrary exclusion.

The purpose of this proposal is to establish transparent, reasonable, and equally administered procedures for citizens seeking recognition.

III. HISTORICAL PRECEDENT: CITIZENS HAVE CHANGED THE LAW THROUGH LEGISLATIVE PARTICIPATION

The history of the United States demonstrates that meaningful legislative change has frequently begun with ordinary citizens who recognized a public injustice, organized, petitioned government, challenged existing policies, and demanded action from elected representatives.

The following examples demonstrate why citizens must have meaningful opportunities to bring public concerns before legislative bodies.

1. The Women's Suffrage Movement — The Nineteenth Amendment

Women who were denied the right to vote did not simply accept their exclusion from the political process.

Citizens including Susan B. Anthony, Elizabeth Cady Stanton, Alice Paul, and generations of suffrage advocates organized conventions, circulated petitions, addressed legislators, lobbied elected officials, and challenged discriminatory laws.

Their efforts ultimately contributed to the passage and ratification of the Nineteenth Amendment in 1920, securing women's constitutional right to vote.

This achievement demonstrates that organized citizens can change the structure of American government through sustained legislative advocacy.

2. The Civil Rights Movement — Civil Rights Act of 1964

Ordinary citizens, community organizers, religious leaders, students, and civil rights advocates challenged discriminatory laws and public policies.

Their organizing, demonstrations, public testimony, petitions, and engagement with elected representatives helped create the political conditions for congressional action.

The Civil Rights Act of 1964 became a landmark federal law prohibiting discrimination in public accommodations and employment, among other protections.

This history demonstrates that public grievances, when brought before government through organized civic participation, can become legislative action that changes the nation.

3. Mothers Against Drunk Driving — Legislative Reform

In 1980, Candace Lightner founded Mothers Against Drunk Driving following the death of her daughter, Cari.

What began as the advocacy of an individual citizen developed into a national movement.

MADD organized families, brought public attention to impaired driving, advocated before lawmakers, and helped advance stronger laws.

The movement contributed to major legislative changes, including the federal minimum drinking age legislation enacted in 1984 and subsequent impaired-driving reforms.

This example demonstrates that a citizen does not need to hold public office to identify a municipal or national problem and advocate for legislative solutions.

4. Disability Rights Movement — Americans with Disabilities Act

Citizens with disabilities and their advocates organized, petitioned, protested, testified, and worked with legislators to challenge barriers that excluded people with disabilities from full participation in society.

Their advocacy helped produce the Americans with Disabilities Act of 1990.

The ADA established comprehensive federal protections against disability discrimination.

This movement demonstrates the importance of ensuring that people directly affected by government policies have meaningful opportunities to bring their experiences and proposed solutions before those who make the laws.

Historical Principle

These examples establish an important civic principle:

Legislative progress does not belong exclusively to elected officials. It is frequently initiated, demanded, and advanced by citizens who exercise their right to petition government.

Waterbury should preserve that tradition at the municipal level.

IV. THE DISTINCTION BETWEEN PUBLIC COMMENT AND MEANINGFUL LEGISLATIVE RECOGNITION

A limited opportunity to deliver prepared remarks is valuable, but it does not necessarily provide an adequate procedure for citizens who seek to present formal objections, clarify their positions, or engage with a matter being considered by the legislative body.

This memorandum therefore requests consideration of a structured recognition procedure.

The proposed procedure would allow citizens, subject to reasonable parliamentary rules, to:

- Deliver prepared addresses concerning municipal affairs.
- Present documented grievances and legislative recommendations.
- Raise objections to proposed policies or municipal actions.
- Request clarification concerning matters affecting the public.
- Seek recognition for a reasonable follow-up statement.
- Submit written petitions and supporting documentation for the public record.
- Request referral of a matter to the appropriate committee or municipal department.

The requested procedure would not require aldermen to answer every citizen, guarantee debate with individual members, or suspend the Board's authority to maintain order.

Rather, it would provide a defined process through which citizens can be recognized and their concerns formally presented.

V. THE PRESIDENT'S ROLE IN RECOGNITION

The President of the Board presides over the legislative proceedings and administers the Board's applicable rules.

This proposal respectfully requests that the President consider establishing a consistent recognition procedure that provides citizens with an orderly opportunity to address the assembly.

Recognition should be governed by published procedures, reasonable time limits, relevance to municipal affairs, and equal application to residents regardless of political affiliation or viewpoint.

Where appropriate and consistent with parliamentary procedure, the President should be able to recognize a citizen for clarification, a follow-up statement, or the presentation of an objection.

The requested recognition procedure would strengthen public participation without transferring legislative authority from elected representatives to individual citizens.

VI. PROPOSED LEGISLATIVE ACTION

The following action is respectfully requested:

A. Place the establishment of a Citizens' Legislative Participation and Recognition Period on the agenda for formal consideration.

B. Consider a temporary suspension of applicable Board rules, if necessary and legally permissible, to permit discussion and consideration of the proposal.

C. Establish a formal process for citizens to request recognition by the President of the Board.

D. Provide an opportunity for residents to deliver addresses, submit objections, present petitions, and recommend legislative action.

E. Establish a reasonable procedure for follow-up statements and clarification when recognized by the President.

F. Ensure that written citizen submissions may be received and appropriately reflected in the public record.

G. Refer citizen proposals to the appropriate committees or departments when further legislative or administrative consideration is warranted.

H. Adopt written procedures governing the recognition process so that participation is consistent, transparent, and equally administered.

VII. CONCLUSION: GOVERNMENT MUST REMAIN ACCESSIBLE TO THE PEOPLE

The history of our country was not written exclusively by those who occupied legislative offices.

It was also written by citizens who stood before their government and demanded that existing laws and policies be reconsidered.

Women fought for suffrage. Civil rights advocates challenged discrimination. Families demanded safer roads. People with disabilities demanded equal participation.

Their efforts remind us that the legislative process is not simply the responsibility of those elected to office. It is also a process through which citizens bring the needs, grievances, and aspirations of their communities before government.

Waterbury residents should have a meaningful and orderly opportunity to do the same.

The Board of Aldermen is not being asked to surrender its legislative authority, nor is any member being compelled to agree with a citizen's position.

The request is that the people be afforded a formal avenue to address the assembly, present objections, seek recognition, and participate in the civic process that affects their lives.

The constitutional right to petition government deserves more than symbolic acknowledgment.

It deserves a meaningful place in municipal government.

Respectfully submitted,

A Concerned Citizen of the City of Waterbury, Connecticut

Requested disposition: Placement on the Board of Aldermen's agenda for formal consideration, discussion, and legislative action.

CONTRACT
for
ON-CALL LINE-STOP SERVICES
between
City of Waterbury
and
ZC Utility Services LLC d/b/a Carner Bros.

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 ZC Utility Services LLC d/b/a Carner Bros., located at 10 Steel Ct, Roseland, NJ 07068-1236, a State of Connecticut, duly registered foreign (NJ) limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") Number 8945** for **ON-CALL LINE-STOP SERVICES**; and

WHEREAS, selected the Contractor to perform services regarding **RFP Number 8945**; and

WHEREAS, the City desires to obtain the Contractor's services for **ON-CALL LINE-STOP SERVICES** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all 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 **ON-CALL LINE-STOP SERVICES**, as detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8945** (acknowledged by the Contractor as having been received);

1.1.2 **Addendum No. 1 to RFP Number 8945**, dated October 1, 2026 and consisting of 2 pages (attached hereto);

1.1.3 Contractor's Proposal submitted in response to **RFP Number 8945**, consisting of 43 pages (incorporated by reference), and Contractor's 3 page Cost Proposal, dated October 2, 2026, (attached hereto);

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

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (incorporated by reference);

1.1.7 Special Conditions Article 1 – Article 11 consisting of 7 pages (attached hereto);

1.1.8 General Conditions Article 1 – Article 111 consisting of 34 pages (attached hereto);

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

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

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

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

1.2.1 Federal laws and regulations
1.2.2 State, and local laws, regulations, charter and ordinances
1.2.3 Contract Amendment(s) and Change Orders

1.2.4 Contract
1.2.5 Contractor's Price Proposal
1.2.6 Special Conditions
1.2.7 General Conditions
1.2.8 **RFP Number 8945 documents** not included above in 1.2.1 – 1.2.7

1.3. Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department), may request from the Contractor at any time during the term of this Contract a proposal to perform services pertaining to **ON-CALL LINE-STOP SERVICES** that shall be completed within the Contract Time of this Contract and as further provided in the applicable Task Order. The Contractor shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Contractor's response to the City's **RFP #8945** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Contractor's proposed level of effort for the Task Order work that includes equipment, material, and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Contractor (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Contractor until and unless the City issues a Purchase Order for such work; and
1.5.3 The Contractor shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. 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 Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. 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 solicitation 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 solicitation 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 solicitation process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's solicitation documents and other documents for **RFP Number 8945** (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. Contractor's Working hours shall be 24 hours/7 days a week as needed by the City.

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

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

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

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

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

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

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

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall be available to commence work upon full execution of this Contract (the "Effective Date") and shall complete all work and services required under this Contract within **Three (3) Years** of the City's written Notice to Proceed and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified below and in any fully executed Task Order(s) issued under this Contract ("Contract Time"):

Project Milestone – Response Time: Contractor shall respond to any and all emergency service requests by the City within two (2) hours of receipt of a phone call, text, e-mail or other communication by the City. Failure to respond to an emergency service request by the City shall be considered a "for cause" basis for termination under Section 16.4.1 of this Contract.

Project Milestone – Mobilization: Contractor shall mobilize its staff and equipment at the location of the emergency within four (4) hours of receipt of a phone call, text, e-mail or other communication by the City requesting emergency service.

5.1. Option Periods. The parties hereto shall have the option to extend this Contract pursuant to the same terms and conditions stated herein for up to two (2) additional one (1) year terms, Option #1 for a one (1) year period commencing the day after the Initial Term of this Contract and Option #2 for a one (1) year period commencing the day after Option #1's term expires. Said Options shall be exercised by mutual written consent of the parties hereto prior to the expiration of the preceding term.

5.1.1. As used in this Agreement, "Contract Time" shall include the Initial Contract Term plus any Option Year(s) elected by the City.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Fifty Dollars and Zero Cents ($500.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Cents ($500.00)** per hour for each and every hour for which the Contractor is late in responding to and/or mobilizing staff and equipment in response to the City's request for emergency services; or the actual damages incurred by the City caused by the delay.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work

or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. The fee payable to the Contractor shall be in accordance with the Contractor's response to **RFP No. 8945**, and Contractor's Price Proposal, dated October 2, 2026 and consisting of 3 pages (attached hereto), and all applicable fully executed Task Orders and Purchase Orders.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five (5%) percent 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.

6.2.4.1 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.

6.2.4.2 Contractor is hereby put on notice that CHRO's written approval is required prior to the City releasing withheld retainage per Section 6.2.4.1.

6.2.4.3 The two percent (2.0 %) provided in Section 6.2.4.1 is part of the five percent (5.0 %) retainage provided in Section 6.2.4, 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.

6.4. Proposal Costs. All costs of the Contractor in preparing its response for **RFP Number 8945** 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) 365** calendar days after the City delivers its written notice of its acceptance of each Project identified in a fully executed Task Order 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. In the City's sole discretion, the City may elect to require the Contractor to furnish to the City a performance bond or payment bond or both, each bond written for a penal sum equaling the "Total Compensation" amount of each Task Order, in a form and with a surety, acceptable to the City. If the City elects to require such bonds, the City shall include such requirement in any Task Order for which such bonds will be required by the City. The Contractor shall then furnish to the City any required bond prior to the issuance of the corresponding Purchase Order by 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 City delivers its written notice of its acceptance of all projects identified in any fully executed Task Order.

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 per 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 (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**

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

11.4.5 Contractors Pollution Liability Insurance
$1,000,000.00 each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

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

11.7. Certificates of Insurance: All of the Contractor's Liability Insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to add the City as an additional insured on a primary and noncontributory basis. All policies shall include a Waiver of Subrogation except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on a primary and noncontributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation."** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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. Consultant agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and

relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by Public Act 25-168, and as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Awarding agency" means a state agency or political subdivision of the state, including a municipality or quasi-public agency.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (i) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (ii) have the power to direct the management and policies of the enterprise, and (iii) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees, where such funding equals one hundred fifty thousand

dollars or more.

iv. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, **amended by Public Act 25-168, and as may be amended from time to time,** if the public works contact awarded to the Contactor is funded as provided in 12.4.3 below

12.4.3 The Contactor shall be subject to the following set-aside requirements if the public works contact, is funded in whole or in part by the State of Connecticut, and is equal to, or 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: - **NOT APPLICABLE TO THIS RFP**

i. This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is $TBD 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 No Affiliated Subcontracting to Satisfy Goal. The Contractor shall not subcontract with an affiliated person or entity in violation of Conn. Gen. Stat. § 4a-60g. An affiliated contractor or subcontractor shall not be credited toward the City's spending-allocation goals where such credit is prohibited by law.

12.4.5.1 Changes in Subcontractors. The Contractor shall not replace, terminate, materially reduce the work of, or otherwise alter the participation of a small contractor or minority business entity identified for purposes of satisfying a spending allocation goal without providing the City with prior written notice

and satisfying all requirements imposed by the Commission on Human Rights and Opportunities and applicable law. The Contractor shall document good-faith efforts to replace any subcontractor with another qualified certified contractor where required by law or the Commission on Human Rights and Opportunities**.**

12.4.6 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside program requirements, including, but not limited to, good faith efforts plan and compliance report submissions, shall be a material breach of this Contract. If required by the City, the Contractor shall provide the City with evidence of submission and disposition of all required State of Connecticut Set-Aside programs reports.

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.

(g) The contractor shall include the provisions of subsections (b) and (c) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities.

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 through H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce

labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

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

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

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

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the

Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

17.2. Change of law, 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 8945** and **(ii)** the Contractor's response to **RFP Number 8945**. 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: ZC Utility Services LLC d/b/a Carner Bros.
10 Steel Ct
Roseland, NJ 07068-1236

City: Superintendent
City of Waterbury
Water Department
21 East Aurora Street
Waterbury, CT 06708

With copy to: Corporation Counsel
City of Waterbury
235 Grand Street, 3rd Floor
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 or Proposal for the Work contemplated.

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and (iii) 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 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.

35.17 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 Water Department or other Using Agency as may be identified in any fully executed Task Order**.

[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: **ZC Utility Services LLC d/b/a Carner Bros.**

Sign:_____ By:_____
Print name: Print name:

Its _____

Sign:_____
Print name: Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8945** (acknowledged by the Contractor as having been received);

1.1.2 **Addendum No. 1 to RFP Number 8945**, dated October 1, 2026 and consisting of 2 pages (attached hereto);

1.1.3 Contractor's Proposal submitted in response to **RFP Number 8945**, consisting of 43 pages (incorporated by reference), and Contractor's 3 page Cost Proposal, dated October 2, 2026, (attached hereto);

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

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (incorporated by reference);

1.1.7 Special Conditions Article 1 – Article 11 consisting of 7 pages (attached hereto);

1.1.8 General Conditions Article 1 – Article 111 consisting of 34 pages (attached hereto);

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

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

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

October 1, 2026

RFP 8945 On-Call Line-Stop Contractor

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 #8945**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answer below.

Questions: Section 1.1.11 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference). – Please identify and provide a list of required permits.
Section 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, - Please identify and provide a list of required permits and all licenses that are/may be required of the Line Stop Contractor.
ARTICLE 2. ADDENDUM TO GENERAL CONDITIONS ARTICLE 27 Reference is made to General Conditions Article: ARTICLE 27. PERMITS The Contractor shall obtain local permits and registrations necessary to complete the project at no additional cost to the City, including, but not, limited to the following: • City of Waterbury Building Permit Please provide a list of permits that are required that are/may be required of the Line Stop Contractor.
Answer: Please refer to Contract Section 3.11, Special Conditions Article 2 and General Conditions Article 27 for permitting and licensing requirements for this Contract. As this is an On-Call Contract, the actual work to be performed will be specified in any issued Task Order. Contractor will be required to obtain any license, registration and/or permits necessary to perform that specified work. It is anticipated that the necessary license, registration and/or permits would include at a minimum a license to do business in the State of Connecticut, but as provided in General Conditions Article 27, “Contractor shall keep himself fully informed of all

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

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."

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

REQUEST FOR PROPOSAL
#8945
BY
THE CITY OF WATERBURY
Bureau of Water
On Call Line-Stop Contractor

RFP # 8945

ATTACHMENT E - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: October 2, 2026

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

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

ZC Utility Services LLC dba Carner Bros.
(Print or Type Company/Corporate Name)

10 Steel Ct., Roseland, NJ 07068
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page(s)]

REQUEST FOR PROPOSAL # 8945

ATTACHMENT E (Cost Schedule)

Three years (3) from Notice to Proceed; Option for two (2) additional years.

1- Line Stop Services for Concrete Pipes. The cost per unit installation includes services for up to seven (7) days.

Item Number	Size	Cost Per Unit, Install Year 1	Cost Per Unit, Install Year 2	Cost Per Unit, Install Year 3	Cost Per Unit, Install Year 4	Cost Per Unit, Install Year 5
1	18.0 Inch	42,780.00	47,260.00	52,460.00	57,320.00	62,540.00
2	20.0 Inch	45,780.00	50,260.00	55,460.00	60,320.00	65,540.00
3	24.0 Inch	48,780.00	53,260.00	58,460.00	63,320.00	68,540.00
4	30.0 Inch	56,780.00	61,260.00	66,460.00	71,320.00	76,540.00
5	36.0 Inch	59,780.00	64,260.00	69,460.00	74,320.00	79,540.00
6	42.0 Inch	72,780.00	77,260.00	82,460.00	87,320.00	92,540.00

2- Line Stop Services Cast and Ductile Iron Pipes. The cost per unit installation includes services for up to seven (7) days.

Item Number	Size	Cost Per Unit, Install Year 1	Cost Per Unit, Install Year 2	Cost Per Unit, Install Year 3	Cost Per Unit, Install Year 4	Cost Per Unit, Install Year 5
1	18.0 Inch	24,750.00	27,750.00	29,750.00	32,750.00	35,750.00
2	20.0 Inch	26,750.00	29,750.00	32,750.00	35,750.00	38,750.00
3	24.0 Inch	29,750.00	32,750.00	34,750.00	37,750.00	40,750.00
4	30.0 Inch	36,750.00	39,750.00	41,750.00	44,750.00	47,750.00
5	36.0 Inch	39,750.0	42,750.00	44,750.00	47,750.00	50,750.00
6	42.0 Inch	52,750.00	55,750.00	58,750.00	61,750.00	64,750.00

In addition, please provide your Daily rate after the 7th day:

Dailly Rate Year 1	Dailly Rate Year 2	Dailly Rate Year 3	Dailly Rate Year 4	Dailly Rate Year 5
2,550.00	3,050.00	3,550.00	4,050.00	4,550.00

Materials Markup: Please provide percentage of material markup ____% of the invoiced cost of materials.

47-2047519

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

ZC Utility Services LLC dba Carner Bros.

Company Name

Corporate Officer
(if applicable)

By: Todd R. Zartman, Pesident

(Title)

10 Steel Ct.

(Business Address)

Roseland, NJ 07068

(City, State, Zip Code)

Date: October 2, 2026

Email: admin@carnerbros.com

END OF ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2026

PRODUCER	Fax#	Phone#
J.J. Farber-Lottman Co., Inc. 200 Route 5 / P.O. Box 613 Palisades Park, NJ 07650		

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	Fax#	Phone#
ZC Utility Services, LLC t/a Carner Brothers P.O. Box 116 Roseland, NJ 07068		

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Company	25666
INSURER B: Travelers Property Cas. Comp. of Am.	25674
INSURER C: The Charter Oak Fire Insurance Comp.	25615
INSURER D: The Travelers Indemnity Comp. of CT	25682
INSURER E: Shelterpoint Life Insurance Co.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY ✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✔ PRO-JECT ☐ LOC	DT-CO-4W151504-TIL-26	02/11/26	02/11/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
D		AUTOMOBILE LIABILITY ✔ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✔ HIRED AUTOS ✔ NON-OWNED AUTOS	BA-4W14564A-26-26-G	02/11/26	02/11/27	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY ✔ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	CUP-4W156155-26-26	02/11/26	02/11/27	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	UB-4W150187-26-26-G	02/11/26	02/11/27	✔ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E		OTHER Equipment Floater DISABILITY	DT-CO-4W151504-IND-26 DBL766714	02/11/26 03/18/26	02/11/27 03/17/27	Leased/Rented Equip Equipment LIMITS	$100,000 $410,000 STATUTORY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: The City of Waterbury is named as Additional Insured on a Primary Non-Contributory basis with respect to the work and operations of ZC Utility Services, LLC only,on their behalf as per their written contract requiring the same. Waiver of Subrogation applies. Subject to policy conditions and exclusions.

CERTIFICATE HOLDER	Fax#	Phone#
The City of Waterbury 235 Grand Street Waterbury, CT 06702		

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE

ARTICLE 1 - SPECIAL NOTE……. SC-1

ARTICLE 2- ADDENDUM TO GENERAL CONDITIONS ARTICLE 27…….SC-1

ARTICLE 3- ADDENDUM TO GENERAL CONDITIONS ARTICLE 16, 17, 56, 76, 78…….SC-1

ARTICLE 4- ADDENDUM TO GENERAL CONDITIONS ARTICLE 31, 80.., 86……...SC-2

ARTICLE 5- ADDENDUM TO GENERAL CONDITIONS ARTICLE 94…….SC-2

ARTICLE 6- ADDENDUM TO GENERAL CONDITIONS ARTICLE 34…….SC-3

ARTICLE 7- ADDENDUM TO GENERAL CONDITIONS ARTICLE 78…….SC-3

ARTICLE 8- ADDENDUM TO GENERAL CONDITIONS ARTICLE 15…….SC-3

ARTICLE 9- ADDENDUM TO GENERAL CONDITIONS ARTICLE 84, 18, 87…….SC-3

ARTICLE 10- ADDENDUM TO GENERAL CONDITIONS ARTICLE 82..……..……SC-4

ARTICLE 11- ADDENDUM TO GENERAL CONDISTIONS ARTICLE 41, 43, 57…….SC-4

ARTICLE 12- STORAGE...……..…….....SC-4

SPECIAL CONDITIONS

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. These Special Conditions amend or supplement the General Conditions and other provisions of the Bid Documents and shall be subject to all requirements of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract, including General Conditions, apply to these Special Conditions. Where items of the Bid Documents or General Conditions are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Bid Documents or General Conditions shall be assumed to be omitted if not repeated herein. Whenever the term "Bid" is used herein, it shall mean "Proposal".

Unless expressly provided for otherwise, the costs associated with all work under the Special Conditions shall be included in Contractor's Total Price Proposal.

ARTICLE 2. ADDENDUM TO GENERAL CONDITIONS ARTICLE 27

Reference is made to General Conditions Article:

ARTICLE 27. PERMITS

The Contractor shall obtain local permits and registrations necessary to complete the project at no additional cost to the City, including, but not, limited to the following:

- City of Waterbury Building Permit

The cost of obtaining and maintaining the permits shall be included in the Contractor's Total Bid Price.

ARTICLE 3. ADDENDUM TO GENERAL CONDITIONS ARTICLE 16, 17,56,76,78

Reference is made to General Conditions Articles:

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS
ARTICLE 17. "OR EQUAL" CLAUSES
ARTICLE 56. PROTECTION OF WORK AND MATERIALS
ARTICLE 76. DEFECTIVE MATERIALS
ARTICLE 78. SAMPLES AND ORDERING LISTS

The Contractor shall furnish all material, equipment, tools, labor and insurance required to perform a complete installation in accordance with this specification and applicable drawings. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order.
The Contractor shall be responsible for bringing to the attention of the City any shortcomings of the design, or there by, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.
The Contractor shall protect the entire installation from injury on the Project until final acceptance. Failure to do so shall be sufficient cause for the Project Engineer to reject any work.

All materials furnished for this Project shall be new, undamaged Deliver materials in manufacturer’s original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

ARTICLE 4. ADDENDUM TO GENERAL CONDITIONS ARTICLE 31, 80, 86

Reference is made to General Conditions Article:
ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS
ARTICLE 80. FINISHING AND CLEANING UP
ARTICLE 86. DUST AND SPILLAGE CONTROL

The Contractor is responsible for the daily clean-up and disposal of all trash and construction debris relating to this Project. Plant dumpsters shall not be used for the disposal of debris. Should the Contractor dispose of any debris into plant facilities, the cost of removal will be deducted from the project’s final payment under this contract.

Occupied areas shall be broom cleaned and vacuumed at the end of the work day. Debris and materials shall be removed from the site.

ARTICLE 5. ADDENDUM TO GENERAL CONDITIONS ARTICLE 94

All Materials by this specification shall be the product of one manufacturer. Manufacturers furnishing equipment shall have been engaged in work of this type, for at least five years and shall have completed five installations of equivalent size.

All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure is in conformance with the performance requirements specified herein.

Cladding Membrane: The structure shall be clad with a flame retardant polyethylene fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The membrane fabric shall be waterproof and free from defects. All roofs, walls, end walls and connecting sections shall be weather tight.

The material shall be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating must be UV stabilized and must carry a minimum 15-year manufacturer's warranty. The minimum fabric please see the minimum fabric specification.

All roofs, walls, end walls and connecting sections shall be weather tight. The material shall be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating must be UV stabilized and must carry a minimum 15-year manufacturer's warranty.
The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Construction Manager for decisions. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

ARTICLE 6. ADDENDUM TO GENERAL CONDITIONS ARTICLE 34

Reference is made to General Conditions Article:
ARTICLE 34. GENERAL WARRANTY PERIOD

The Contractor shall guarantee all materials and workmanship for a minimum of one (1) full year after formal acceptance of the Project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

ARTICLE 7. ADDENDUM TO GENERAL CONDISTIONS 78

Reference is made to General Conditions Article:
ARTICLE 78. SAMPLES AND ORDERING LIST

The Contractor is required to submit a sample of the fabric made in accordance with this specification. Samples shall be delivered, at no cost to the City, to a destination set forth by the City, seven days prior starting date as a condition of approval.

The Sample may be held by the City to insure that all equipment delivered conforms in every respect to the sample.

ARTICLE 8. ADDENDUM TO GENERAL CONDISTIONS 15

Reference is made to General Conditions Article:

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

The Contractor shall furnish three sets of drawings for approval, describing and/or illustrating all equipment covered by this Contract. Fabrication must not be started until prints with the Engineer's "Final Approval" stamp affixed thereon, have been returned to the manufacturer.

ARTICLE 9. ADDENDUM TO GENERAL CONDITIONS 84, 19, 87

Reference is made to General Conditions Article:

ARTICLE 84. LOADING
ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)
ARTICLE 87. CARE OF THE WORK

Receive, unload and distribute to jobsite with contractor furnished trucks with minimal disruption to City occupied areas including: Receiving docks, hallways.

The Contractor must coordinate with the City for any delivery. The Contractor shall be responsible to coordinate with the City where it is allowed to park during working hours. The Contractor shall be responsible for the proper notification of the City whenever installation work is to be performed.

ARTICLE 10. ADDENDUM TO GENERAL CONDISTIONS 41, 43, 57

Reference is made to General Conditions Article:

ARTICLE 41. CONTRACTOR'S OBLIGATIONS
ARTICLE 43. SAFETY AND HEALTH REGULATIONS
ARTICLE 57. FURTHER SAFEGUARDS

The Contractor is responsible for the safety of its employees.

The Contractor nevertheless remains solely responsible for the safety of all persons and property, and must take whatever steps may be necessary or appropriate to assure that safety.

The Contractor is solely responsible for the development and implementation of their own safety program.

The Contractor shall comply with applicable provisions of federal, state, and municipal safety laws and building codes.

ARTICLE 11. STORAGE

The Contractor is responsible to provide its own storage area to store the materials. If the Contractor uses any City property during the construction, Contractor shall be required to restore any disturbed area to a condition as good as or better than existing conditions. The Contractor shall be fully responsible for any damage that occurs to the materials during the storage period.

END OF SECTION

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
1.	PLANS AND SPECIFICATIONS AT THE SITE	GC-1
2.	CONSTRUCTION PROGRESS SCHEDULE	GC-1
3.	ESTIMATED QUANTITIES	GC-2
4.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	GC-2
5.	PARTIAL PAYMENTS	GC-2
6.	INSPECTION AND TESTS	GC-2
7.	UTILITIES	GC-3
8.	SEDIMENTATION AND EROSION CONTROL	GC-3
9.	PROTECTION OF ENVIRONMENTAL RESOURCES	GC-4
10.	ENVIRONMENTAL PROTECTION PLAN	GC-5
11.	TEMPORARY UTILITIES	GC-5
12.	ABBREVIATIONS	GC-5
13.	SUBSURFACE EXPLORATION	GC-7
14.	CONTRACT AND CONTRACT DOCUMENTS	GC-7
15.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	GC-7
16.	CONTRACTOR'S TITLE TO MATERIALS	GC-8
17.	“OR EQUAL" CLAUSES	GC-8
18.	REPRESENTATIONS OF THE CONTRACTOR	GC-8
19.	PROTECTION OF WORK AND PROPERTY (EMERGENCY)	GC-9
20.	WEATHER CONDITIONS	GC-9
21.	SUBLETTING	GC-9
22.	SUBSTITUTE BOND	GC-10
23.	RIGHT TO WITHHOLD PAYMENTS	GC-10
24.	PAYMENTS BY CONTRACTOR	GC-10
25.	NOTICE OF WARNING	GC-11
26.	PROGRESS MEETINGS.	GC-11
27.	PERMITS	GC-11
28.	RIGHT TO USE THE WORK	GC-11
29.	PROVISIONS REQUIRED BY LAW	GC-11
30.	WAIVER	GC-11
31.	USE OF PREMISES AND REMOVAL OF DEBRIS	GC-12

32. THIS SECTION INTENTIONALLY OMITTED GC-12
33. CONSTRUCTION EQUIPMENT AND MACHINERY GC-12
34. GENERAL GUARANTEE..... GC-13
35. PROCEDURE IN CONSTRUCTION..... GC-13
36. THIS SECTION INTENTIONALLY OMITTED GC-13
37. CONTROL OF WORK GC-13
38. CITY'S CONTROL NOT LIMITED..... GC-14
39. AUTHORITY AND DUTIES OF INSPECTORS GC-14
40. INSPECTION AND CORRECTION OF WORK GC-14
41. CONTRACTOR'S OBLIGATIONS..... GC-15
42. TOILET ACCOMMODATIONS AND DRINKING WATER..... GC-15
43. SAFETY AND HEALTH REGULATIONS..... GC-15
44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS..... GC-15
45. THIS SECTION INTENTIONALLY OMITTED GC-16
46. LISTING OF EMPLOYMENT OPENINGS GC-16
47. SERVICE OF PROCESS..... GC-16
48. INTENTIONALLY OMITTED GC-16
49. WAGE RATES GC-16
50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES..... GC-16
51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION..... GC-17
52. WAGE UNDERPAYMENTS AND ADJUSTMENTS..... GC-17
53. CONFORMANCE OF WORK..... GC-17
54. DIMENSIONS AND SCHEDULES GC-17
55. PROTECTION FROM STORM..... GC-17
56. PROTECTION OF WORK AND MATERIALS..... ... GC-18
57. FURTHER SAFEGUARDS GC-18
58. FIRST AID TO INJURED..... GC-18
59. CONFORMANCE WITH DIRECTIONS..... GC-18
60. COMPETENT HELP TO BE EMPLOYED GC-18
61. STREETS AND SIDEWALKS TO BE KEPT OPEN..... GC-18
62. LIGHTS, BARRIERS, FENCES, WATCHMEN & INDEMNITY GC-19
63. WORK OUTSIDE REGULAR HOURS..... GC-19
64. BUS LINE INERFERENCE..... GC-19
65. COLD WEATHER WORK..... GC-20

66. BLASTING AND EXPLOSIVES GC-20
67. TUNNELING GC-20
68. RESERVED MATERIALS/EXCAVATED MATERIALS GC-20
69. OBSTRUCTIONS AND CROSSOVERS GC-21
70. DIRECTIONAL SIGNS AND LIGHTS GC-21
71. MAINTENANCE OF WORKPLACE GC-21
72. OPERATIONS AT SEVERAL POINTS GC-21
73. INTERFERENCE WITH EXISTING STRUCTURES GC-21
74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS GC-22
75. MATERIALS GC-22
76. DEFECTIVE MATERIALS GC-22
77. INSPECTION AND TESTING OF FURNISHED MATERIALS. GC-22
78. SAMPLES AND ORDERING LISTS GC-22
79. SANITARY CONVENIENCES GC-22
80. FINISHING AND CLEANING UP GC-23
81. RIGHTS OF ACCESS GC-23
82. WORK BY OTHERS GC-23
83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY GC-23
84. LOADING GC-24
85. COMPLETION OF WORK GC-24
86. DUST AND SPILLAGE CONTROL GC-25
87. CARE OF THE WORK GC-25
88. EMERGENCY WORK GC-25
89. FIRE PREVENTION AND PROTECTION GC-25
90. PLANIMETER GC-25
91. SUPERINTENDENCE GC-25
92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS GC-26
93. DAILY REPORTS GC-26
94. MATERIAL AND WORKMANSHIP GC-26
95. TEMPORARY WATER SUPPLY GC-26
96. FITTING AND COORDINATION OF WORK GC-26
97. ARCHEOLOGICAL FINDS GC-27
98. EXCAVATIONS NEAR UNDERGROUND UTILITIES GC-27

99. WATER QUALITY OF WELLS. GC-27
100. WORK IN STATE HIGHWAYS GC-27
101. EXISTING INSPECTION REPORTS GC-28
102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS GC-28
103. CLEANING FINISHED WORK GC-28
104. THIS SECTION INTENTIONALLY OMITTED GC-28
105. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS GC-28
106. SEMI - FINAL INSPECTION GC-29
107. CERTIFICATE OF FINAL COMPLETION GC-29
108. FINAL ESTIMATE GC-29
109. CERTIFICATION OF FINAL PAYMENT GC-29
110. FINAL ACCEPTANCE OF PROJECT GC-29
111. ACCEPTANCE OF FINAL PAYMENT GC-30

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of the Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, the costs associated with all work under the General Conditions shall be included in Contractor's Total Bid Price. As used herein, "Bid" shall mean "Proposal."

There are two (2) affected entities which occupy and perform work at the property of the Water Treatment Facility where this construction contract will take place. They are:

- City of Waterbury, owner of the Water Treatment Facility
- Veolia Water, the operator of the Water Treatment Facility

The Contractor shall coordinate all work activities with the parties mentioned above and keep the Project Engineer apprised of this coordination. The Contractor shall maintain access to all parts of the facilities for the above companies throughout the duration of the construction contract.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions.

2.02 The Construction Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall state the methods for doing each portion of the work. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.03 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction

Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.04 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished on the Bid Form are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City, on forms provided by the City, a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms provided by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum bid item. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor’s periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum bid item shall break the bid price down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5 % of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 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. The 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 entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within one (1) week after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, 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 one (1) week 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. Traffic control plan when necessary.

H. Methods of protecting surface and ground water during construction activities.

I. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents, a) the Contractor shall be responsible for determining and supplying at no cost to the City the temporary utilities that will be needed to complete the work, and b) the necessary temporary utilities shall be installed at the start of the Project. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project and removed prior to final completion of the Project, with the site being left in the same condition as it was at the start of the Project, all unless otherwise authorized in writing by the City.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge

WOG Water, Oil, Gas

WSP Water Steam Pressure

"Federal Specification" A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, the boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 The City shall interpret its own requirements. In case of any conflict or inconsistency between the provisions of this signed portion of the Contract and those of the Specifications, the provisions of the signed portion of the Contract shall govern.

14.02 The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer six copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of four (4) weeks for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which

the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an “equal.” Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter. Any claim for compensation for this work by the Contractor due to such extra work shall be promptly submitted to the City for approval of payment.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 All work shall be temporarily suspended when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the Project Engineer and the express resolution of the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the Project Engineer and the express resolution of the City. The Contractor must keep the Contract in his name and control until all work is completed and accepted by and the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the Project Engineer and City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract and the General Conditions and other contract documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five business days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered.
2. For all material, tools and other expendable equipment to the extent of ninety-five per cent (95 %) of the cost thereof, not later than the 20th day of the calendar month following that in which the materials, tools and equipment are delivered at the site of the project.
3. For all material, tools and other expendable equipment the balance of the cost in (2) above not later than the 30th calendar day of the month following the completion of that part of the work in or on which such material, tools and other expendable equipment are incorporated.
4. To each of the subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) 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. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

30.02 No modification of this Contract or waiver of any of its items or provisions, except as herein provided, shall be made by, or on behalf of, the City, excepting by a resolution duly adopted by said City and spread upon its

minutes.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.
7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

ARTICLE 32. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer’s recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. GENERAL WARRANTY PERIOD

34.01 If, within the one year Warranty Period as set forth in Section 7 of the Contract, any portion of the work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) business days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) business days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided

shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.02 The Payment and Performance Bonds shall remain in full force and effect through the one year Warranty Period.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined 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. THIS SECTION INTENTIONALLY OMITTED.

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 At all times work is being performed under this Contract, the Contractor shall have an English-speaking superintendent, as an employee of the Contractor, present at the site. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or determination of the City shall control, and in which work shall be performed to the City’s satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Specifications. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Specifications. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for as Extra Work.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize. him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. Additional sets will be furnished upon request at the cost as determined by the City. Such drawings and specifications are not to be used in other work. Any sets in usable condition shall be returned to the City upon request, at the completion or cessation of the work or the termination of the Contract.

ARTICLE 45. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 46. LISTING OF EMPLOYMENT 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. INTENTIONALLY OMITTED

ARTICLE 49. WAGE RATES

49.01 INTENTIONALLY OMITTED.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 46). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by Sections 31-53 and 3254 of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government or the State of Connecticut shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City’s requirements have been met and the City or Project Engineer has directed that work be resumed. Any

work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 The Contractor shall be responsible for maintaining the project roads from the time of contract signing until final project acceptance by the City. This responsibility will include snow and ice removal, road sanding and mechanical sweeping, and roadway patching with materials approved by the Project Engineer.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located in the Waterbury City Hall, Telephone (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and

regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the Project Engineer may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at ALL blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they 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, or entity identified in Article 82 below, or 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. In addition, the Contractor shall not interfere with, nor obstruct in any way, the following entities:

- City of Waterbury, owner of the Water Treatment Facility
- Veolia Water, the operator of the Water Treatment Facility

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 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 English-speaking superintendent, as an employee of the Contractor, in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capacity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 4:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every 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 Should the Contractor or Engineer discover evidence of remains, such as stone masonry building foundations, bones or other items of archaeological significance, Contractor shall report these findings to (1) Owner, (2) Local Historical Society, (3) State Historic Preservation Office (860) 256-2761, and (4) Resident Project Representative, and shall exercise the utmost care to ensure that these areas remain undisturbed. Contractor shall allow recovery of such finds by the authorities, shall not remove such artifacts under penalty of law, and shall prevent constriction or private vehicles from crossing over these areas. In addition, when directed by the Engineer, cover these areas with 1-ft common fill to the limits directed by the Engineer. Be advised that graves and any associated human remains are protected by Connecticut State law (C.G.S. Section 10-388 and 10-390). Any possible human skeletal remains must be reported to the State Archaeologist (860) 486- 5248 and the State's Chief Medical Examiner (860) 679-3980 immediately upon discovery. If the State Archaeologist is unavailable, please contact the State Historic Preservation Office at the number above for immediate assistance.

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In compliance with Public Act No. 77-350, "An Act Concerning Excavations Near Underground Utility Facilities," of the State of Connecticut, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Connecticut Underground Utilities Protection Authority (CUUPA) "CALL BEFORE YOU DIG" (Toll Free

1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The CUUPA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact CUUPA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 In addition to other requirements specified herein, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment. All testing of materials furnished under these Specifications shall be provided by the Contractor at no additional expense to the City.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes 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 the Project Engineer shall issue a CERTIFICATE OF FINAL COMPLETION.

ARTICLE 108. FINAL ESTIMATE

108.01 Upon the completion of the required work as required by the Contract Documents, the Engineer shall prepare a FINAL ESTIMATE showing the final estimate of quantities. 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 Final Estimate by adding or deducting said amounts from the gross sum bid. All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in the FINAL ESTIMATE.

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

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

ARTICLE 109. CERTIFICATION OF FINAL PAYMENT

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

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

ARTICLE 110. FINAL ACCEPTANCE OF PROJECT CERTIFICATE OF PAYMENT

110.01 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 Engineer:

i. All documentation and supporting information required by the Contract Documents;

ii. Reports and forms required on all Federal Aid Projects;

iii. Warranties, guaranties, 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 FINAL PAYMENT to the Contractor, and

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

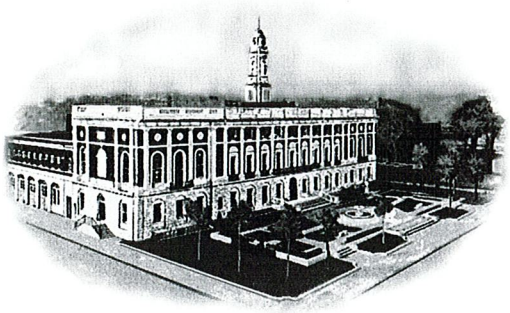
ARTICLE 111. ACCEPTANCE OF FINAL PAYMENT

111.01 The acceptance by the Contractor, or by anyone claiming by or through him, 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 there under, 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 40 days after mailing of such final payment. Such statement shall specify the items. 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

#11

MICHAEL J. DALTON
CITY CLERK



Office: (203) 574-6744
Fax: (203) 574-6745
E-mail: mdalton@waterburyct.org

OFFICE OF CITY CLERK

THE CITY OF WATERBURY

CONNECTICUT

WATERBURY CITY CLERK
RECEIVED
2026 NOV -5 P 1:46

HONORABLE BOARD OF ALDERMEN
235 Grand Street
Waterbury, CT 06702

NOVEMBER 05, 2026

Dear Aldermen:

Pursuant to Connecticut General Statutes 1-225(b), the following is a list of regularly scheduled meetings for the Board of Aldermen:

CALENDAR YEAR 2027

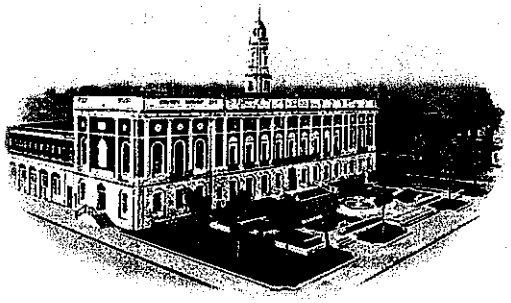
CUT-OFF DATES	MEETING DATES
Thursday, December 31, 2026	Monday, January 11, 2027
Thursday, January 14, 2027	Monday, January 25, 2027
Thursday, January 28, 2027	Monday, February 08, 2027
Thursday, February 11, 2027	Monday, February 22, 2027
Thursday, February 25, 2027	Monday, March 08, 2027
Thursday, March 11, 2027	Monday, March 22, 2027
Thursday, March 25, 2027	Monday, April 05, 2027
Thursday, April 08, 2027	Monday, April 19, 2027
Thursday, April 29 2027	Monday, May 10, 2027
Thursday, May 13, 2027	Monday, May 24, 2027
Thursday, May 27, 2027	Monday, June 07, 2027
Thursday, June 10, 2027	Monday, June 21, 2027
Friday, June,25, 2027	Tuesday, July 06, 2027
Thursday, July 08, 2027	Monday, July 19, 2027
Thursday, July 29, 2027	Monday, August 09, 2027
Thursday, August 12, 2027	Monday, August 23, 2027
Friday, August 27, 2027	Tuesday, September 07, 2027
Thursday, September 09, 2027	Monday, September 20, 2027
Friday, October 01, 2027	Tuesday, October 12, 2027
Thursday, October 14, 2027	Monday, October 25, 2027
Thursday, October 28, 2027	Monday, November 08, 2027
Wednesday, November 10, 2027	Monday, November 22, 2027
Wednesday, November 24, 2027	Monday, December 06, 2027
Thursday, December 09, 2027	Monday, December 20, 2027

The Board of Aldermen will meet in the Aldermanic Chambers at 6:00 p.m. All items must be submitted by 4:00 p.m. on the specified cut-off date above.

Sincerely,

Michael J. Dalton
City Clerk

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: November 5, 2026

Subject: Budget Transfer – State MGIA Grant FY27

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **Municipal Grants-in-Aid (MGIA) State Grant Budget** for the Fiscal Year ending June 30, 2027 in the amount of $5,500,000.

Department/Account	Acct Unit #	Acct #	Available	Projected	From	To
MGIA Grant						
MGIA Unallocated	6010741099993	500000	$5,782,090	$282,090	$5,500,000	
Department of Public Works						
FY27 Milling & Paving of Roads & Parking Lots	6010741029503	547002	$2,000,000	$7,500,000		$5,500,000
Total MGIA Transfers					**$5,500,000**	**$5,500,000**

This budget transfer would move $5,500,000 from the Unallocated MGIA State Grant account to a project for the milling and paving of roads and parking lots. At FY27 budget development time, the City expected to receive an MGIA grant from the State of Connecticut in the amount of approximately $9.9 million. This grant is required to be used for capital purposes, but a waiver request can be submitted to the State's Secretary of Office of Policy and Management in order to use it for operational expenses. The FY27 Mayor's Proposed Budget included the use of $5.5 million of MGIA funding as General Fund revenue, which would have required a waiver. The remaining $4.4 million was budgeted for capital purposes in the FY27 Capital Budget, including $2 million for milling and paving of roads and parking lots.

The State Legislature ultimately provided additional municipal aid for Waterbury when adjustments to the State's FY27 Budget were approved at the end of the legislative session in May 2026. Mayor Pernerewski submitted an amendment to his FY27 Proposed Budget to include this additional municipal aid in the City's FY27 General Fund Budget and remove the use of $5.5 million of MGIA funding as General Fund revenue. The FY27 Mayor's Proposed Budget, as amended, was approved by the Board of Aldermen on June 2, 2026.

Approval of this budget transfer would allow the City to use the $5.5 million of MGIA funding that was ultimately not budgeted as General Fund revenue for the 2027 milling and paving program. It would be added to the $2 million of MGIA funding that was approved in the FY27 Capital Budget for this purpose to provide a total of $7.5 million of MGIA funding for milling and paving. The City's FY27 Capital Budget also included the proposed issuance of $3 million of bonds to fund the 2027 milling and paving program.

Finance Director Michael LeBlanc has submitted a $3 million bond authorization request for the Board of Aldermen's consideration. Approval of this budget transfer, as well as the bond authorization, would provide a total of $10.5 million for the 2027 milling and paving program. This would provide for a program similar to the 2026 milling and paving program and it would assist in keeping pace with rising costs that would otherwise reduce the size of the program.

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 November 16, 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, Finance Director, City of Waterbury
Roy Cavanaugh, City Engineer, City of Waterbury
David Simpson, Director of Public Works, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: October 30, 2026

To: Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.
Sarah Geary, Manager of Budget Development & Oversight

From: Michael LeBlanc, Director of Finance MJL

Subject: Capital Project & NC Special Programs - Quarterly Budget Status Report

Attached are the Capital Projects and Non-Capital (NC) Special Programs Quarterly Budget Status Reports through the period ending October 30, 2026 for your review.

The Budget Status Reports are provided on a quarterly basis to provide current budget, prior fiscal years and current fiscal year expenditures along with current open encumbrances and commitments on the City's approved capital projects and non-capital special appropriation programs.

If you have any questions or would like to request additional financial information on any of these projects or programs, please contact me at (203) 574-6840.



Capital Projects

Quarterly Budget Status Report

October 30, 2026

City of Waterbury
FINANCE DEPARTMENT

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
113 Town Clerk							
041 - 05	**Town Clerk Public Act 05-228 $40 fee = $36 remit to State, $3 CP, $1 AU55005**						OT60221
6022111320795	**Town Clerk Public Act 05-228 $3**						
1 - General Appropriation 500000		423,174.00	0.00	0.00	0.00	0.00	423,174.00
64203 - Gov. Documents Retentio 564203		12,000.00	44,261.90	0.00	44,261.90	0.00	-32,261.90
75002 - Cabinets 575002		24,475.00	134,280.19	15,682.38	149,962.57	0.00	-125,487.57
75008 - Furniture-Misc 575008		15,000.00	15,000.00	0.00	15,000.00	0.00	0.00
75200 - Office Equipment 575200		6,875.00	6,875.00	0.00	6,875.00	0.00	0.00
Posting Activity Total		481,524.00	200,417.09	15,682.38	216,099.47	0.00	265,424.53
041 - 05 subtotal:		481,524.00	200,417.09	15,682.38	216,099.47	0.00	265,424.53
113 subtotal:		481,524.00	200,417.09	15,682.38	216,099.47	0.00	265,424.53

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Finance Dept							
019 - 05	**Capital Improvement Fund**						OT60180
6018020122155	**Community Improvement Activities**						
33000 - Professional Services 533000		0.00	72,100.00	0.00	72,100.00	0.00	-72,100.00
43000 - General Repairs & Maint 543000		878,052.13	304,683.47	3,995.70	308,679.17	5,281.71	564,091.25
59001 - Advertising 559001		1,377.58	35,408.44	8,934.78	44,343.22	0.00	-42,965.64
89005 - Municipal Groups 589005		840,918.00	762,849.44	26,925.00	789,774.44	0.00	51,143.56
89016 - Culture/Youth Activity 589016		265,750.00	371,836.86	51.95	371,888.81	0.00	-106,138.81
89030 - Moving-Relocation 589030		11,400.00	4,430.00	0.00	4,430.00	0.00	6,970.00
89054 - Community Awareness 589054		0.00	5,000.00	0.00	5,000.00	0.00	-5,000.00
89201 - Mileage 589201		0.00	85.00	0.00	85.00	0.00	-85.00
Posting Activity Total		1,997,497.71	1,556,393.21	39,907.43	1,596,300.64	5,281.71	395,915.36
6018020123205	**Anti-Blight Activities**						
43000 - General Repairs & Maint 543000		224,564.00	179,069.06	3,245.93	182,314.99	11,766.77	30,482.24
Posting Activity Total		224,564.00	179,069.06	3,245.93	182,314.99	11,766.77	30,482.24
6018020123445	**Property & Economic Development**						
33037 - Good Jobs Oversight 533037		0.00	10,750.00	0.00	10,750.00	0.00	-10,750.00
89006 - Economic Development 589006		3,639,017.64	3,374,426.45	111,592.77	3,486,019.22	25,406.26	127,592.16
Posting Activity Total		3,639,017.64	3,385,176.45	111,592.77	3,496,769.22	25,406.26	116,842.16
6018020127505	**Revaluation**						
33013 - Revaluation 533013		1,350,000.00	678,860.03	0.00	678,860.03	0.00	671,139.97
Posting Activity Total		1,350,000.00	678,860.03	0.00	678,860.03	0.00	671,139.97
6018020127935	**Historic Sites Project**						
45014 - Buildings and Grounds S 545014		275,000.00	117,290.00	0.00	117,290.00	0.00	157,710.00
Posting Activity Total		275,000.00	117,290.00	0.00	117,290.00	0.00	157,710.00
6018020128105	**Renewable Energy Consultant**						
33000 - Professional Services 533000		102,500.00	36,726.15	0.00	36,726.15	18,512.60	47,261.25
Posting Activity Total		102,500.00	36,726.15	0.00	36,726.15	18,512.60	47,261.25
019 - 05 subtotal:		7,588,579.35	5,953,514.90	154,746.13	6,108,261.03	60,967.34	1,419,350.98
027 - 05	**Lawson Technology Projects**						OT60226
6022620124955	**INFOR Lawson Upgrade Projects**						
33020 - Consulting Services 533020		2,244,092.20	242,348.30	0.00	242,348.30	5,660.00	1,996,083.90
39003 - Training Fees 539003		10,000.00	0.00	0.00	0.00	0.00	10,000.00
70501 - Hardware 570501		300,000.00	297,419.53	0.00	297,419.53	0.00	2,580.47
70504 - Software 570504		105,000.00	152,139.51	0.00	152,139.51	0.00	-47,139.51
Posting Activity Total		2,659,092.20	691,907.34	0.00	691,907.34	5,660.00	1,961,524.86

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Finance Department							
027 - 05 subtotal:		2,659,092.20	691,907.34	0.00	691,907.34	5,660.00	1,961,524.86
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
6005020128001	**Summer Recreation - Address Inequities**						
11600 - Temporary Employees		1,160,064.88	1,160,064.88	0.00	1,160,064.88	0.00	0.00
89055 - Program Costs 589055		312,601.00	312,601.00	0.00	312,601.00	0.00	0.00
Posting Activity Total		1,472,665.88	1,472,665.88	0.00	1,472,665.88	0.00	0.00
6005020128051	**COVID-19 Mitigation and Prevention**						
11600 - Temporary Employees		310,426.48	310,426.48	0.00	310,426.48	0.00	0.00
11650 - Overtime		15,065.93	15,065.93	0.00	15,065.93	0.00	0.00
33000 - Professional Services 533000		301,279.17	301,279.17	0.00	301,279.17	0.00	0.00
53001 - Postage 553001		28,800.73	28,800.73	0.00	28,800.73	0.00	0.00
59002 - Printing & Binding 559002		5,487.29	5,487.29	0.00	5,487.29	0.00	0.00
61204 - Emergency/Medical Suppl 561204		8,031.90	8,031.90	0.00	8,031.90	0.00	0.00
61219 - Citywide COVID-19 561219		5,774.65	5,774.65	0.00	5,774.65	0.00	0.00
65000 - Food Supplies 565000		4,101.23	4,101.23	0.00	4,101.23	0.00	0.00
70501 - Hardware 570501		3,092.90	3,092.90	0.00	3,092.90	0.00	0.00
70504 - Software 570504		32,452.94	32,452.94	0.00	32,452.94	0.00	0.00
89057 - COVID-19 Testing 589057		67,884.42	67,884.42	0.00	67,884.42	0.00	0.00
Posting Activity Total		782,397.64	782,397.64	0.00	782,397.64	0.00	0.00
6005020128111	**Reentry Welcome Center Program**						
75501 - Building Improvements 575501		42,402.62	42,402.62	0.00	42,402.62	0.00	0.00
Posting Activity Total		42,402.62	42,402.62	0.00	42,402.62	0.00	0.00
6005020128121	**NRWIB Workforce Development Programs**						
89053 - Sub-recipient Payments 589053		617,047.69	617,047.69	0.00	617,047.69	0.00	0.00
Posting Activity Total		617,047.69	617,047.69	0.00	617,047.69	0.00	0.00
6005020128131	**Health Department-Health Advisory Services**						
33000 - Professional Services 533000		6,037.78	6,037.78	0.00	6,037.78	0.00	0.00
Posting Activity Total		6,037.78	6,037.78	0.00	6,037.78	0.00	0.00
6005020128141	**Health Department-Community Services Office**						
11500 - Salaries (Non BOE salaries)		338,000.00	338,000.00	0.00	338,000.00	0.00	0.00
Posting Activity Total		338,000.00	338,000.00	0.00	338,000.00	0.00	0.00
6005020128151	**Waterbury Community Services Investment Program (WCSIP)**						
89055 - Program Costs 589055		1,679,589.66	1,679,589.66	0.00	1,679,589.66	0.00	0.00
Posting Activity Total		1,679,589.66	1,679,589.66	0.00	1,679,589.66	0.00	0.00
6005020128161	**Community Services & Development Offices**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
201 Department of Finance							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
33000 - Professional Services 533000		46,069.92	46,069.92	0.00	46,069.92	0.00	0.00
47000 - Construction Services 547000		1,341,119.00	1,341,119.00	0.00	1,341,119.00	0.00	0.00
75000 - Furn, Fix, Equip 575000		109,443.78	109,443.78	0.00	109,443.78	0.00	0.00
Posting Activity Total		1,496,632.70	1,496,632.70	0.00	1,496,632.70	0.00	0.00
6005020128201	**Acquisition of John St./Congress Ave. Property**						
47010 - Acquisition Costs 547010		410,000.00	410,000.00	0.00	410,000.00	0.00	0.00
Posting Activity Total		410,000.00	410,000.00	0.00	410,000.00	0.00	0.00
6005020128211	**Acquisition of Branch St/Division St Property (St. Lucy's)**						
47010 - Acquisition Costs 547010		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
Posting Activity Total		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
6005020128301	**Downtown Underground Utility Improvements-Bank, No./So. Main**						
33014 - Testing 533014		14,171.00	14,171.00	0.00	14,171.00	0.00	0.00
33016 - Engineering 533016		1,098,336.00	1,098,336.00	0.00	1,098,336.00	0.00	0.00
47000 - Construction Services 547000		10,200,090.00	10,200,090.00	0.00	10,200,090.00	0.00	0.00
Posting Activity Total		11,312,597.00	11,312,597.00	0.00	11,312,597.00	0.00	0.00
6005020128351	**One Exchange Place Elevator Replacement**						
47000 - Construction Services 547000		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
Posting Activity Total		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
6005020128401	**DPW - Public Buildings Projects General Appropriation**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
33016 - Engineering 533016		1,580,943.15	1,508,505.65	72,437.50	1,580,943.15	0.00	0.00
Posting Activity Total		1,580,943.15	1,508,505.65	72,437.50	1,580,943.15	0.00	0.00
6005020128601	**DPW - Park Projects General Appropriation**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
33016 - Engineering 533016		443,301.96	443,301.96	0.00	443,301.96	0.00	0.00
Posting Activity Total		443,301.96	443,301.96	0.00	443,301.96	0.00	0.00
6005020128611	**DPW - Park Projects Outdoor Pool Design Services**						
33016 - Engineering 533016		795,821.28	795,821.28	0.00	795,821.28	0.00	0.00
Posting Activity Total		795,821.28	795,821.28	0.00	795,821.28	0.00	0.00
6005020128621	**313 Mill Street Park**						
33000 - Professional Services 533000		271,978.05	271,978.05	0.00	271,978.05	0.00	0.00
47000 - Construction Services 547000		2,824,066.65	2,824,066.65	0.00	2,824,066.65	0.00	0.00
Posting Activity Total		3,096,044.70	3,096,044.70	0.00	3,096,044.70	0.00	0.00
6005020128631	**DPW-Park Playscape Replacements**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
201 Department of Finance							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
47000 - Construction Services 547000		4,395,314.95	4,395,314.95	0.00	4,395,314.95	0.00	0.00
Posting Activity Total		4,395,314.95	4,395,314.95	0.00	4,395,314.95	0.00	0.00
6005020128641	**DPW-Washington Park Pool Facilities**						
33000 - Professional Services 533000		69,528.13	69,528.13	0.00	69,528.13	0.00	0.00
33014 - Testing 533014		15,834.65	15,834.65	0.00	15,834.65	0.00	0.00
47000 - Construction Services 547000		5,045,096.78	5,045,096.78	0.00	5,045,096.78	0.00	0.00
Posting Activity Total		5,130,459.56	5,130,459.56	0.00	5,130,459.56	0.00	0.00
6005020128651	**DPW-Fulton Park Pool Facilities**						
33000 - Professional Services 533000		59,727.01	59,727.01	0.00	59,727.01	0.00	0.00
33014 - Testing 533014		10,583.44	10,583.44	0.00	10,583.44	0.00	0.00
47000 - Construction Services 547000		802,331.30	802,331.30	0.00	802,331.30	0.00	0.00
99001 - Contingent Appropriatio 599001		250,000.00	250,000.00	0.00	250,000.00	0.00	0.00
Posting Activity Total		1,122,641.75	1,122,641.75	0.00	1,122,641.75	0.00	0.00
6005020128661	**DPW-Martin Luther King Jr. Park Improvements**						
47000 - Construction Services 547000		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
Posting Activity Total		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
6005020128701	**Broadband Expansion**						
70500 - Computer Equipment 570500		569,500.00	569,500.00	0.00	569,500.00	0.00	0.00
Posting Activity Total		569,500.00	569,500.00	0.00	569,500.00	0.00	0.00
6005020128721	**Fire Station 7 Renovations**						
33000 - Professional Services 533000		9,265.17	9,265.17	0.00	9,265.17	0.00	0.00
47000 - Construction Services 547000		2,747,100.76	2,747,100.76	0.00	2,747,100.76	0.00	0.00
Posting Activity Total		2,756,365.93	2,756,365.93	0.00	2,756,365.93	0.00	0.00
6005020128741	**Police Building Improvements**						
47000 - Construction Services 547000		548,921.13	548,921.13	0.00	548,921.13	0.00	0.00
Posting Activity Total		548,921.13	548,921.13	0.00	548,921.13	0.00	0.00
6005020128761	**Police Radio Hardware Refresh**						
70501 - Hardware 570501		2,081,359.00	2,081,359.00	0.00	2,081,359.00	0.00	0.00
Posting Activity Total		2,081,359.00	2,081,359.00	0.00	2,081,359.00	0.00	0.00
6005020128771	**Police Vehicle Replacements**						
74005 - Cruisers 574005		973,417.60	973,417.60	0.00	973,417.60	0.00	0.00
Posting Activity Total		973,417.60	973,417.60	0.00	973,417.60	0.00	0.00
6005020128781	**Building Improvements -1871 Baldwin Street**						
47000 - Construction Services 547000		663,745.11	663,745.11	0.00	663,745.11	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

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ACTIVITY GROUP: CP							
201 Department of Finance							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
Posting Activity Total		663,745.11	663,745.11	0.00	663,745.11	0.00	0.00
6005020128901	**Acquisition of Property at 170 Freight Street (Brownfield)**						
47010 - Acquisition Costs 547010		2,300,000.00	2,300,000.00	0.00	2,300,000.00	0.00	0.00
Posting Activity Total		2,300,000.00	2,300,000.00	0.00	2,300,000.00	0.00	0.00
6005020128911	**Freight Street Environmental Assessment**						
33000 - Professional Services 533000		356,948.43	279,691.77	77,256.66	356,948.43	0.00	0.00
Posting Activity Total		356,948.43	279,691.77	77,256.66	356,948.43	0.00	0.00
6005020128991	**SLFRF Administrative Costs**						
11500 - Salaries (Non BOE salaries)		62,374.66	62,374.66	0.00	62,374.66	0.00	0.00
11650 - Overtime		318.62	318.62	0.00	318.62	0.00	0.00
33000 - Professional Services 533000		1,627,368.75	1,627,368.75	0.00	1,627,368.75	0.00	0.00
33031 - Misc-Legal Exp 533031		228,352.86	228,352.86	0.00	228,352.86	0.00	0.00
89055 - Program Costs 589055		1,251.75	1,251.75	0.00	1,251.75	0.00	0.00
Posting Activity Total		1,919,666.64	1,919,666.64	0.00	1,919,666.64	0.00	0.00
6005020180811	**COVID Premium Pay Stipends**						
11500 - Salaries (Non BOE salaries)		838,000.00	838,000.00	0.00	838,000.00	0.00	0.00
Posting Activity Total		838,000.00	838,000.00	0.00	838,000.00	0.00	0.00
6005020190001	**Personnel Costs**						
11500 - Salaries (Non BOE salaries)		628,390.82	562,000.00	66,390.82	628,390.82	0.00	0.00
Posting Activity Total		628,390.82	562,000.00	66,390.82	628,390.82	0.00	0.00
6005020199991	**Unallocated ARP Funds**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
159 - 01 subtotal:		50,108,212.98	49,892,128.00	216,084.98	50,108,212.98	0.00	0.00
160 - 02	**American Rescue Plan Act - County Allocation**						FP60051
6005120128102	**GWCCF: CBD Investment Program**						
89055 - Program Costs 589055		1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
Posting Activity Total		1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
6005120128112	**WBDC Small Business Assistance**						
89055 - Program Costs 589055		1,100,000.00	919,099.70	180,900.30	1,100,000.00	0.00	0.00
Posting Activity Total		1,100,000.00	919,099.70	180,900.30	1,100,000.00	0.00	0.00
6005120128122	**WAMS/Palace HVAC Split**						
33000 - Professional Services 533000		98,747.74	98,747.74	0.00	98,747.74	0.00	0.00
75411 - HVAC 575411		4,460,371.05	4,460,371.05	0.00	4,460,371.05	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
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LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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Data as of 10/30/2026, 11:41:47AM

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ACTIVITY GROUP: CP							
201 Department of Finance							
160 - 02	**American Rescue Plan Act - County Allocation**						FP60051
Posting Activity Total		4,559,118.79	4,559,118.79	0.00	4,559,118.79	0.00	0.00
6005120128152	**Acquisition of Cole St/East Main St Property (St. Mary's)**						
33000 - Professional Services 533000		23,199.73	23,199.73	0.00	23,199.73	0.00	0.00
47010 - Acquisition Costs 547010		1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00
Posting Activity Total		1,023,199.73	1,023,199.73	0.00	1,023,199.73	0.00	0.00
6005120128162	**Acquisition of 13 Wolcott Street (Sacred Heart)**						
47010 - Acquisition Costs 547010		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
Posting Activity Total		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
6005120128202	**Freight St. Corridor Redevelopment Project**						
33000 - Professional Services 533000		358,514.64	356,555.64	1,959.00	358,514.64	0.00	0.00
47000 - Construction Services 547000		3,596,460.00	3,596,460.00	0.00	3,596,460.00	0.00	0.00
89030 - Moving-Relocation 589030		104,726.24	104,726.24	0.00	104,726.24	0.00	0.00
Posting Activity Total		4,059,700.88	4,057,741.88	1,959.00	4,059,700.88	0.00	0.00
6005120128302	**DPW-Hamilton Park Phase 1 Improvements**						
33000 - Professional Services 533000		53,242.38	53,242.38	0.00	53,242.38	0.00	0.00
47000 - Construction Services 547000		8,963,883.14	8,963,883.14	0.00	8,963,883.14	0.00	0.00
75415 - Signage 575415		75,150.82	75,150.82	0.00	75,150.82	0.00	0.00
Posting Activity Total		9,092,276.34	9,092,276.34	0.00	9,092,276.34	0.00	0.00
6005120199992	**Unallocated ARP Funds-County**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
160 - 02 subtotal:		22,284,295.74	22,101,436.44	182,859.30	22,284,295.74	0.00	0.00
186 - 03	**DECD Redevelopment Phase III**						SD60057
6005720128503	**21 West Main Street and 24-30 Bank Street Properties**						
33000 - Professional Services 533000		255,000.00	3,876.00	0.00	3,876.00	0.00	251,124.00
33016 - Engineering 533016		314,150.00	102,982.55	0.00	102,982.55	0.00	211,167.45
47000 - Construction Services 547000		1,959,850.00	2,305,774.45	85,180.47	2,390,954.92	36,219.53	-467,324.45
47010 - Acquisition Costs 547010		4,466,000.00	4,465,967.00	0.00	4,465,967.00	0.00	33.00
89050 - Administrative Costs 589050		5,000.00	0.00	0.00	0.00	0.00	5,000.00
Posting Activity Total		7,000,000.00	6,878,600.00	85,180.47	6,963,780.47	36,219.53	0.00
186 - 03 subtotal:		7,000,000.00	6,878,600.00	85,180.47	6,963,780.47	36,219.53	0.00
201 subtotal:		89,640,180.27	85,517,586.68	638,870.88	86,156,457.56	102,846.87	3,380,875.84

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
219 Budget							
019 - 05	**Capital Improvement Fund**						OT60180
6018021999995	**Unallocated-Capital Imp Fund**						
47000 - Construction Services 547000		3,921,373.06	0.00	0.00	0.00	0.00	3,921,373.06
Posting Activity Total		3,921,373.06	0.00	0.00	0.00	0.00	3,921,373.06
019 - 05 subtotal:		3,921,373.06	0.00	0.00	0.00	0.00	3,921,373.06
020 - 05	**Vehicle Replacement Fund**						OT60185
6018521999995	**Unallocated-Vehicles**						
1 - General Appropriation 500000		1,312,555.20	0.00	0.00	0.00	0.00	1,312,555.20
Posting Activity Total		1,312,555.20	0.00	0.00	0.00	0.00	1,312,555.20
020 - 05 subtotal:		1,312,555.20	0.00	0.00	0.00	0.00	1,312,555.20
219 subtotal:		5,233,928.26	0.00	0.00	0.00	0.00	5,233,928.26

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
222 Information Technology							
019 - 05	**Capital Improvement Fund**						OT60180
6018022222925	**Network Backbone Equipment Replacements**						
70500 - Computer Equipment 570500		440,000.00	225,375.40	58,009.00	283,384.40	5,108.76	151,506.84
Posting Activity Total		440,000.00	225,375.40	58,009.00	283,384.40	5,108.76	151,506.84
6018022222935	**Replace Obsolete Desktop Computers**						
70500 - Computer Equipment 570500		772,727.51	510,332.75	8,727.81	519,060.56	0.00	253,666.95
Posting Activity Total		772,727.51	510,332.75	8,727.81	519,060.56	0.00	253,666.95
6018022225605	**Miscellaneous IT Improvements**						
33000 - Professional Services 533000		0.00	52,767.56	0.00	52,767.56	0.00	-52,767.56
43031 - Computer Equip-Maintena 543031		0.00	79,086.53	0.00	79,086.53	0.00	-79,086.53
70500 - Computer Equipment 570500		1,070,000.00	388,743.34	0.00	388,743.34	0.00	681,256.66
Posting Activity Total		1,070,000.00	520,597.43	0.00	520,597.43	0.00	549,402.57
6018022225975	**Storage Spaces Direct Cluster Servers (AX-Node)**						
70500 - Computer Equipment 570500		353,000.00	84,941.26	0.00	84,941.26	25.00	268,033.74
Posting Activity Total		353,000.00	84,941.26	0.00	84,941.26	25.00	268,033.74
6018022225995	**Exchange Email Server Upgrade**						
70500 - Computer Equipment 570500		87,000.00	82,346.80	0.00	82,346.80	0.00	4,653.20
Posting Activity Total		87,000.00	82,346.80	0.00	82,346.80	0.00	4,653.20
6018022226935	**Server Upgrades**						
70500 - Computer Equipment 570500		175,000.00	57,447.90	0.00	57,447.90	0.00	117,552.10
Posting Activity Total		175,000.00	57,447.90	0.00	57,447.90	0.00	117,552.10
6018022226945	**Network Client Access License Upgrades**						
70500 - Computer Equipment 570500		86,000.00	20,215.56	0.00	20,215.56	0.00	65,784.44
Posting Activity Total		86,000.00	20,215.56	0.00	20,215.56	0.00	65,784.44
6018022227955	**Data Backup System**						
70500 - Computer Equipment 570500		230,000.00	169,945.80	0.00	169,945.80	0.00	60,054.20
Posting Activity Total		230,000.00	169,945.80	0.00	169,945.80	0.00	60,054.20
6018022227965	**Online Storage Expansions & Replacements**						
70500 - Computer Equipment 570500		83,550.00	9,022.32	0.00	9,022.32	0.00	74,527.68
Posting Activity Total		83,550.00	9,022.32	0.00	9,022.32	0.00	74,527.68
6018022227975	**WIFI Access Points**						
70500 - Computer Equipment 570500		25,200.00	1,858.18	8,903.43	10,761.61	0.00	14,438.39
Posting Activity Total		25,200.00	1,858.18	8,903.43	10,761.61	0.00	14,438.39
6018022228425	**Phone System Upgrade/Conversion**						
70500 - Computer Equipment 570500		115,000.00	34,533.36	7,838.38	42,371.74	4,180.00	68,448.26

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
222 Information Technology							
019 - 05	**Capital Improvement Fund**						OT60180
Posting Activity Total		115,000.00	34,533.36	7,838.38	42,371.74	4,180.00	68,448.26
019 - 05 subtotal:		3,437,477.51	1,716,616.76	83,478.62	1,800,095.38	9,313.76	1,628,068.37
222 subtotal:		3,437,477.51	1,716,616.76	83,478.62	1,800,095.38	9,313.76	1,628,068.37

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
301 Police Department							
019 - 05	**Capital Improvement Fund**						OT60180
6018030126465	**License Plate Reader**						
70500 - Computer Equipment 570500		75,000.00	40,825.00	0.00	40,825.00	0.00	34,175.00
Posting Activity Total		75,000.00	40,825.00	0.00	40,825.00	0.00	34,175.00
6018030126915	**PC Replacements**						
70500 - Computer Equipment 570500		669,000.00	293,532.35	43,346.58	336,878.93	17,800.00	314,321.07
Posting Activity Total		669,000.00	293,532.35	43,346.58	336,878.93	17,800.00	314,321.07
6018030126965	**FY21 HQ Building Repairs and Upgrades**						
75501 - Building Improvements 575501		130,000.00	111,146.61	0.00	111,146.61	3,046.73	15,806.66
Posting Activity Total		130,000.00	111,146.61	0.00	111,146.61	3,046.73	15,806.66
6018030127065	**Mobile Radio Kits for Installs**						
70500 - Computer Equipment 570500		337,500.00	328,004.70	0.00	328,004.70	0.00	9,495.30
Posting Activity Total		337,500.00	328,004.70	0.00	328,004.70	0.00	9,495.30
6018030127565	**Information Technology Improvements**						
70500 - Computer Equipment 570500		881,000.00	550,116.96	145,169.25	695,286.21	0.00	185,713.79
Posting Activity Total		881,000.00	550,116.96	145,169.25	695,286.21	0.00	185,713.79
6018030127575	**Building and Equipment Improvements**						
33000 - Professional Services 533000		60,000.00	64,779.55	0.00	64,779.55	0.00	-4,779.55
70500 - Computer Equipment 570500		44,467.37	60,147.82	0.00	60,147.82	0.00	-15,680.45
71010 - Operations Equipment-Mi 571010		0.00	0.00	0.00	0.00	24,458.88	-24,458.88
75501 - Building Improvements 575501		1,215,000.00	310,398.48	0.00	310,398.48	141,630.75	762,970.77
Posting Activity Total		1,319,467.37	435,325.85	0.00	435,325.85	166,089.63	718,051.89
6018030127655	**Body and Dash Cameras-State Grant Funded (Partial)**						
71010 - Operations Equipment-Mi 571010		1,040,384.17	982,696.76	0.00	982,696.76	0.00	57,687.41
Posting Activity Total		1,040,384.17	982,696.76	0.00	982,696.76	0.00	57,687.41
6018030128905	**Patrol Rifle Replacement (Private Duty Fund)**						
71010 - Operations Equipment-Mi 571010		325,000.00	265,392.00	0.00	265,392.00	0.00	59,608.00
Posting Activity Total		325,000.00	265,392.00	0.00	265,392.00	0.00	59,608.00
6018030129125	**Action Target System (Private Duty Fund)**						
71010 - Operations Equipment-Mi 571010		95,000.00	0.00	0.00	0.00	0.00	95,000.00
Posting Activity Total		95,000.00	0.00	0.00	0.00	0.00	95,000.00
019 - 05 subtotal:		4,872,351.54	3,007,040.23	188,515.83	3,195,556.06	186,936.36	1,489,859.12
020 - 05	**Vehicle Replacement Fund**						OT60185
6018530127485	**FY22 Police Dept Vehicles**						
74003 - Mobile Equipment 574003		80,000.00	82,645.00	0.00	82,645.00	0.00	-2,645.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
301 Police Department							
020 - 05	**Vehicle Replacement Fund**						OT60185
74005 - Cruisers 574005		550,000.00	537,579.70	0.00	537,579.70	0.00	12,420.30
74008 - Motorcycles/Scooters 574008		25,000.00	25,324.35	0.00	25,324.35	0.00	-324.35
74009 - Vehicles-Misc 574009		139,000.00	110,106.00	0.00	110,106.00	0.00	28,894.00
Posting Activity Total		794,000.00	755,655.05	0.00	755,655.05	0.00	38,344.95
6018530127545	**Police Dept Vehicles**						
74009 - Vehicles-Misc 574009		484,612.50	293,525.86	5,541.80	299,067.66	19,946.32	165,598.52
Posting Activity Total		484,612.50	293,525.86	5,541.80	299,067.66	19,946.32	165,598.52
6018530128365	**FY24 Police Dept Vehicles**						
74005 - Cruisers 574005		615,000.00	336,910.39	0.00	336,910.39	0.00	278,089.61
74008 - Motorcycles/Scooters 574008		35,000.00	0.00	0.00	0.00	0.00	35,000.00
74009 - Vehicles-Misc 574009		180,000.00	51,214.00	0.00	51,214.00	0.00	128,786.00
Posting Activity Total		830,000.00	388,124.39	0.00	388,124.39	0.00	441,875.61
6018530128895	**FY25 Police Dept Vehicles**						
74005 - Cruisers 574005		650,000.00	0.00	526,105.31	526,105.31	70,718.40	53,176.29
74009 - Vehicles-Misc 574009		250,000.00	69,650.67	55,998.20	125,648.87	15,423.46	108,927.67
Posting Activity Total		900,000.00	69,650.67	582,103.51	651,754.18	86,141.86	162,103.96
6018530129135	**FY26 Police Dept Vehicles**						
74009 - Vehicles-Misc 574009		677,000.00	0.00	184,540.40	184,540.40	428,294.92	64,164.68
Posting Activity Total		677,000.00	0.00	184,540.40	184,540.40	428,294.92	64,164.68
6018530129415	**FY27 Police Dept Vehicles**						
74002 - Light Trucks 574002		90,000.00	0.00	0.00	0.00	0.00	90,000.00
74004 - Passenger Vehicles 574004		140,000.00	0.00	0.00	0.00	0.00	140,000.00
74005 - Cruisers 574005		700,000.00	0.00	0.00	0.00	0.00	700,000.00
74008 - Motorcycles/Scooters 574008		40,000.00	0.00	0.00	0.00	0.00	40,000.00
74009 - Vehicles-Misc 574009		90,000.00	0.00	0.00	0.00	0.00	90,000.00
Posting Activity Total		1,060,000.00	0.00	0.00	0.00	0.00	1,060,000.00
020 - 05 subtotal:		4,745,612.50	1,506,955.97	772,185.71	2,279,141.68	534,383.10	1,932,087.72
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
6010730125093	**Animal Control Incinerator**						
71010 - Operations Equipment-Mi 571010		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
098 - 03 subtotal:		60,000.00	0.00	0.00	0.00	0.00	60,000.00
189 - 03	**CT Dept. Emergency Serv. Public Protection 5/9/24-5/8/29**						SD60157
6015730128683	**Security Cameras, Speed Bumps, and Drone Replacements**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
301 Police Department							
189 - 03	**CT Dept. Emergency Serv. Public Protection 5/9/24-5/8/29**						SD60157
71010 - Operations Equipment-Mi 571010		1,000,000.00	286,960.11	285,837.56	572,797.67	117,201.41	310,000.92
Posting Activity Total		1,000,000.00	286,960.11	285,837.56	572,797.67	117,201.41	310,000.92
189 - 03 subtotal:		1,000,000.00	286,960.11	285,837.56	572,797.67	117,201.41	310,000.92
301 subtotal:		10,677,964.04	4,800,956.31	1,246,539.10	6,047,495.41	838,520.87	3,791,947.76

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
310 Fire Department							
019 - 05	**Capital Improvement Fund**						OT60180
6018031027365	**Turnout Gear**						
71010 - Operations Equipment-Mi 571010		895,000.00	689,108.70	0.00	689,108.70	17,430.00	188,461.30
Posting Activity Total		895,000.00	689,108.70	0.00	689,108.70	17,430.00	188,461.30
6018031027385	**Fire Station Gear Lockers**						
43000 - General Repairs & Maint 543000		64,000.00	11,020.00	0.00	11,020.00	0.00	52,980.00
Posting Activity Total		64,000.00	11,020.00	0.00	11,020.00	0.00	52,980.00
6018031027895	**Fire Technology Improvements**						
70500 - Computer Equipment 570500		268,000.00	172,074.92	8,157.95	180,232.87	0.99	87,766.14
Posting Activity Total		268,000.00	172,074.92	8,157.95	180,232.87	0.99	87,766.14
6018031028355	**Fire Department Equipment**						
71010 - Operations Equipment-Mi 571010		387,000.00	280,975.94	0.00	280,975.94	71,890.06	34,134.00
Posting Activity Total		387,000.00	280,975.94	0.00	280,975.94	71,890.06	34,134.00
019 - 05 subtotal:		1,614,000.00	1,153,179.56	8,157.95	1,161,337.51	89,321.05	363,341.44
020 - 05	**Vehicle Replacement Fund**						OT60185
6018531028305	**FY24 Fire Dept. Vehicles**						
43009 - Apparatus & Vehicle 543009		52,916.00	30,000.00	0.00	30,000.00	0.00	22,916.00
74001 - Firetrucks 574001		957,084.00	967,804.00	0.00	967,804.00	0.00	-10,720.00
74009 - Vehicles-Misc 574009		60,000.00	58,217.64	0.00	58,217.64	0.00	1,782.36
Posting Activity Total		1,070,000.00	1,056,021.64	0.00	1,056,021.64	0.00	13,978.36
6018531029425	**FY27 Fire BFP Marshal Vehicle**						
74009 - Vehicles-Misc 574009		33,300.00	0.00	0.00	0.00	0.00	33,300.00
Posting Activity Total		33,300.00	0.00	0.00	0.00	0.00	33,300.00
020 - 05 subtotal:		1,103,300.00	1,056,021.64	0.00	1,056,021.64	0.00	47,278.36
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
6010731023583	**FY14 Station #8 Bunker Hill Ave. Lot Paving**						
47000 - Construction Services 547000		40,000.00	0.00	0.00	0.00	0.00	40,000.00
Posting Activity Total		40,000.00	0.00	0.00	0.00	0.00	40,000.00
098 - 03 subtotal:		40,000.00	0.00	0.00	0.00	0.00	40,000.00
156 - 05	**FY21 Fire Stations ($8M Bond) 1/25/2021**						OT60258
6025831027435	**Rehabilitation and Renovation**						
33000 - Professional Services 533000		0.00	188,956.59	2,081.75	191,038.34	47,210.66	-238,249.00
33006 - Architectural/Design 533006		871,125.00	363,374.03	0.00	363,374.03	507,498.47	252.50
33021 - Financial-Misc 533021		24,403.67	24,403.67	0.00	24,403.67	0.00	0.00
33031 - Misc-Legal Exp 533031		36,226.20	57,942.60	7,425.00	65,367.60	0.00	-29,141.40

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
310 Fire Department							
156 - 05	**FY21 Fire Stations ($8M Bond) 1/25/2021**						OT60258
47000 - Construction Services 547000		7,068,245.13	5,485,947.90	157,092.64	5,643,040.54	253,204.06	1,172,000.53
75000 - Furn, Fix, Equip 575000		0.00	7,281.54	12,272.15	19,553.69	0.00	-19,553.69
Posting Activity Total		8,000,000.00	6,127,906.33	178,871.54	6,306,777.87	807,913.19	885,308.94
156 - 05 subtotal:		8,000,000.00	6,127,906.33	178,871.54	6,306,777.87	807,913.19	885,308.94
180 - 06	**FY22 Asst. to Firefighters Grant EMW-2022-FG-07303 July 20, 2023 - Jan. 19, 2026 ALN 97.044**						CO60262
6026231028436	**AFG Emergency Medical Service Personal Protective Equipment**						
75405 - Firefighting Equipment 575405		301,782.00	298,862.00	0.00	298,862.00	0.00	2,920.00
Posting Activity Total		301,782.00	298,862.00	0.00	298,862.00	0.00	2,920.00
180 - 06 subtotal:		301,782.00	298,862.00	0.00	298,862.00	0.00	2,920.00
194 - 05	**Bond Authorization ($2.3M) 8/12/2024**						OT60264
6026431028795	**Fire Engine 2 and Engine 11 Replacement**						
33021 - Financial-Misc 533021		100,000.00	0.00	0.00	0.00	0.00	100,000.00
74001 - Firetrucks 574001		2,200,000.00	2,161,268.41	0.00	2,161,268.41	0.00	38,731.59
Posting Activity Total		2,300,000.00	2,161,268.41	0.00	2,161,268.41	0.00	138,731.59
194 - 05 subtotal:		2,300,000.00	2,161,268.41	0.00	2,161,268.41	0.00	138,731.59
202 - 06	**FY24 Asst. to Firefighters Grant EMW-2024-FG-00181 Sept. 30, 2025 - Sept. 29, 2027**						CO60265
6026531029606	**AFG Fire Officer Training**						
11650 - Overtime		175,000.00	0.00	0.00	0.00	0.00	175,000.00
33018 - Contractual 533018		18,200.00	0.00	0.00	0.00	0.00	18,200.00
69017 - Fire Safety 569017		4,800.00	0.00	0.00	0.00	0.00	4,800.00
Posting Activity Total		198,000.00	0.00	0.00	0.00	0.00	198,000.00
202 - 06 subtotal:		198,000.00	0.00	0.00	0.00	0.00	198,000.00
206 - 05	**Bond Authorization ($2.1M) 4/06/2026**						OT60266
6026631029285	**Replacement of Fire Apparatus (Truck 3)**						
33021 - Financial-Misc 533021		25,000.00	0.00	0.00	0.00	0.00	25,000.00
74001 - Firetrucks 574001		2,075,000.00	0.00	0.00	0.00	2,036,718.00	38,282.00
Posting Activity Total		2,100,000.00	0.00	0.00	0.00	2,036,718.00	63,282.00
206 - 05 subtotal:		2,100,000.00	0.00	0.00	0.00	2,036,718.00	63,282.00
310 subtotal:		15,657,082.00	10,797,237.94	187,029.49	10,984,267.43	2,933,952.24	1,738,862.33

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
407 Bureau of Parks							
019 - 05	**Capital Improvement Fund**						OT60180
6018040721725	**Miscellaneous Park Improvements**						
33006 - Architectural/Design 533006		0.00	87,714.64	0.00	87,714.64	0.00	-87,714.64
43004 - Buildings & Grounds Rep 543004		636,554.57	445,166.11	0.00	445,166.11	6,178.29	185,210.17
47010 - Acquisition Costs 547010		0.00	15,000.00	0.00	15,000.00	0.00	-15,000.00
Posting Activity Total		636,554.57	547,880.75	0.00	547,880.75	6,178.29	82,495.53
6018040727325	**Park House & Park HVAC Improvements**						
75411 - HVAC 575411		50,000.00	27,998.50	0.00	27,998.50	0.00	22,001.50
Posting Activity Total		50,000.00	27,998.50	0.00	27,998.50	0.00	22,001.50
6018040728005	**Parks Equipment**						
71010 - Operations Equipment-Mi 571010		500,000.00	247,078.50	60,907.46	307,985.96	0.00	192,014.04
Posting Activity Total		500,000.00	247,078.50	60,907.46	307,985.96	0.00	192,014.04
6018040728235	**Recreation Center Building Improvements**						
43000 - General Repairs & Maint 543000		275,000.00	251,551.02	4,504.15	256,055.17	5,563.68	13,381.15
Posting Activity Total		275,000.00	251,551.02	4,504.15	256,055.17	5,563.68	13,381.15
6018040729165	**East Mountain Golf Course Equipment**						
71010 - Operations Equipment-Mi 571010		250,000.00	0.00	124,866.66	124,866.66	0.00	125,133.34
Posting Activity Total		250,000.00	0.00	124,866.66	124,866.66	0.00	125,133.34
6018040729175	**Western Hills Golf Course Equipment**						
71010 - Operations Equipment-Mi 571010		250,000.00	0.00	124,866.66	124,866.66	0.00	125,133.34
Posting Activity Total		250,000.00	0.00	124,866.66	124,866.66	0.00	125,133.34
6018040729375	**East Mountain Golf Course Pump House & Storm Shelter Roof**						
47000 - Construction Services 547000		125,000.00	0.00	0.00	0.00	0.00	125,000.00
Posting Activity Total		125,000.00	0.00	0.00	0.00	0.00	125,000.00
6018040729385	**Western Hills Golf Course Repair Shop Heating System**						
47000 - Construction Services 547000		137,500.00	0.00	0.00	0.00	0.00	137,500.00
Posting Activity Total		137,500.00	0.00	0.00	0.00	0.00	137,500.00
019 - 05 subtotal:		2,224,054.57	1,074,508.77	315,144.93	1,389,653.70	11,741.97	822,658.90
021 - 03	**LoCIP Entitlement**						SD60106
6010640726853	**Bucks Hill Park Basketball Courts 20-040**						
47000 - Construction Services 547000		200,000.00	0.00	45,373.90	45,373.90	154,626.10	0.00
Posting Activity Total		200,000.00	0.00	45,373.90	45,373.90	154,626.10	0.00
6010640727283	**Waterville Park Improvements Basketball/Tennis Courts 20-080**						
47000 - Construction Services 547000		250,000.00	0.00	109,140.75	109,140.75	140,859.25	0.00
Posting Activity Total		250,000.00	0.00	109,140.75	109,140.75	140,859.25	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
407 Parks Department							
021 - 03	**LoCIP Entitlement**						SD60106
6010640727863	**WHGC Repair Shop Building Improvement 22-010, 23-080**						
47000 - Construction Services 547000		312,600.00	0.00	306,348.00	306,348.00	6,252.00	0.00
Posting Activity Total		312,600.00	0.00	306,348.00	306,348.00	6,252.00	0.00
6010640728803	**North End Recreation Center Roof Replacement 23-070**						
47000 - Construction Services 547000		450,000.00	353,032.34	7,042.00	360,074.34	0.00	89,925.66
Posting Activity Total		450,000.00	353,032.34	7,042.00	360,074.34	0.00	89,925.66
021 - 03 subtotal:		1,212,600.00	353,032.34	467,904.65	820,936.99	301,737.35	89,925.66
171 - 03	**Distressed Municipalities Capital Grant**						SD60108
6010840727983	**Bucks Hill Park Improvements**						
47000 - Construction Services 547000		200,000.00	0.00	0.00	0.00	116,880.00	83,120.00
Posting Activity Total		200,000.00	0.00	0.00	0.00	116,880.00	83,120.00
6010840727993	**Park Improvements**						
47000 - Construction Services 547000		645,000.00	203,000.00	0.00	203,000.00	222,500.00	219,500.00
Posting Activity Total		645,000.00	203,000.00	0.00	203,000.00	222,500.00	219,500.00
171 - 03 subtotal:		845,000.00	203,000.00	0.00	203,000.00	339,380.00	302,620.00
185 - 01	**HUD-EDI ALN 14.251 Ends Aug. 31, 2031**						FD61024
6102440728491	**Demo/Replace Fulton Park Pool & Renovation of Pool House**						
47000 - Construction Services 547000		1,585,400.00	3,991,933.90	0.00	3,991,933.90	0.00	-2,406,533.90
47006 - Demolition 547006		60,000.00	0.00	0.00	0.00	0.00	60,000.00
47012 - Site Work 547012		884,100.00	0.00	0.00	0.00	0.00	884,100.00
71010 - Operations Equipment-Mi 571010		400,000.00	0.00	0.00	0.00	0.00	400,000.00
89000 - Miscellaneous Expenditu 589000		120,093.00	0.00	0.00	0.00	0.00	120,093.00
89049 - Direct Costs 589049		597,847.00	0.00	0.00	0.00	0.00	597,847.00
99001 - Contingent Appropriatio 599001		352,560.00	0.00	0.00	0.00	0.00	352,560.00
Posting Activity Total		4,000,000.00	3,991,933.90	0.00	3,991,933.90	0.00	8,066.10
185 - 01 subtotal:		4,000,000.00	3,991,933.90	0.00	3,991,933.90	0.00	8,066.10
188 - 03	**DEEP Connecticut Recreational Trails Grant 1/10/24-1/09/27**						SD61026
6102640728633	**Naugatuck River Greenway Trail Mad River Spur Design**						
33006 - Architectural/Design 533006		390,000.00	0.00	0.00	0.00	0.00	390,000.00
Posting Activity Total		390,000.00	0.00	0.00	0.00	0.00	390,000.00
188 - 03 subtotal:		390,000.00	0.00	0.00	0.00	0.00	390,000.00
191 - 03	**LoCIP Grant**						SD60109
6010940728733	**Tree Trimming & Removal**						
45014 - Buildings and Grounds S 545014		400,000.00	179,048.00	51,970.00	231,018.00	44,171.00	124,811.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
407 Parks Department							
191 - 03	**LoCIP Grant**						SD60109
Posting Activity Total		400,000.00	179,048.00	51,970.00	231,018.00	44,171.00	124,811.00
6010940729013	**Washington Park House Roof**						
47000 - Construction Services 547000		159,081.02	156,054.90	3,026.12	159,081.02	0.00	0.00
Posting Activity Total		159,081.02	156,054.90	3,026.12	159,081.02	0.00	0.00
6010940729023	**EMGC Irrigation System Upgrades & Repairs**						
47000 - Construction Services 547000		150,000.00	0.00	0.00	0.00	0.00	150,000.00
Posting Activity Total		150,000.00	0.00	0.00	0.00	0.00	150,000.00
6010940729033	**WHGC Irrigation System Upgrades & Repairs**						
47000 - Construction Services 547000		150,000.00	0.00	0.00	0.00	0.00	150,000.00
Posting Activity Total		150,000.00	0.00	0.00	0.00	0.00	150,000.00
191 - 03 subtotal:		859,081.02	335,102.90	54,996.12	390,099.02	44,171.00	424,811.00
407 subtotal:		9,530,735.59	5,957,577.91	838,045.70	6,795,623.61	697,030.32	2,038,081.66

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Public Works							
001 - 05	**Infrastructure Improvements**						OT60010
6001041010005	**Brass Mills**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
11600 - Temporary Employees		0.00	71,959.47	0.00	71,959.47	0.00	-71,959.47
33022 - Professional-Misc 533022		158,319.15	158,319.15	0.00	158,319.15	0.00	0.00
47009 - Infrastructure-Misc 547009		7,881,574.96	7,831,574.96	0.00	7,831,574.96	0.00	50,000.00
59107 - Environmental 559107		1,866,632.93	1,783,109.98	25,000.00	1,808,109.98	0.00	58,522.95
Posting Activity Total		9,906,527.04	9,844,963.56	25,000.00	9,869,963.56	0.00	36,563.48
001 - 05 subtotal:		9,906,527.04	9,844,963.56	25,000.00	9,869,963.56	0.00	36,563.48
019 - 05	**Capital Improvement Fund**						OT60180
6018041021385	**NEDA Improvements**						
43004 - Buildings & Grounds Rep 543004		0.00	17,125.43	0.00	17,125.43	0.00	-17,125.43
74007 - Trash Collection Equipm 574007		24,249.79	7,124.36	0.00	7,124.36	0.00	17,125.43
Posting Activity Total		24,249.79	24,249.79	0.00	24,249.79	0.00	0.00
6018041024585	**Public Building Improvements**						
47000 - Construction Services 547000		1,400,000.00	351,033.33	43,606.50	394,639.83	39,838.44	965,521.73
Posting Activity Total		1,400,000.00	351,033.33	43,606.50	394,639.83	39,838.44	965,521.73
6018041024945	**DPW Miscellaneous Improvements**						
43000 - General Repairs & Maint 543000		1,144,719.04	846,614.99	48,546.00	895,160.99	114,275.60	135,282.45
Posting Activity Total		1,144,719.04	846,614.99	48,546.00	895,160.99	114,275.60	135,282.45
6018041025385	**DPW Capital Improvements**						
47000 - Construction Services 547000		375,000.00	257,358.62	0.00	257,358.62	0.00	117,641.38
Posting Activity Total		375,000.00	257,358.62	0.00	257,358.62	0.00	117,641.38
6018041026435	**DPW Systems Study Chase Building**						
33022 - Professional-Misc 533022		100,000.00	16,072.80	0.00	16,072.80	0.00	83,927.20
Posting Activity Total		100,000.00	16,072.80	0.00	16,072.80	0.00	83,927.20
6018041026525	**DPW Sidewalk Refuse and Recycling Containers**						
71010 - Operations Equipment-Mi 571010		122,525.00	0.00	0.00	0.00	0.00	122,525.00
Posting Activity Total		122,525.00	0.00	0.00	0.00	0.00	122,525.00
6018041027215	**DPW Engineering Information Technology Improvements**						
70500 - Computer Equipment 570500		105,000.00	89,024.48	0.00	89,024.48	6,959.00	9,016.52
Posting Activity Total		105,000.00	89,024.48	0.00	89,024.48	6,959.00	9,016.52
6018041027495	**DPW Design and Engineering of Capital Projects**						
33016 - Engineering 533016		2,058,520.00	1,004,639.61	163,742.00	1,168,381.61	374,771.37	515,367.02
Posting Activity Total		2,058,520.00	1,004,639.61	163,742.00	1,168,381.61	374,771.37	515,367.02

FISCAL YEAR 2027 PERIOD 12.00
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LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Department of Public Works							
019 - 05	**Capital Improvement Fund**						OT60180
6018041028345	**DPW Sidewalk Repairs**						
47003 - Sidewalk Improvement 547003		2,870,000.00	157,716.88	15,398.32	173,115.20	177,053.09	2,519,831.71
Posting Activity Total		2,870,000.00	157,716.88	15,398.32	173,115.20	177,053.09	2,519,831.71
6018041028525	**DPW Mark Lane Facility Scale**						
71010 - Operations Equipment-Mi 571010		200,000.00	188,015.80	0.00	188,015.80	0.00	11,984.20
Posting Activity Total		200,000.00	188,015.80	0.00	188,015.80	0.00	11,984.20
6018041028965	**DPW Public Works Equipment**						
71010 - Operations Equipment-Mi 571010		100,000.00	80,624.67	0.00	80,624.67	0.00	19,375.33
Posting Activity Total		100,000.00	80,624.67	0.00	80,624.67	0.00	19,375.33
019 - 05 subtotal:		8,500,013.83	3,015,350.97	271,292.82	3,286,643.79	712,897.50	4,500,472.54
020 - 05	**Vehicle Replacement Fund**						OT60185
6018541027005	**FY20 DPW - Streets (198WBY-275WBY-Conveyer)**						
74003 - Mobile Equipment 574003		12,000.00	25,301.00	0.00	25,301.00	0.00	-13,301.00
74004 - Passenger Vehicles 574004		35,000.00	26,754.00	0.00	26,754.00	0.00	8,246.00
74009 - Vehicles-Misc 574009		250,000.00	240,559.00	0.00	240,559.00	0.00	9,441.00
Posting Activity Total		297,000.00	292,614.00	0.00	292,614.00	0.00	4,386.00
6018541027595	**FY20-22 Parks Vehicles (177/187/199/176/182/173WBY)**						
74002 - Light Trucks 574002		150,000.00	150,000.00	0.00	150,000.00	0.00	0.00
74009 - Vehicles-Misc 574009		180,000.00	0.00	0.00	0.00	0.00	180,000.00
Posting Activity Total		330,000.00	150,000.00	0.00	150,000.00	0.00	180,000.00
6018541027605	**FY22 DPW - Streets Roadside Mower/Brush Cutter (253WBY)**						
74003 - Mobile Equipment 574003		165,000.00	165,000.00	0.00	165,000.00	0.00	0.00
Posting Activity Total		165,000.00	165,000.00	0.00	165,000.00	0.00	0.00
6018541027945	**DPW Vehicles**						
74009 - Vehicles-Misc 574009		525,000.00	213,606.88	19,462.22	233,069.10	180,933.48	110,997.42
Posting Activity Total		525,000.00	213,606.88	19,462.22	233,069.10	180,933.48	110,997.42
6018541028055	**FY23 DPW-Streets Light Duty (260WBY & 277WBY) Heavy Duty (264WBY)**						
74000 - Dump Trucks 574000		420,000.00	388,557.74	0.00	388,557.74	31,442.26	0.00
Posting Activity Total		420,000.00	388,557.74	0.00	388,557.74	31,442.26	0.00
6018541028065	**FY23 DPW-Refuse Crane Carrier (206WBY) Trucks (221WBY & 226WBY)**						
74007 - Trash Collection Equipm 574007		690,000.00	206,866.00	0.00	206,866.00	197,210.00	285,924.00
Posting Activity Total		690,000.00	206,866.00	0.00	206,866.00	197,210.00	285,924.00
6018541028075	**FY23 DPW-Engineer Bucket (92WBY) Heavy PU (94WBY) Lt. PU (132WBY)**						
74009 - Vehicles-Misc 574009		260,000.00	260,000.00	0.00	260,000.00	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
020 - 05	**Vehicle Replacement Fund**						OT60185
Posting Activity Total		260,000.00	260,000.00	0.00	260,000.00	0.00	0.00
6018541028395	**FY24 DPW-Streets Vehicles**						
74000 - Dump Trucks 574000		300,000.00	163,110.74	0.00	163,110.74	129,854.00	7,035.26
74009 - Vehicles-Misc 574009		310,000.00	126,339.84	0.00	126,339.84	0.00	183,660.16
Posting Activity Total		610,000.00	289,450.58	0.00	289,450.58	129,854.00	190,695.42
6018541028405	**FY24 DPW-Refuse Vehicles**						
74007 - Trash Collection Equipm 574007		475,000.00	0.00	0.00	0.00	0.00	475,000.00
Posting Activity Total		475,000.00	0.00	0.00	0.00	0.00	475,000.00
6018541028705	**FY25 DPW Public Buildings/Leisure Vehicles**						
74009 - Vehicles-Misc 574009		80,000.00	61,501.36	0.00	61,501.36	0.00	18,498.64
Posting Activity Total		80,000.00	61,501.36	0.00	61,501.36	0.00	18,498.64
6018541028915	**FY25 DPW Utility Admin.-Replace SUV (290WBY)**						
74009 - Vehicles-Misc 574009		40,000.00	33,573.50	0.00	33,573.50	0.00	6,426.50
Posting Activity Total		40,000.00	33,573.50	0.00	33,573.50	0.00	6,426.50
6018541028925	**FY25 DPW-Streets Vehicles**						
74000 - Dump Trucks 574000		375,000.00	164,935.74	0.00	164,935.74	129,854.00	80,210.26
74009 - Vehicles-Misc 574009		500,000.00	0.00	0.00	0.00	0.00	500,000.00
Posting Activity Total		875,000.00	164,935.74	0.00	164,935.74	129,854.00	580,210.26
6018541028935	**FY25 DPW-Refuse Vehicles**						
74007 - Trash Collection Equipm 574007		750,000.00	206,866.00	0.00	206,866.00	197,210.00	345,924.00
Posting Activity Total		750,000.00	206,866.00	0.00	206,866.00	197,210.00	345,924.00
6018541028945	**FY25 DPW-Inspections Midsize Pickup with Cap (169WBY)**						
74009 - Vehicles-Misc 574009		55,000.00	0.00	0.00	0.00	0.00	55,000.00
Posting Activity Total		55,000.00	0.00	0.00	0.00	0.00	55,000.00
6018541028955	**FY25 DPW-Library Replacement of Utility Van (129WBY)**						
74009 - Vehicles-Misc 574009		45,000.00	0.00	0.00	0.00	43,195.45	1,804.55
Posting Activity Total		45,000.00	0.00	0.00	0.00	43,195.45	1,804.55
6018541029145	**FY26 DPW-Parks Vehicles**						
74000 - Dump Trucks 574000		120,000.00	0.00	0.00	0.00	118,405.20	1,594.80
74003 - Mobile Equipment 574003		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
74009 - Vehicles-Misc 574009		40,000.00	33,210.00	0.00	33,210.00	0.00	6,790.00
Posting Activity Total		260,000.00	133,210.00	0.00	133,210.00	118,405.20	8,384.80
6018541029155	**FY26 DPW-Golf Vehicles Lt. Duty Dump Truck (202WBY)**						
74000 - Dump Trucks 574000		90,000.00	0.00	72,544.00	72,544.00	0.00	17,456.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
020 - 05	**Vehicle Replacement Fund**						OT60185
Posting Activity Total		90,000.00	0.00	72,544.00	72,544.00	0.00	17,456.00
6018541029185	**FY26 DPW-Streets Vehicles**						
74003 - Mobile Equipment 574003		100,000.00	0.00	0.00	0.00	0.00	100,000.00
74009 - Vehicles-Misc 574009		95,000.00	0.00	0.00	0.00	95,136.54	-136.54
Posting Activity Total		195,000.00	0.00	0.00	0.00	95,136.54	99,863.46
6018541029195	**FY26 DPW-Refuse Vehicles (208WBY/220WBY/300WBY)**						
74007 - Trash Collection Equipm 574007		950,000.00	206,866.00	0.00	206,866.00	197,210.00	545,924.00
Posting Activity Total		950,000.00	206,866.00	0.00	206,866.00	197,210.00	545,924.00
6018541029205	**FY26 DPW-Health Replacement of Passenger Van (166WBY)**						
74009 - Vehicles-Misc 574009		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
6018541029325	**FY27 DPW-Director Replacement of SUV (101WBY)**						
74009 - Vehicles-Misc 574009		48,000.00	0.00	0.00	0.00	0.00	48,000.00
Posting Activity Total		48,000.00	0.00	0.00	0.00	0.00	48,000.00
6018541029335	**FY27 DPW-Parks Lt Duty Dump Truck w/ Plow & Sander (175WBY)**						
74000 - Dump Trucks 574000		120,000.00	0.00	0.00	0.00	118,405.20	1,594.80
Posting Activity Total		120,000.00	0.00	0.00	0.00	118,405.20	1,594.80
6018541029345	**FY27 DPW-Streets Vehicles (251WBY/266WBY)**						
74003 - Mobile Equipment 574003		180,000.00	0.00	0.00	0.00	0.00	180,000.00
74009 - Vehicles-Misc 574009		95,000.00	0.00	0.00	0.00	0.00	95,000.00
Posting Activity Total		275,000.00	0.00	0.00	0.00	0.00	275,000.00
6018541029355	**FY27 DPW-Refuse Vehicles (219WBY/237WBY/211WBY)**						
74007 - Trash Collection Equipm 574007		1,175,000.00	0.00	0.00	0.00	808,152.00	366,848.00
Posting Activity Total		1,175,000.00	0.00	0.00	0.00	808,152.00	366,848.00
6018541029365	**FY27 DPW-Engineering Lt Duty PU Truck w/ Storage Sys (93WBY)**						
74002 - Light Trucks 574002		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
020 - 05 subtotal:		8,850,000.00	2,773,047.80	92,006.22	2,865,054.02	2,247,008.13	3,737,937.85
021 - 03	**LoCIP Entitlement**						SD60106
6010641026303	**Municipal Parking Lot Paving 23-060**						
47000 - Construction Services 547000		475,000.00	475,000.00	0.00	475,000.00	0.00	0.00
Posting Activity Total		475,000.00	475,000.00	0.00	475,000.00	0.00	0.00
6010641026313	**FY19 Ramp Garage Repairs 19-120**						
47000 - Construction Services 547000		300,000.00	72,720.49	5,184.87	77,905.36	0.00	222,094.64

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Department of Public Works							
021 - 03	**LoCIP Entitlement**						SD60106
Posting Activity Total		300,000.00	72,720.49	5,184.87	77,905.36	0.00	222,094.64
6010641026343	**Flooring Jefferson Square 19-170, 19-240**						
47000 - Construction Services 547000		58,000.00	37,302.77	0.00	37,302.77	0.00	20,697.23
Posting Activity Total		58,000.00	37,302.77	0.00	37,302.77	0.00	20,697.23
6010641029293	**Sidewalk Improvements 23-090 (FY26)**						
47003 - Sidewalk Improvement 547003		583,456.26	0.00	133,138.95	133,138.95	450,317.31	0.00
Posting Activity Total		583,456.26	0.00	133,138.95	133,138.95	450,317.31	0.00
6010641099993	**LoCIP Unallocated Entitlement**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
021 - 03 subtotal:		1,416,456.26	585,023.26	138,323.82	723,347.08	450,317.31	242,791.87
023 - 03	**Town Aid Road (TAR)**						SD60085
6008541020163	**Street Lining & Crosswalk**						
47002 - Street Construction 547002		978,000.00	727,999.91	46,011.16	774,011.07	77,430.84	126,558.09
Posting Activity Total		978,000.00	727,999.91	46,011.16	774,011.07	77,430.84	126,558.09
6008541021073	**Guide Railing Replacement**						
47001 - Structural Services 547001		370,000.00	318,838.76	0.00	318,838.76	0.00	51,161.24
Posting Activity Total		370,000.00	318,838.76	0.00	318,838.76	0.00	51,161.24
6008541021093	**Traffic Signal Repair & Replace**						
43001 - Repair-Electrical 543001		753,241.43	503,241.43	0.00	503,241.43	0.00	250,000.00
Posting Activity Total		753,241.43	503,241.43	0.00	503,241.43	0.00	250,000.00
6008541021783	**Crack Sealing Various Roads**						
47002 - Street Construction 547002		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
Posting Activity Total		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
6008541022143	**FY10 Broom Bear Sweeper**						
74003 - Mobile Equipment 574003		170,000.00	0.00	0.00	0.00	0.00	170,000.00
Posting Activity Total		170,000.00	0.00	0.00	0.00	0.00	170,000.00
6008541022423	**FHWA Traffic & Street Signage**						
47002 - Street Construction 547002		325,000.00	224,959.61	310.00	225,269.61	0.00	99,730.39
Posting Activity Total		325,000.00	224,959.61	310.00	225,269.61	0.00	99,730.39
6008541023363	**FY14 Safe Routes to School**						
45013 - Security/Safety 545013		40,000.00	24,360.37	901.30	25,261.67	7,932.85	6,805.48
Posting Activity Total		40,000.00	24,360.37	901.30	25,261.67	7,932.85	6,805.48
6008541023373	**Snow Removal Sand & Salt**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Public Works							
023 - 03	**Town Aid Road (TAR)**						SD60085
69001 - Salt & Sand 569001		7,845,000.00	6,228,700.11	-0.02	6,228,700.09	371,000.00	1,245,299.91
Posting Activity Total		7,845,000.00	6,228,700.11	-0.02	6,228,700.09	371,000.00	1,245,299.91
6008541023383	**Miscellaneous Drainage**						
47002 - Street Construction 547002		690,000.00	679,914.95	0.00	679,914.95	10,085.05	0.00
Posting Activity Total		690,000.00	679,914.95	0.00	679,914.95	10,085.05	0.00
6008541024963	**Snow Plowing Contractors**						
45005 - Snow Plowing 545005		6,025,000.00	4,211,940.94	0.00	4,211,940.94	0.00	1,813,059.06
Posting Activity Total		6,025,000.00	4,211,940.94	0.00	4,211,940.94	0.00	1,813,059.06
6008541027793	**Tree Trimming & Removal**						
45013 - Security/Safety 545013		148,585.70	52,480.00	0.00	52,480.00	0.00	96,105.70
Posting Activity Total		148,585.70	52,480.00	0.00	52,480.00	0.00	96,105.70
6008541099993	**Town Aid Road-Unallocated**						
1 - General Appropriation 500000		103,164.75	0.00	0.00	0.00	0.00	103,164.75
47002 - Street Construction 547002		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		103,164.75	0.00	0.00	0.00	0.00	103,164.75
023 - 03 subtotal:		17,547,991.88	13,072,436.08	47,222.44	13,119,658.52	466,448.74	3,961,884.62
082 - 05	**Great Brook Bridge Culvert ($3.1M Bond) 11/25/13**						OT60028
6002841022785	**Brown Street over Great Brook Bridge Culvert**						
47002 - Street Construction 547002		2,150,000.00	262,646.27	5,306.00	267,952.27	383,119.24	1,498,928.49
Posting Activity Total		2,150,000.00	262,646.27	5,306.00	267,952.27	383,119.24	1,498,928.49
6002841023785	**Cherry Street over Great Brook Bridge Culvert**						
47002 - Street Construction 547002		881,084.00	323,534.09	0.00	323,534.09	0.00	557,549.91
Posting Activity Total		881,084.00	323,534.09	0.00	323,534.09	0.00	557,549.91
6002841028615	**Legal Fees**						
33031 - Misc-Legal Exp 533031		20,000.00	16,174.00	0.00	16,174.00	0.00	3,826.00
Posting Activity Total		20,000.00	16,174.00	0.00	16,174.00	0.00	3,826.00
6002841099005	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		48,916.00	0.00	0.00	0.00	0.00	48,916.00
Posting Activity Total		48,916.00	0.00	0.00	0.00	0.00	48,916.00
082 - 05 subtotal:		3,100,000.00	602,354.36	5,306.00	607,660.36	383,119.24	2,109,220.40
085 - 06	**Naugatuck River Greenway Project 151-321**						CO60005
6000541022836	**Naugatuck River Greenway-Phase 1 - Federal 80%**						
33006 - Architectural/Design 533006		860,568.00	860,363.58	0.00	860,363.58	0.00	204.42
89050 - Administrative Costs 589050		175,000.00	167,092.80	0.00	167,092.80	0.00	7,907.20

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Department of Public Works							
085 - 06	**Naugatuck River Greenway Project 151-321**						CO60005
Posting Activity Total		1,035,568.00	1,027,456.38	0.00	1,027,456.38	0.00	8,111.62
6000541023486	**Naugatuck River Greenway-Phase II**						
33022 - Professional-Misc 533022		260,000.00	243,229.52	0.00	243,229.52	0.00	16,770.48
Posting Activity Total		260,000.00	243,229.52	0.00	243,229.52	0.00	16,770.48
6000541023746	**Naugatuck River Greenway Phase I Extension-TIGER**						
33006 - Architectural/Design 533006		1,080,000.00	1,075,875.34	0.00	1,075,875.34	0.00	4,124.66
Posting Activity Total		1,080,000.00	1,075,875.34	0.00	1,075,875.34	0.00	4,124.66
085 - 06 subtotal:		2,375,568.00	2,346,561.24	0.00	2,346,561.24	0.00	29,006.76
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
6010741023553	**Miscellaneous Drainage Projects**						
47002 - Street Construction 547002		2,975,000.00	1,018,094.36	60,709.77	1,078,804.13	435,926.31	1,460,269.56
Posting Activity Total		2,975,000.00	1,018,094.36	60,709.77	1,078,804.13	435,926.31	1,460,269.56
6010741023883	**Sidewalk Improvements**						
47003 - Sidewalk Improvement 547003		4,025,000.00	3,919,453.89	5,240.00	3,924,693.89	8,440.00	91,866.11
Posting Activity Total		4,025,000.00	3,919,453.89	5,240.00	3,924,693.89	8,440.00	91,866.11
6010741024703	**Line Striping, Crosswalks & Loop Dectectors**						
47002 - Street Construction 547002		550,000.00	539,583.76	0.00	539,583.76	6,458.23	3,958.01
Posting Activity Total		550,000.00	539,583.76	0.00	539,583.76	6,458.23	3,958.01
6010741024713	**Traffic Signal Repair & Replacement**						
75412 - Traffic Signal Equip 575412		1,420,000.00	1,038,937.97	0.00	1,038,937.97	0.00	381,062.03
Posting Activity Total		1,420,000.00	1,038,937.97	0.00	1,038,937.97	0.00	381,062.03
6010741024723	**Crack Sealing Various Roads**						
47002 - Street Construction 547002		350,000.00	307,791.50	5,500.00	313,291.50	36,708.31	0.19
Posting Activity Total		350,000.00	307,791.50	5,500.00	313,291.50	36,708.31	0.19
6010741024733	**Improved FHWA Traffic & Street Signage**						
75412 - Traffic Signal Equip 575412		295,000.00	213,362.93	37,303.78	250,666.71	44,295.77	37.52
Posting Activity Total		295,000.00	213,362.93	37,303.78	250,666.71	44,295.77	37.52
6010741025013	**Guide Railing Replacement**						
47001 - Structural Services 547001		540,000.00	358,721.59	25,012.00	383,733.59	5,065.70	151,200.71
Posting Activity Total		540,000.00	358,721.59	25,012.00	383,733.59	5,065.70	151,200.71
6010741025033	**Safe Routes to Schools Warning Signs**						
75412 - Traffic Signal Equip 575412		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
6010741025143	**FY17 Streets Vehicles (168WBY & 271WBY)**						

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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Data as of 10/30/2026, 11:41:47AM

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ACTIVITY GROUP: CP							
410 Department of Public Works							
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
74009 - Vehicles-Misc 574009		265,000.00	217,667.74	0.00	217,667.74	47,332.26	0.00
Posting Activity Total		265,000.00	217,667.74	0.00	217,667.74	47,332.26	0.00
6010741025833	**FY18 Update Leachate Collection System**						
47000 - Construction Services 547000		75,000.00	0.00	0.00	0.00	0.00	75,000.00
Posting Activity Total		75,000.00	0.00	0.00	0.00	0.00	75,000.00
6010741026593	**Streets-2 Snow Plow Push Boxes**						
74009 - Vehicles-Misc 574009		10,000.00	0.00	0.00	0.00	0.00	10,000.00
Posting Activity Total		10,000.00	0.00	0.00	0.00	0.00	10,000.00
6010741026603	**Streets-Replace Street Sweeper (259WBY)**						
74009 - Vehicles-Misc 574009		100,000.00	0.00	0.00	0.00	0.00	100,000.00
Posting Activity Total		100,000.00	0.00	0.00	0.00	0.00	100,000.00
6010741027193	**FY20 Safety Improvements to Road Icing Conditions**						
47002 - Street Construction 547002		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
Posting Activity Total		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
6010741027843	**FY22 Traffic Signal Systems Upgrade**						
75412 - Traffic Signal Equip 575412		618,020.00	22,212.74	183,051.35	205,264.09	89,130.80	323,625.11
Posting Activity Total		618,020.00	22,212.74	183,051.35	205,264.09	89,130.80	323,625.11
6010741027853	**CMAQ Traffic Signal Systems Upgrade Municipal 20%**						
47000 - Construction Services 547000		350,000.00	350,000.00	0.00	350,000.00	0.00	0.00
Posting Activity Total		350,000.00	350,000.00	0.00	350,000.00	0.00	0.00
6010741028283	**Roadway Improvements**						
47002 - Street Construction 547002		3,375,000.00	773,539.59	7,249.95	780,789.54	104,233.55	2,489,976.91
Posting Activity Total		3,375,000.00	773,539.59	7,249.95	780,789.54	104,233.55	2,489,976.91
6010741028653	**FY24 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00
Posting Activity Total		4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00
6010741028673	**FY24 Dam Improvements**						
47000 - Construction Services 547000		50,000.00	0.00	0.00	0.00	0.00	50,000.00
Posting Activity Total		50,000.00	0.00	0.00	0.00	0.00	50,000.00
6010741029003	**FY25 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		4,100,000.00	4,044,420.01	55,579.99	4,100,000.00	0.00	0.00
Posting Activity Total		4,100,000.00	4,044,420.01	55,579.99	4,100,000.00	0.00	0.00
6010741029213	**Traffic Signal East Main/Brass Mill 151-338 Municipal 10%**						
33016 - Engineering 533016		40,000.00	3,125.26	3,513.79	6,639.05	19,856.67	13,504.28

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
75412 - Traffic Signal Equip 575412		166,980.00	17,360.67	18,821.20	36,181.87	130,798.13	0.00
Posting Activity Total		206,980.00	20,485.93	22,334.99	42,820.92	150,654.80	13,504.28
6010741029223	**FY26 Bridge Rehabilitation**						
47000 - Construction Services 547000		850,000.00	0.00	0.00	0.00	0.00	850,000.00
Posting Activity Total		850,000.00	0.00	0.00	0.00	0.00	850,000.00
6010741029243	**FY26 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		5,500,000.00	0.00	4,670,665.52	4,670,665.52	829,334.48	0.00
Posting Activity Total		5,500,000.00	0.00	4,670,665.52	4,670,665.52	829,334.48	0.00
6010741029503	**FY27 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00
Posting Activity Total		2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00
6010741099993	**Municipal Grants-in-Aid (MGIA) Unallocated**						
1 - General Appropriation 500000		5,782,089.90	0.00	0.00	0.00	0.00	5,782,089.90
Posting Activity Total		5,782,089.90	0.00	0.00	0.00	0.00	5,782,089.90
098 - 03 subtotal:		37,597,089.90	16,924,272.01	5,072,647.35	21,996,919.36	1,757,580.21	13,842,590.33
102 - 05	**Road & Sidewalk Improvements ($2M Bond) 1/28/14**						OT60018
6001841023855	**Road Improvements**						
47002 - Street Construction 547002		989,147.31	989,147.31	0.00	989,147.31	0.00	0.00
Posting Activity Total		989,147.31	989,147.31	0.00	989,147.31	0.00	0.00
6001841023865	**Sidewalk Improvements (PROJECT COMPLETE)**						
47003 - Sidewalk Improvement 547003		994,133.33	951,846.43	14,835.00	966,681.43	0.00	27,451.90
Posting Activity Total		994,133.33	951,846.43	14,835.00	966,681.43	0.00	27,451.90
6001841099005	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		16,719.36	16,719.36	0.00	16,719.36	0.00	0.00
Posting Activity Total		16,719.36	16,719.36	0.00	16,719.36	0.00	0.00
102 - 05 subtotal:		2,000,000.00	1,957,713.10	14,835.00	1,972,548.10	0.00	27,451.90
127 - 06	**Greenway Phase I ($9.5M Bond) 9/11/17 CT-DOT Project 151-321**						CO60036
6003641025666	**Greenway Phase I - Federal 100%**						
33045 - State of CT - DOT		527,000.00	0.00	0.00	0.00	0.00	527,000.00
47000 - Construction Services 547000		934,441.60	934,441.60	0.00	934,441.60	0.00	0.00
Posting Activity Total		1,461,441.60	934,441.60	0.00	934,441.60	0.00	527,000.00
6003641027726	**Greenway Phase I - Federal 80%**						
33039 - Engineering - Final Design		40,000.00	0.00	0.00	0.00	0.00	40,000.00
33042 - Construction Inspection		1,233,696.73	1,080,860.48	0.00	1,080,860.48	0.00	152,836.25

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
127 - 06	**Greenway Phase I ($9.5M Bond) 9/11/17 CT-DOT Project 151-321**						CO60036
47000 - Construction Services 547000		2,968,533.12	2,737,180.11	0.00	2,737,180.11	0.00	231,353.01
99008 - Construction Contingency		411,608.64	158,068.64	0.00	158,068.64	0.00	253,540.00
Posting Activity Total		4,653,838.49	3,976,109.23	0.00	3,976,109.23	0.00	677,729.26
6003641027736	**Greenway Phase I - G&K SEP (CT-DEEP)**						
47000 - Construction Services 547000		500,000.00	474,999.98	0.00	474,999.98	0.00	25,000.02
Posting Activity Total		500,000.00	474,999.98	0.00	474,999.98	0.00	25,000.02
6003641027746	**Greenway Phase I - City 100%**						
33021 - Financial-Misc 533021		50,000.00	11,733.33	0.00	11,733.33	0.00	38,266.67
33042 - Construction Inspection		0.00	0.00	0.00	0.00	0.00	0.00
47000 - Construction Services 547000		0.00	0.00	0.00	0.00	0.00	0.00
89050 - Administrative Costs 589050		50,000.00	141.70	0.00	141.70	0.00	49,858.30
99001 - Contingent Appropriatio 599001		1,121,260.29	947,699.28	0.00	947,699.28	1,404.00	172,157.01
99008 - Construction Contingency		500,000.00	147,506.76	0.00	147,506.76	0.00	352,493.24
Posting Activity Total		1,721,260.29	1,107,081.07	0.00	1,107,081.07	1,404.00	612,775.22
6003641027756	**Greenway Phase I - City 20%**						
33039 - Engineering - Final Design		10,000.00	0.00	0.00	0.00	0.00	10,000.00
33042 - Construction Inspection		308,424.18	226,986.83	0.00	226,986.83	0.00	81,437.35
47000 - Construction Services 547000		742,133.28	704,192.15	0.00	704,192.15	0.00	37,941.13
99008 - Construction Contingency		102,902.16	62,848.36	0.00	62,848.36	0.00	40,053.80
Posting Activity Total		1,163,459.62	994,027.34	0.00	994,027.34	0.00	169,432.28
127 - 06 subtotal:		9,500,000.00	7,486,659.22	0.00	7,486,659.22	1,404.00	2,011,936.78
138 - 02	**Congestion Mitigation and Air Quality Improvement Program**						FP60079
6007941026172	**Downtown Traffic Signal System State Project 151-325 - 100%**						
33016 - Engineering 533016		423,750.00	294,168.43	0.00	294,168.43	0.00	129,581.57
Posting Activity Total		423,750.00	294,168.43	0.00	294,168.43	0.00	129,581.57
138 - 02 subtotal:		423,750.00	294,168.43	0.00	294,168.43	0.00	129,581.57
146 - 05	**FY20 Elevators City Buildings ($3M Bond) 1/21/2020**						OT60121
6012141026755	**Replacement-Refurbishment of City Elevators**						
33000 - Professional Services 533000		150,000.00	124,231.69	57.50	124,289.19	13,275.81	12,435.00
33021 - Financial-Misc 533021		50,000.00	17,600.00	0.00	17,600.00	0.00	32,400.00
75505 - Elev Replace & Refurb 575505		2,800,000.00	2,728,606.85	0.00	2,728,606.85	84,417.09	-13,023.94
Posting Activity Total		3,000,000.00	2,870,438.54	57.50	2,870,496.04	97,692.90	31,811.06
146 - 05 subtotal:		3,000,000.00	2,870,438.54	57.50	2,870,496.04	97,692.90	31,811.06
166 - 03	**Lakeside Boulevard Drainage Improvements**						SD60083

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Public Works							
166 - 03	**Lakeside Boulevard Drainage Improvements**						SD60083
6008341027813	**State Project No. 151-335 - 100%**						
33016 - Engineering 533016		215,200.00	127,410.00	0.00	127,410.00	87,790.00	0.00
47002 - Street Construction 547002		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		215,200.00	127,410.00	0.00	127,410.00	87,790.00	0.00
166 - 03 subtotal:		215,200.00	127,410.00	0.00	127,410.00	87,790.00	0.00
171 - 03	**Distressed Municipalities Capital Grant**						SD60108
6010841099993	**Unallocated**						
1 - General Appropriation 500000		48.70	0.00	0.00	0.00	0.00	48.70
Posting Activity Total		48.70	0.00	0.00	0.00	0.00	48.70
171 - 03 subtotal:		48.70	0.00	0.00	0.00	0.00	48.70
176 - 05	**Chase Building ($30M Bond 1/23/2023) - ($4M CIF 10/05/2026)**						OT60119
6011941028245	**Chase Municipal Building Rehabilitation Project**						
33000 - Professional Services 533000		150,000.00	20,700.00	0.00	20,700.00	123,300.00	6,000.00
33006 - Architectural/Design 533006		2,500,000.00	1,411,122.80	5,013.50	1,416,136.30	994,733.70	89,130.00
33021 - Financial-Misc 533021		400,000.00	0.00	0.00	0.00	0.00	400,000.00
33031 - Misc-Legal Exp 533031		100,000.00	12,525.00	5,985.00	18,510.00	0.00	81,490.00
47000 - Construction Services 547000		28,400,000.00	0.00	46,826.00	46,826.00	28,227,300.00	125,874.00
75000 - Furn, Fix, Equip 575000		450,000.00	0.00	252,981.12	252,981.12	230,561.66	-33,542.78
75501 - Building Improvements 575501		2,000,000.00	1,661,332.32	0.00	1,661,332.32	613,617.68	-274,950.00
Posting Activity Total		34,000,000.00	3,105,680.12	310,805.62	3,416,485.74	30,189,513.04	394,001.22
176 - 05 subtotal:		34,000,000.00	3,105,680.12	310,805.62	3,416,485.74	30,189,513.04	394,001.22
178 - 01	**US DOT RAISE Grant ($23,100,000) ALN 20.933 7/25/2023 - 6/30/2031**						FD60037
6003741028321	**Base Phase**						
33016 - Engineering 533016		3,200,000.00	2,840,630.35	0.00	2,840,630.35	348,257.12	11,112.53
Posting Activity Total		3,200,000.00	2,840,630.35	0.00	2,840,630.35	348,257.12	11,112.53
6003741028991	**Right of Way Phase**						
33000 - Professional Services 533000		1,109,915.00	1,099,671.00	0.00	1,099,671.00	3,750.00	6,494.00
Posting Activity Total		1,109,915.00	1,099,671.00	0.00	1,099,671.00	3,750.00	6,494.00
178 - 01 subtotal:		4,309,915.00	3,940,301.35	0.00	3,940,301.35	352,007.12	17,606.53
183 - 04	**Environmental Fee Account (Nips)**						SP60091
6009141028464	**Litter and Blight Control Program**						
89055 - Program Costs 589055		601,000.00	348,951.24	263.66	349,214.90	251.94	251,533.16
Posting Activity Total		601,000.00	348,951.24	263.66	349,214.90	251.94	251,533.16
6009141099994	**Unallocated**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Department of Public Works							
183 - 04	**Environmental Fee Account (Nips)**						SP60091
1 - General Appropriation 500000		80,470.35	0.00	0.00	0.00	0.00	80,470.35
Posting Activity Total		80,470.35	0.00	0.00	0.00	0.00	80,470.35
183 - 04 subtotal:		681,470.35	348,951.24	263.66	349,214.90	251.94	332,003.51
184 - 02	**CMAQ Traffic Signal Upgrade ALN 20.205 State Proj 151-325**						FP60084
6008441028472	**Highway Infrastructure Programs DEMO ID CT 196 80%**						
47000 - Construction Services 547000		1,400,000.00	1,400,000.00	0.00	1,400,000.00	0.00	0.00
Posting Activity Total		1,400,000.00	1,400,000.00	0.00	1,400,000.00	0.00	0.00
6008441028482	**Congestion Mitigation and Air Quality Improvement 100%**						
33016 - Engineering 533016		650,000.00	546,253.34	190.00	546,443.34	52,792.41	50,764.25
47000 - Construction Services 547000		5,400,000.00	2,514,819.02	371,771.42	2,886,590.44	1,535,372.71	978,036.85
Posting Activity Total		6,050,000.00	3,061,072.36	371,961.42	3,433,033.78	1,588,165.12	1,028,801.10
184 - 02 subtotal:		7,450,000.00	4,461,072.36	371,961.42	4,833,033.78	1,588,165.12	1,028,801.10
191 - 03	**LoCIP Grant**						SD60109
6010941028723	**Sidewalks New Construction & Replacement**						
47003 - Sidewalk Improvement 547003		3,050,000.00	1,539,689.46	161,767.83	1,701,457.29	1,348,542.71	0.00
Posting Activity Total		3,050,000.00	1,539,689.46	161,767.83	1,701,457.29	1,348,542.71	0.00
6010941029263	**FY26 Sidewalks New Construction & Replacement**						
47003 - Sidewalk Improvement 547003		1,216,543.74	0.00	0.00	0.00	1,216,543.74	0.00
Posting Activity Total		1,216,543.74	0.00	0.00	0.00	1,216,543.74	0.00
6010941099993	**LoCIP Grant Unallocated**						
1 - General Appropriation 500000		711,759.96	0.00	0.00	0.00	0.00	711,759.96
Posting Activity Total		711,759.96	0.00	0.00	0.00	0.00	711,759.96
191 - 03 subtotal:		4,978,303.70	1,539,689.46	161,767.83	1,701,457.29	2,565,086.45	711,759.96
192 - 02	**Walnut, E. Farm, N. Walnut St. CT-DOT Project 151-337 90%**						CO60086
6008641028752	**Walnut, E. Farm, N. Walnut St. CT-DOT Project 151-337 90%**						
47002 - Street Construction 547002		713,859.30	662,890.01	0.00	662,890.01	0.00	50,969.29
Posting Activity Total		713,859.30	662,890.01	0.00	662,890.01	0.00	50,969.29
192 - 02 subtotal:		713,859.30	662,890.01	0.00	662,890.01	0.00	50,969.29
193 - 03	**DEEP Clough Brook Watershed 07/16/2024-01/15/26 DCRF-2023-02-10**						SD61028
6102841028763	**DEEP Clough Brook Watershed 07/16/2024-07/16/26 DCRF-2023-02-10**						
11500 - Salaries (Non BOE salaries)		37,209.00	0.00	0.00	0.00	0.00	37,209.00
23501 - Fringe Other - General 523501		19,348.00	0.00	0.00	0.00	0.00	19,348.00
33018 - Contractual 533018		575,148.00	531,891.00	18,109.00	550,000.00	0.00	25,148.00
33022 - Professional-Misc 533022		6,500.00	0.00	0.00	0.00	0.00	6,500.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
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ACTIVITY GROUP: CP							
410 Department of Public Works							
193 - 03	**DEEP Clough Brook Watershed 07/16/2024-01/15/26 DCRF-2023-02-10**						SD61028
61200 - Office Supplies 561200		4,000.00	0.00	0.00	0.00	0.00	4,000.00
89050 - Administrative Costs 589050		6,456.00	0.00	0.00	0.00	0.00	6,456.00
89206 - Travel & Official-Misc 589206		4,000.00	0.00	0.00	0.00	0.00	4,000.00
Posting Activity Total		652,661.00	531,891.00	18,109.00	550,000.00	0.00	102,661.00
193 - 03 subtotal:		652,661.00	531,891.00	18,109.00	550,000.00	0.00	102,661.00
201 - 05	**One Exchange Building ($6M Bond) 5/19/2025**						OT60122
6012241029095	**Rehabilitation, Renovation and Fit Out**						
33000 - Professional Services 533000		1,370,000.00	1,336,981.75	25,585.00	1,362,566.75	11,210.70	-3,777.45
47000 - Construction Services 547000		4,630,000.00	3,127,087.93	756,443.35	3,883,531.28	478,683.54	267,785.18
75000 - Furn, Fix, Equip 575000		0.00	0.00	204,110.38	204,110.38	55,002.98	-259,113.36
Posting Activity Total		6,000,000.00	4,464,069.68	986,138.73	5,450,208.41	544,897.22	4,894.37
201 - 05 subtotal:		6,000,000.00	4,464,069.68	986,138.73	5,450,208.41	544,897.22	4,894.37
204 - 05	**FY26 Road & Parking Lot Improvements ($5M Bond) 3/9/2026**						OT60033
6003341029255	**Milling and Paving of Roads and Parking Lots**						
33021 - Financial-Misc 533021		40,000.00	0.00	0.00	0.00	0.00	40,000.00
47002 - Street Construction 547002		4,960,000.00	38,052.00	94,667.25	132,719.25	4,764,038.76	63,241.99
Posting Activity Total		5,000,000.00	38,052.00	94,667.25	132,719.25	4,764,038.76	103,241.99
204 - 05 subtotal:		5,000,000.00	38,052.00	94,667.25	132,719.25	4,764,038.76	103,241.99
513 - 02	**Traffic Sign East M./Brass 90% State Proj 151-338 ALN 20.205**						FP60087
6008741029212	**Traffic Sign East M./Brass 90% State Proj 151-338 ALN 20.205**						
33016 - Engineering 533016		360,000.00	28,127.34	31,624.17	59,751.51	178,709.92	121,538.57
75412 - Traffic Signal Equip 575412		1,384,020.00	37,446.01	169,390.85	206,836.86	1,177,183.14	0.00
Posting Activity Total		1,744,020.00	65,573.35	201,015.02	266,588.37	1,355,893.06	121,538.57
513 - 02 subtotal:		1,744,020.00	65,573.35	201,015.02	266,588.37	1,355,893.06	121,538.57
410 subtotal:		169,962,874.96	81,058,569.14	7,811,419.68	88,869,988.82	47,564,110.74	33,528,775.40

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
450 Bureau of Water							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
6005045029501	**Water Storage Tank Improvements**						
33000 - Professional Services 533000		27,415.50	27,415.50	0.00	27,415.50	0.00	0.00
Posting Activity Total		27,415.50	27,415.50	0.00	27,415.50	0.00	0.00
6005045029511	**Water Slip Lining PCCP Thoamston Avenue**						
33016 - Engineering 533016		120,200.02	120,200.02	0.00	120,200.02	0.00	0.00
Posting Activity Total		120,200.02	120,200.02	0.00	120,200.02	0.00	0.00
6005045029521	**Water Pump Replacement**						
75407 - Pumping Equipment 575407		128,352.00	128,352.00	0.00	128,352.00	0.00	0.00
Posting Activity Total		128,352.00	128,352.00	0.00	128,352.00	0.00	0.00
6005045029541	**Flowmeters and Equipment Purchase**						
75404 - Water Meters 575404		194,750.00	194,750.00	0.00	194,750.00	0.00	0.00
Posting Activity Total		194,750.00	194,750.00	0.00	194,750.00	0.00	0.00
6005045029551	**Replacement of Blackman & Hitchcock Water Storage Tanks**						
33000 - Professional Services 533000		666,470.98	632,020.23	34,450.75	666,470.98	0.00	0.00
47010 - Acquisition Costs 547010		178,031.92	178,031.92	0.00	178,031.92	0.00	0.00
Posting Activity Total		844,502.90	810,052.15	34,450.75	844,502.90	0.00	0.00
6005045029561	**Water Treatment Plant Pumping and Mixing Systems**						
33000 - Professional Services 533000		1,087,135.19	1,087,129.73	5.46	1,087,135.19	0.00	0.00
Posting Activity Total		1,087,135.19	1,087,129.73	5.46	1,087,135.19	0.00	0.00
6005045029571	**Pump Station Improvements**						
33000 - Professional Services 533000		351,100.00	351,100.00	0.00	351,100.00	0.00	0.00
Posting Activity Total		351,100.00	351,100.00	0.00	351,100.00	0.00	0.00
6005045029581	**Water System Hydraulic Model**						
33000 - Professional Services 533000		197,073.67	197,073.67	0.00	197,073.67	0.00	0.00
Posting Activity Total		197,073.67	197,073.67	0.00	197,073.67	0.00	0.00
6005045029591	**WTP Secondary Power Supply Feed**						
33000 - Professional Services 533000		45,000.00	45,000.00	0.00	45,000.00	0.00	0.00
Posting Activity Total		45,000.00	45,000.00	0.00	45,000.00	0.00	0.00
159 - 01 subtotal:		2,995,529.28	2,961,073.07	34,456.21	2,995,529.28	0.00	0.00
450 subtotal:		2,995,529.28	2,961,073.07	34,456.21	2,995,529.28	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
501 City Planning							
019 - 05	**Capital Improvement Fund**						OT60180
6018050122545	**Amber Manor Resubdivision**						
47000 - Construction Services 547000		19,879.50	9,814.50	0.00	9,814.50	0.00	10,065.00
Posting Activity Total		19,879.50	9,814.50	0.00	9,814.50	0.00	10,065.00
6018050122855	**Whispering Knolls Subdivision**						
47002 - Street Construction 547002		4,000.00	0.00	0.00	0.00	0.00	4,000.00
Posting Activity Total		4,000.00	0.00	0.00	0.00	0.00	4,000.00
6018050123215	**Ridgegate Woods-Roads**						
47000 - Construction Services 547000		6,400.00	0.00	0.00	0.00	0.00	6,400.00
Posting Activity Total		6,400.00	0.00	0.00	0.00	0.00	6,400.00
6018050123225	**Ridgegate Woods-Maintenance**						
47000 - Construction Services 547000		25,533.00	0.00	0.00	0.00	0.00	25,533.00
Posting Activity Total		25,533.00	0.00	0.00	0.00	0.00	25,533.00
6018050123235	**Vesta Homes Ridgegate Woods**						
47000 - Construction Services 547000		27,767.00	0.00	0.00	0.00	0.00	27,767.00
Posting Activity Total		27,767.00	0.00	0.00	0.00	0.00	27,767.00
6018050123245	**Vesta Homes Ridgegate Woods Ph II**						
47000 - Construction Services 547000		29,249.92	0.00	0.00	0.00	0.00	29,249.92
Posting Activity Total		29,249.92	0.00	0.00	0.00	0.00	29,249.92
6018050123325	**Society Hill Subdivision**						
47000 - Construction Services 547000		110,172.00	110,172.00	0.00	110,172.00	0.00	0.00
Posting Activity Total		110,172.00	110,172.00	0.00	110,172.00	0.00	0.00
019 - 05 subtotal:		223,001.42	119,986.50	0.00	119,986.50	0.00	103,014.92
191 - 03	**LoCIP Grant**						SD60109
6010950128813	**FY25 Plan of Conservation and Development**						
33000 - Professional Services 533000		250,000.00	206,000.00	0.00	206,000.00	25,000.00	19,000.00
Posting Activity Total		250,000.00	206,000.00	0.00	206,000.00	25,000.00	19,000.00
191 - 03 subtotal:		250,000.00	206,000.00	0.00	206,000.00	25,000.00	19,000.00
501 subtotal:		473,001.42	325,986.50	0.00	325,986.50	25,000.00	122,014.92

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
605 Waterbury Development Corp							
019 - 05	**Capital Improvement Fund**						OT60180
6018060528535	**Bristol Street Property Demo & Remediation**						
33000 - Professional Services 533000		245,000.00	53,215.21	0.00	53,215.21	191,213.79	571.00
47000 - Construction Services 547000		755,000.00	18,800.00	0.00	18,800.00	0.00	736,200.00
Posting Activity Total		1,000,000.00	72,015.21	0.00	72,015.21	191,213.79	736,771.00
6018060529395	**Property Demolition & Abatement**						
47006 - Demolition 547006		500,000.00	0.00	0.00	0.00	0.00	500,000.00
Posting Activity Total		500,000.00	0.00	0.00	0.00	0.00	500,000.00
019 - 05 subtotal:		1,500,000.00	72,015.21	0.00	72,015.21	191,213.79	1,236,771.00
097 - 03	**State of CT DOT Grant Wtby Train Station Improvements**						SD60006
6000660526653	**Waterbury Train Station Intermodal Imp Phase 2 State Project No. 304-12**						
33016 - Engineering 533016		175,000.00	206,565.52	0.00	206,565.52	0.00	-31,565.52
47000 - Construction Services 547000		1,507,200.00	1,431,982.69	0.00	1,431,982.69	0.00	75,217.31
Posting Activity Total		1,682,200.00	1,638,548.21	0.00	1,638,548.21	0.00	43,651.79
097 - 03 subtotal:		1,682,200.00	1,638,548.21	0.00	1,638,548.21	0.00	43,651.79
134 - 03	**Dept. of Econ. Comm. Dev./Dept. of Transportation/Local**						SD60042
6004260526013	**East Main Street Streetscape Project-DECD $4 Million Grant**						
33016 - Engineering 533016		938,971.23	591,534.73	0.00	591,534.73	0.00	347,436.50
47000 - Construction Services 547000		2,705,222.77	3,052,659.27	0.00	3,052,659.27	0.00	-347,436.50
89050 - Administrative Costs 589050		4,356.00	4,356.00	0.00	4,356.00	0.00	0.00
Posting Activity Total		3,648,550.00	3,648,550.00	0.00	3,648,550.00	0.00	0.00
6004260526183	**East Main Streetscape Proj. Water/Sewer Contribution $1.1 M**						
33016 - Engineering 533016		0.00	40,120.77	0.00	40,120.77	0.00	-40,120.77
45013 - Security/Safety 545013		0.00	15,752.49	0.00	15,752.49	0.00	-15,752.49
47000 - Construction Services 547000		1,051,124.35	446,545.84	0.00	446,545.84	0.00	604,578.51
Posting Activity Total		1,051,124.35	502,419.10	0.00	502,419.10	0.00	548,705.25
6004260526663	**N Main-S Main & Bank St Streetscape-DECD $4 Million Grant**						
33016 - Engineering 533016		351,450.00	346,809.23	0.00	346,809.23	0.00	4,640.77
47000 - Construction Services 547000		0.00	4,640.77	0.00	4,640.77	0.00	-4,640.77
Posting Activity Total		351,450.00	351,450.00	0.00	351,450.00	0.00	0.00
6004260526693	**N Main-S Main & Bank St Water/Sewer Contribution $1.1 M**						
33016 - Engineering 533016		48,875.65	48,875.65	0.00	48,875.65	0.00	0.00
Posting Activity Total		48,875.65	48,875.65	0.00	48,875.65	0.00	0.00
6004260527453	**Exchange Place Revitalization Phase 1 - E Main (LOTCIP)**						
33016 - Engineering 533016		0.00	266,602.49	0.00	266,602.49	0.00	-266,602.49

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
605 Waterbury Development Corp							
134 - 03	**Dept. of Econ. Comm. Dev./Dept. of Transportation/Local**						SD60042
47000 - Construction Services 547000		3,024,355.20	2,455,533.05	0.00	2,455,533.05	0.00	568,822.15
Posting Activity Total		3,024,355.20	2,722,135.54	0.00	2,722,135.54	0.00	302,219.66
6004260527463	**Exchange Place Phase 1 - E Main (LOTCIP-Municipal)**						
47000 - Construction Services 547000		168,743.50	168,743.50	0.00	168,743.50	0.00	0.00
Posting Activity Total		168,743.50	168,743.50	0.00	168,743.50	0.00	0.00
6004260527473	**Exch Pl Ph 1 - E Main (LOTCIP-Municipal) DE CRISANTI TRUST**						
69006 - Agriculture/Hort Supp 569006		37,619.79	19,841.50	0.00	19,841.50	0.00	17,778.29
Posting Activity Total		37,619.79	19,841.50	0.00	19,841.50	0.00	17,778.29
134 - 03 subtotal:		8,330,718.49	7,462,015.29	0.00	7,462,015.29	0.00	868,703.20
167 - 05	**FY22 Demo Abandoned Prop Address Blight ($1M Bond) 1/24/2022**						OT60047
6004760527825	**Demolition of Blighted Properties**						
33021 - Financial-Misc 533021		30,000.00	2,933.33	0.00	2,933.33	0.00	27,066.67
47006 - Demolition 547006		970,000.00	797,960.14	0.00	797,960.14	1,258.93	170,780.93
Posting Activity Total		1,000,000.00	800,893.47	0.00	800,893.47	1,258.93	197,847.60
167 - 05 subtotal:		1,000,000.00	800,893.47	0.00	800,893.47	1,258.93	197,847.60
172 - 06	**Brass City Food Hub**						CO60039
6003960528026	**US Dept of Commerce EDA ALN 11.307 7/5/22-1/04/24 (Match $80,000)**						
33018 - Contractual 533018		400,000.00	380,960.00	0.00	380,960.00	1,300.00	17,740.00
Posting Activity Total		400,000.00	380,960.00	0.00	380,960.00	1,300.00	17,740.00
6003960528266	**State of CT DECD Brownfields (WDC) 12052-ECD46000-43403**						
33006 - Architectural/Design 533006		36,500.00	6,148.87	14,673.32	20,822.19	15,677.81	0.00
47000 - Construction Services 547000		1,957,528.50	1,341,638.58	186,279.09	1,527,917.67	427,352.33	2,258.50
89050 - Administrative Costs 589050		5,971.50	0.00	0.00	0.00	0.00	5,971.50
Posting Activity Total		2,000,000.00	1,347,787.45	200,952.41	1,548,739.86	443,030.14	8,230.00
172 - 06 subtotal:		2,400,000.00	1,728,747.45	200,952.41	1,929,699.86	444,330.14	25,970.00
179 - 01	**US EPA Brownfields ALN 66.818 July 1, 2023 - Sept. 30, 2027**						FD60055
6005560528331	**777 South Main Street**						
33018 - Contractual 533018		289,970.00	183,297.29	21,466.82	204,764.11	85,205.89	0.00
47000 - Construction Services 547000		705,030.00	431,495.05	2,287.80	433,782.85	271,247.15	0.00
89206 - Travel & Official-Misc 589206		5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
Posting Activity Total		1,000,000.00	619,792.34	23,754.62	643,546.96	356,453.04	0.00
179 - 01 subtotal:		1,000,000.00	619,792.34	23,754.62	643,546.96	356,453.04	0.00
190 - 03	**State of CT DECD (WDC)**						SD60048
6004860528713	**835 South Main Street**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
605 DECD-Demo 835 S Main St.(WDC)							
190 - 03	**State of CT DECD (WDC)**						SD60048
47006 - Demolition 547006		3,100,000.00	2,594,110.31	0.00	2,594,110.31	505,889.69	0.00
Posting Activity Total		3,100,000.00	2,594,110.31	0.00	2,594,110.31	505,889.69	0.00
190 - 03 subtotal:		3,100,000.00	2,594,110.31	0.00	2,594,110.31	505,889.69	0.00
196 - 01	**HUD-EDI B-24-CP-CT-0484 ALN 14.251 Ends Aug. 31, 2032**						FD61031
6103160528861	**Hamilton Park Pedestrian Safety & Streetscape Improvements**						
33000 - Professional Services 533000		850,000.00	0.00	81,219.65	81,219.65	538,760.35	230,020.00
Posting Activity Total		850,000.00	0.00	81,219.65	81,219.65	538,760.35	230,020.00
196 - 01 subtotal:		850,000.00	0.00	81,219.65	81,219.65	538,760.35	230,020.00
197 - 03	**CT Dept. of Transportation LOTCIP/Local**						SD60049
6004960528873	**CTDOT LOTCIP Participating Exchange Place-Phase 2**						
33000 - Professional Services 533000		1,000,498.34	0.00	0.00	0.00	0.00	1,000,498.34
47000 - Construction Services 547000		11,005,481.74	6,852,778.80	1,340,920.57	8,193,699.37	3,812,280.71	-1,000,498.34
Posting Activity Total		12,005,980.08	6,852,778.80	1,340,920.57	8,193,699.37	3,812,280.71	0.00
6004960528883	**LOCAL NON-PARTICIPATING Exchange Place-Phase 2**						
33000 - Professional Services 533000		138,538.00	0.00	0.00	0.00	0.00	138,538.00
47000 - Construction Services 547000		1,523,918.00	869,229.37	0.00	869,229.37	793,190.29	-138,501.66
Posting Activity Total		1,662,456.00	869,229.37	0.00	869,229.37	793,190.29	36.34
197 - 03 subtotal:		13,668,436.08	7,722,008.17	1,340,920.57	9,062,928.74	4,605,471.00	36.34
200 - 03	**State of CT DECD Anaconda American Brass-CIF Rnd 1**						SD60058
6005860529093	**DECD-Freight Street Corridor (Waterbury)**						
47000 - Construction Services 547000		9,992,500.00	1,430,945.30	1,217,379.42	2,648,324.72	2,796,264.78	4,547,910.50
89050 - Administrative Costs 589050		7,500.00	0.00	0.00	0.00	0.00	7,500.00
Posting Activity Total		10,000,000.00	1,430,945.30	1,217,379.42	2,648,324.72	2,796,264.78	4,555,410.50
200 - 03 subtotal:		10,000,000.00	1,430,945.30	1,217,379.42	2,648,324.72	2,796,264.78	4,555,410.50
203 - 03	**State of CT DEEP Grant 2024-130 3/5/2026 to 3/4/3031 13019-DEP43310-41239 (Wtby)**						SD60059
6005960529233	**DEEP-Wilby Football Field**						
33000 - Professional Services 533000		250,000.00	0.00	37,633.80	37,633.80	186,156.20	26,210.00
47000 - Construction Services 547000		2,400,000.00	0.00	0.00	0.00	0.00	2,400,000.00
75000 - Furn, Fix, Equip 575000		350,000.00	0.00	0.00	0.00	0.00	350,000.00
Posting Activity Total		3,000,000.00	0.00	37,633.80	37,633.80	186,156.20	2,776,210.00
203 - 03 subtotal:		3,000,000.00	0.00	37,633.80	37,633.80	186,156.20	2,776,210.00
205 - 01	**DHHS 4/9/25-9/29/27 ALN 93.493, 6 CE1HS53766-01-03**						FD60061
6006160529271	**Waterbury Community Health Resource Center-Grant**						
33006 - Architectural/Design 533006		470,012.00	0.00	0.00	0.00	0.00	470,012.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
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Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
605 DHHS Waterbury Comm. Health							
205 - 01	**DHHS 4/9/25-9/29/27 ALN 93.493, 6 CE1HS53766-01-03**						FD60061
33042 - Construction Inspection		36,000.60	0.00	0.00	0.00	0.00	36,000.60
47000 - Construction Services 547000		4,009,657.00	0.00	0.00	0.00	5,000,000.00	-990,343.00
47006 - Demolition 547006		270,331.00	0.00	0.00	0.00	0.00	270,331.00
99001 - Contingent Appropriatio 599001		213,999.40	0.00	0.00	0.00	0.00	213,999.40
Posting Activity Total		5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00
6006160529401	**Waterbury Community Health Resource Center - Local Funding**						
47000 - Construction Services 547000		1,850,000.00	0.00	0.00	0.00	1,850,000.00	0.00
Posting Activity Total		1,850,000.00	0.00	0.00	0.00	1,850,000.00	0.00
205 - 01 subtotal:		6,850,000.00	0.00	0.00	0.00	6,850,000.00	0.00
605 subtotal:		53,381,354.57	24,069,075.75	2,901,860.47	26,970,936.22	16,475,797.92	9,934,620.43

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
701 Library							
019 - 05	**Capital Improvement Fund**						OT60180
6018070121145	**FY07 Exterior Wall Repair**						
47000 - Construction Services 547000		50,000.00	22,271.03	0.00	22,271.03	0.00	27,728.97
Posting Activity Total		50,000.00	22,271.03	0.00	22,271.03	0.00	27,728.97
6018070121155	**Information Technology Equipment**						
70500 - Computer Equipment 570500		465,000.00	371,971.09	4,199.95	376,171.04	5,140.83	83,688.13
Posting Activity Total		465,000.00	371,971.09	4,199.95	376,171.04	5,140.83	83,688.13
6018070122995	**FY13 VOIP Telephone System**						
75201 - Communication Equipment 575201		21,603.84	21,603.84	0.00	21,603.84	0.00	0.00
Posting Activity Total		21,603.84	21,603.84	0.00	21,603.84	0.00	0.00
6018070124045	**FY15 Fire Alarm Board Replacement**						
45013 - Security/Safety 545013		10,000.00	0.00	0.00	0.00	0.00	10,000.00
Posting Activity Total		10,000.00	0.00	0.00	0.00	0.00	10,000.00
6018070127345	**Security Camera Expansion/Replacement**						
45013 - Security/Safety 545013		25,000.00	24,213.74	0.00	24,213.74	0.00	786.26
Posting Activity Total		25,000.00	24,213.74	0.00	24,213.74	0.00	786.26
6018070127355	**Replacement of Servers**						
70500 - Computer Equipment 570500		15,000.00	0.00	0.00	0.00	0.00	15,000.00
Posting Activity Total		15,000.00	0.00	0.00	0.00	0.00	15,000.00
6018070128855	**Building Improvements**						
47000 - Construction Services 547000		275,000.00	12,615.10	0.00	12,615.10	6,656.16	255,728.74
Posting Activity Total		275,000.00	12,615.10	0.00	12,615.10	6,656.16	255,728.74
019 - 05 subtotal:		861,603.84	452,674.80	4,199.95	456,874.75	11,796.99	392,932.10
135 - 05	**Renovation of Library Park**						OT60073
6007370126025	**Webster Bank Commitment**						
33016 - Engineering 533016		174,640.00	206,423.65	0.00	206,423.65	0.00	-31,783.65
33022 - Professional-Misc 533022		14,300.00	27,896.18	0.00	27,896.18	0.00	-13,596.18
47000 - Construction Services 547000		791,060.00	644,704.69	0.00	644,704.69	0.00	146,355.31
71010 - Operations Equipment-Mi 571010		20,000.00	88,208.45	0.00	88,208.45	0.00	-68,208.45
Posting Activity Total		1,000,000.00	967,232.97	0.00	967,232.97	0.00	32,767.03
135 - 05 subtotal:		1,000,000.00	967,232.97	0.00	967,232.97	0.00	32,767.03
701 subtotal:		1,861,603.84	1,419,907.77	4,199.95	1,424,107.72	11,796.99	425,699.13

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
019 - 05	**Capital Improvement Fund**						OT60180
6018080025615	**FY17 School Building Improvements**						
75501 - Building Improvements 575501		285,000.00	280,264.08	1,950.00	282,214.08	0.00	2,785.92
Posting Activity Total		285,000.00	280,264.08	1,950.00	282,214.08	0.00	2,785.92
6018080026625	**Phone System Upgrades (SF)**						
75201 - Communication Equipment 575201		840,000.00	790,675.41	0.00	790,675.41	0.00	49,324.59
Posting Activity Total		840,000.00	790,675.41	0.00	790,675.41	0.00	49,324.59
6018080026645	**FY20 Elevator Repairs (SF)**						
43000 - General Repairs & Maint 543000		125,000.00	108,735.00	0.00	108,735.00	8,125.00	8,140.00
Posting Activity Total		125,000.00	108,735.00	0.00	108,735.00	8,125.00	8,140.00
6018080027105	**Floor Replacement (SF)**						
47000 - Construction Services 547000		1,380,000.00	726,854.27	107,806.00	834,660.27	233,046.60	312,293.13
Posting Activity Total		1,380,000.00	726,854.27	107,806.00	834,660.27	233,046.60	312,293.13
6018080027115	**HVAC Repairs and Replacement (SF)**						
75411 - HVAC 575411		1,307,827.44	985,313.46	13,366.90	998,680.36	191,770.79	117,376.29
Posting Activity Total		1,307,827.44	985,313.46	13,366.90	998,680.36	191,770.79	117,376.29
6018080027125	**Elevator Upgrades (SF)**						
75505 - Elev Replace & Refurb 575505		280,000.00	128,075.74	0.00	128,075.74	0.00	151,924.26
Posting Activity Total		280,000.00	128,075.74	0.00	128,075.74	0.00	151,924.26
6018080027135	**FY21 Bleacher Replacement (SF)**						
47000 - Construction Services 547000		100,000.00	39,000.00	0.00	39,000.00	30,000.00	31,000.00
Posting Activity Total		100,000.00	39,000.00	0.00	39,000.00	30,000.00	31,000.00
6018080027405	**Purchase & Improvements Southmayd/Beecher Property (SF)**						
47010 - Acquisition Costs 547010		1,750,000.00	1,750,000.00	0.00	1,750,000.00	0.00	0.00
75501 - Building Improvements 575501		800,000.00	778,297.89	0.00	778,297.89	0.00	21,702.11
Posting Activity Total		2,550,000.00	2,528,297.89	0.00	2,528,297.89	0.00	21,702.11
6018080027635	**Education Building and Equipment Improvements (SF)**						
33000 - Professional Services 533000		0.00	90,693.74	0.00	90,693.74	0.00	-90,693.74
43000 - General Repairs & Maint 543000		0.00	0.00	0.00	0.00	0.00	0.00
70500 - Computer Equipment 570500		0.00	25,775.00	0.00	25,775.00	0.00	-25,775.00
75501 - Building Improvements 575501		3,302,788.82	2,491,010.76	77,600.00	2,568,610.76	535,103.23	199,074.83
Posting Activity Total		3,302,788.82	2,607,479.50	77,600.00	2,685,079.50	535,103.23	82,606.09
6018080027645	**School Security Improvements (SF)**						
45013 - Security/Safety 545013		3,055,000.00	2,961,667.59	0.00	2,961,667.59	0.00	93,332.41
Posting Activity Total		3,055,000.00	2,961,667.59	0.00	2,961,667.59	0.00	93,332.41

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
019 - 05	**Capital Improvement Fund**						OT60180
6018080027855	**Kennedy Pool Repair (SF)**						
43000 - General Repairs & Maint 543000		344,458.54	215,262.71	0.00	215,262.71	84,613.29	44,582.54
Posting Activity Total		344,458.54	215,262.71	0.00	215,262.71	84,613.29	44,582.54
6018080028035	**Wendell Cross Water Damage Claim (SF)**						
11500 - Salaries (Non BOE salaries)		0.00	7,377.45	0.00	7,377.45	0.00	-7,377.45
11650 - Overtime		0.00	49,571.22	0.00	49,571.22	0.00	-49,571.22
43000 - General Repairs & Maint 543000		2,188,432.56	1,996,476.95	0.00	1,996,476.95	0.00	191,955.61
47014 - Remediation 547014		0.00	135,006.94	0.00	135,006.94	0.00	-135,006.94
Posting Activity Total		2,188,432.56	2,188,432.56	0.00	2,188,432.56	0.00	0.00
6018080028315	**School Paving & Sidewalks (SF)**						
47000 - Construction Services 547000		1,450,000.00	1,038,793.80	0.00	1,038,793.80	186,188.50	225,017.70
Posting Activity Total		1,450,000.00	1,038,793.80	0.00	1,038,793.80	186,188.50	225,017.70
6018080029105	**Indoor Air Quality Surveys (SF)**						
33000 - Professional Services 533000		1,000,000.00	110,222.40	0.00	110,222.40	150,997.60	738,780.00
Posting Activity Total		1,000,000.00	110,222.40	0.00	110,222.40	150,997.60	738,780.00
6018080029315	**Information Technology Equipment (SF)**						
70500 - Computer Equipment 570500		1,391,370.00	0.00	0.00	0.00	0.00	1,391,370.00
Posting Activity Total		1,391,370.00	0.00	0.00	0.00	0.00	1,391,370.00
6018080029435	**DAS Project West Side MS AHUs HVAC Replacement (SF)-Local**						
47000 - Construction Services 547000		600,000.00	0.00	0.00	0.00	0.00	600,000.00
Posting Activity Total		600,000.00	0.00	0.00	0.00	0.00	600,000.00
6018080029445	**DAS Project Waterbury Career Academy HVAC Boiler (SF)-Local**						
47000 - Construction Services 547000		400,000.00	0.00	0.00	0.00	0.00	400,000.00
Posting Activity Total		400,000.00	0.00	0.00	0.00	0.00	400,000.00
6018080029455	**DAS Project Tinker Elevator Addition (SF)-Local**						
47000 - Construction Services 547000		233,100.00	0.00	0.00	0.00	0.00	233,100.00
Posting Activity Total		233,100.00	0.00	0.00	0.00	0.00	233,100.00
6018080029465	**DAS Project Bucks Hill Roof Replacement (SF)-Local**						
47000 - Construction Services 547000		203,700.00	0.00	0.00	0.00	0.00	203,700.00
Posting Activity Total		203,700.00	0.00	0.00	0.00	0.00	203,700.00
6018080029475	**DAS Project Wilson Roof Replacement (SF)-Local**						
47000 - Construction Services 547000		158,680.00	0.00	0.00	0.00	0.00	158,680.00
Posting Activity Total		158,680.00	0.00	0.00	0.00	0.00	158,680.00
6018080029485	**DAS Project Walsh Roof Replacement (SF)-Local**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
019 - 05	**Capital Improvement Fund**						OT60180
47000 - Construction Services 547000		157,080.00	0.00	0.00	0.00	0.00	157,080.00
Posting Activity Total		157,080.00	0.00	0.00	0.00	0.00	157,080.00
6018080029495	**DAS Project Crosby HS Elevator Replacement (SF)-Local**						
47000 - Construction Services 547000		65,100.00	0.00	0.00	0.00	0.00	65,100.00
Posting Activity Total		65,100.00	0.00	0.00	0.00	0.00	65,100.00
6018080099995	**BOE Unallocated (SF)**						
47000 - Construction Services 547000		4,734,877.80	0.00	0.00	0.00	0.00	4,734,877.80
Posting Activity Total		4,734,877.80	0.00	0.00	0.00	0.00	4,734,877.80
019 - 05 subtotal:		26,152,415.16	14,709,074.41	200,722.90	14,909,797.31	1,419,845.01	9,822,772.84
020 - 05	**Vehicle Replacement Fund**						OT60185
6018580027085	**FY21 Vehicle Replacements (SF)**						
74009 - Vehicles-Misc 574009		175,000.00	135,743.00	0.00	135,743.00	39,257.00	0.00
Posting Activity Total		175,000.00	135,743.00	0.00	135,743.00	39,257.00	0.00
6018580027095	**FY21 Medium Duty Dump Truck with Plow & Sander (126WBY)**						
74000 - Dump Trucks 574000		120,000.00	120,000.00	0.00	120,000.00	0.00	0.00
Posting Activity Total		120,000.00	120,000.00	0.00	120,000.00	0.00	0.00
6018580027555	**Education Dept Vehicles**						
74009 - Vehicles-Misc 574009		100,000.00	49,411.00	0.00	49,411.00	50,589.00	0.00
Posting Activity Total		100,000.00	49,411.00	0.00	49,411.00	50,589.00	0.00
020 - 05 subtotal:		395,000.00	305,154.00	0.00	305,154.00	89,846.00	0.00
128 - 06	**School Elevators ($1.7M Bond) 9/11/17 Amended 5/06/19**						CO65014
6501480025676	**Washington School Elevator 151-0304 CV**						
33006 - Architectural/Design 533006		91,850.00	80,000.00	0.00	80,000.00	0.00	11,850.00
33022 - Professional-Misc 533022		20,000.00	15,368.49	0.00	15,368.49	0.00	4,631.51
47000 - Construction Services 547000		1,133,150.00	1,126,083.54	0.00	1,126,083.54	0.00	7,066.46
Posting Activity Total		1,245,000.00	1,221,452.03	0.00	1,221,452.03	0.00	23,547.97
6501480025686	**Bunker Hill School Elevator 151-0305 CV**						
33006 - Architectural/Design 533006		105,600.00	87,000.00	0.00	87,000.00	0.00	18,600.00
33022 - Professional-Misc 533022		24,000.00	16,762.88	0.00	16,762.88	0.00	7,237.12
47000 - Construction Services 547000		1,419,400.00	1,429,796.00	0.00	1,429,796.00	0.00	-10,396.00
Posting Activity Total		1,549,000.00	1,533,558.88	0.00	1,533,558.88	0.00	15,441.12
6501480099006	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		6,000.00	0.00	0.00	0.00	0.00	6,000.00
Posting Activity Total		6,000.00	0.00	0.00	0.00	0.00	6,000.00

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
128 - 06 subtotal:		2,800,000.00	2,755,010.91	0.00	2,755,010.91	0.00	44,989.09
136 - 06	**Wendell Cross 151-0295 ($46.250M Bond) 6/20/16**						CO65016
6501680026066	**Wendell Cross Renovation and Addition**						
33006 - Architectural/Design 533006		2,692,503.00	1,657,492.29	0.00	1,657,492.29	0.00	1,035,010.71
33022 - Professional-Misc 533022		9,392,635.00	2,813,660.46	0.00	2,813,660.46	0.00	6,578,974.54
47000 - Construction Services 547000		29,848,922.00	39,854,024.20	0.00	39,854,024.20	0.00	-10,005,102.20
47014 - Remediation 547014		0.00	408,474.95	0.00	408,474.95	0.00	-408,474.95
75000 - Furn, Fix, Equip 575000		2,078,400.00	1,386,923.19	0.00	1,386,923.19	0.00	691,476.81
99001 - Contingent Appropriatio 599001		2,168,606.67	0.00	0.00	0.00	0.00	2,168,606.67
Posting Activity Total		46,181,066.67	46,120,575.09	0.00	46,120,575.09	0.00	60,491.58
6501680099006	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		68,933.33	68,933.33	0.00	68,933.33	0.00	0.00
Posting Activity Total		68,933.33	68,933.33	0.00	68,933.33	0.00	0.00
136 - 06 subtotal:		46,250,000.00	46,189,508.42	0.00	46,189,508.42	0.00	60,491.58
158 - 06	**FY21 Tinker School Roof Replacement 151-0309 RR**						CO65018
6501880026196	**Tinker Roof (State $1,380,000- (SF) $220,000-Local $125,000)**						
33006 - Architectural/Design 533006		33,000.00	40,965.73	0.00	40,965.73	0.00	-7,965.73
33022 - Professional-Misc 533022		25,000.00	8,901.40	0.00	8,901.40	0.00	16,098.60
47000 - Construction Services 547000		1,310,726.00	847,027.20	0.00	847,027.20	0.00	463,698.80
Posting Activity Total		1,368,726.00	896,894.33	0.00	896,894.33	0.00	471,831.67
158 - 06 subtotal:		1,368,726.00	896,894.33	0.00	896,894.33	0.00	471,831.67
169 - 06	**FY23 Sprague School Roof Replacement 151-0308 RR**						CO65019
6501980027906	**Sprague Roof (State Grant $1,920,000- (SF) $480,000)**						
33006 - Architectural/Design 533006		33,000.00	40,750.00	0.00	40,750.00	0.00	-7,750.00
33022 - Professional-Misc 533022		25,000.00	8,971.40	0.00	8,971.40	0.00	16,028.60
47000 - Construction Services 547000		1,834,358.00	826,525.00	0.00	826,525.00	0.00	1,007,833.00
Posting Activity Total		1,892,358.00	876,246.40	0.00	876,246.40	0.00	1,016,111.60
169 - 06 subtotal:		1,892,358.00	876,246.40	0.00	876,246.40	0.00	1,016,111.60
170 - 06	**FY23 Kennedy High School Roof Replacement 151-0307 RR**						CO65021
6502180027916	**Kennedy High Roof (State Grant $4,960,000- (SF) $1,240,000)**						
33006 - Architectural/Design 533006		58,000.00	61,823.42	0.00	61,823.42	0.00	-3,823.42
33022 - Professional-Misc 533022		25,000.00	6,494.20	0.00	6,494.20	0.00	18,505.80
47000 - Construction Services 547000		5,522,787.00	2,914,666.22	0.00	2,914,666.22	0.00	2,608,120.78
Posting Activity Total		5,605,787.00	2,982,983.84	0.00	2,982,983.84	0.00	2,622,803.16
170 - 06 subtotal:		5,605,787.00	2,982,983.84	0.00	2,982,983.84	0.00	2,622,803.16

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
800 Education							
173 - 06	**BOE Variable Refrigerant Flow HVAC 8 Schools**						CO65031
6503180028156	**Bunker Hill Elementary School HVAC 151-005**						
33006 - Architectural/Design 533006		110,000.00	65,800.00	0.00	65,800.00	0.00	44,200.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,067,719.00	0.00	0.00	0.00	0.00	2,067,719.00
Posting Activity Total		2,202,719.00	65,800.00	0.00	65,800.00	0.00	2,136,919.00
6503180028166	**Driggs Elementary School HVAC 151-008**						
33006 - Architectural/Design 533006		130,000.00	75,300.00	0.00	75,300.00	0.00	54,700.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,450,852.00	0.00	0.00	0.00	0.00	2,450,852.00
Posting Activity Total		2,605,852.00	75,300.00	0.00	75,300.00	0.00	2,530,552.00
6503180028176	**Hopeville Elementary School HVAC 151-007**						
33006 - Architectural/Design 533006		131,000.00	74,900.00	0.00	74,900.00	0.00	56,100.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,467,662.00	0.00	0.00	0.00	0.00	2,467,662.00
Posting Activity Total		2,623,662.00	74,900.00	0.00	74,900.00	0.00	2,548,762.00
6503180028186	**Kingsbury Elementary School HVAC 151-006**						
33006 - Architectural/Design 533006		115,000.00	65,800.00	0.00	65,800.00	0.00	49,200.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,146,686.00	0.00	0.00	0.00	0.00	2,146,686.00
Posting Activity Total		2,286,686.00	65,800.00	0.00	65,800.00	0.00	2,220,886.00
6503180028196	**Sprague Elementary School HVAC 151-002**						
33006 - Architectural/Design 533006		135,000.00	70,700.00	0.00	70,700.00	0.00	64,300.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,556,455.00	0.00	0.00	0.00	0.00	2,556,455.00
Posting Activity Total		2,716,455.00	70,700.00	0.00	70,700.00	0.00	2,645,755.00
6503180028206	**Tinker Elementary School HVAC 151-001**						
33006 - Architectural/Design 533006		127,000.00	73,300.00	0.00	73,300.00	0.00	53,700.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,405,256.00	0.00	0.00	0.00	0.00	2,405,256.00
Posting Activity Total		2,557,256.00	73,300.00	0.00	73,300.00	0.00	2,483,956.00
6503180028216	**Walsh Elementary School HVAC 151-004**						
33006 - Architectural/Design 533006		137,000.00	77,500.00	0.00	77,500.00	0.00	59,500.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
173 - 06	**BOE Variable Refrigerant Flow HVAC 8 Schools**						CO65031
47000 - Construction Services 547000		2,581,442.00	0.00	0.00	0.00	0.00	2,581,442.00
Posting Activity Total		2,743,442.00	77,500.00	0.00	77,500.00	0.00	2,665,942.00
6503180028226	**Wilson Elementary School HVAC 151-003**						
33006 - Architectural/Design 533006		120,000.00	70,900.00	0.00	70,900.00	0.00	49,100.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,253,942.00	0.00	0.00	0.00	0.00	2,253,942.00
Posting Activity Total		2,398,942.00	70,900.00	0.00	70,900.00	0.00	2,328,042.00
173 - 06 subtotal:		20,135,014.00	574,200.00	0.00	574,200.00	0.00	19,560,814.00
181 - 06	**Bergin Complex Roof Replacement**						CO65022
6502280028446	**Bergin Complex Roof (State Grant $4,500,000-(SF) $1,500,000)**						
33006 - Architectural/Design 533006		0.00	52,200.00	0.00	52,200.00	3,480.00	-55,680.00
33022 - Professional-Misc 533022		0.00	0.00	0.00	0.00	13,920.00	-13,920.00
47000 - Construction Services 547000		1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00
Posting Activity Total		1,500,000.00	52,200.00	0.00	52,200.00	17,400.00	1,430,400.00
181 - 06 subtotal:		1,500,000.00	52,200.00	0.00	52,200.00	17,400.00	1,430,400.00
187 - 06	**BOE Variable Refrigerant Flow HVAC 6 Schools**						CO65032
6503280028546	**Bucks Hill School VRF HVAC**						
47000 - Construction Services 547000		749,840.00	0.00	0.00	0.00	0.00	749,840.00
Posting Activity Total		749,840.00	0.00	0.00	0.00	0.00	749,840.00
6503280028556	**Chase School VRF HVAC**						
47000 - Construction Services 547000		686,765.00	0.00	0.00	0.00	0.00	686,765.00
Posting Activity Total		686,765.00	0.00	0.00	0.00	0.00	686,765.00
6503280028566	**Generali School VRF HVAC**						
47000 - Construction Services 547000		520,817.00	0.00	0.00	0.00	0.00	520,817.00
Posting Activity Total		520,817.00	0.00	0.00	0.00	0.00	520,817.00
6503280028576	**International School VRF HVAC**						
47000 - Construction Services 547000		386,685.00	0.00	0.00	0.00	0.00	386,685.00
Posting Activity Total		386,685.00	0.00	0.00	0.00	0.00	386,685.00
6503280028586	**Regan School VRF HVAC**						
47000 - Construction Services 547000		321,484.00	0.00	0.00	0.00	0.00	321,484.00
Posting Activity Total		321,484.00	0.00	0.00	0.00	0.00	321,484.00
6503280028596	**Washington School VRF HVAC**						
47000 - Construction Services 547000		334,409.00	0.00	0.00	0.00	0.00	334,409.00
Posting Activity Total		334,409.00	0.00	0.00	0.00	0.00	334,409.00

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
187 - 06 subtotal:		3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00
198 - 06	**BOE Elevator Additions**						CO65036
6503680028976	**Driggs School Elevator Addition**						
47000 - Construction Services 547000		537,706.00	52,493.20	0.00	52,493.20	28,662.50	456,550.30
Posting Activity Total		537,706.00	52,493.20	0.00	52,493.20	28,662.50	456,550.30
6503680028986	**Wilson School Elevator Addition**						
47000 - Construction Services 547000		504,188.00	53,180.70	0.00	53,180.70	27,519.30	423,488.00
Posting Activity Total		504,188.00	53,180.70	0.00	53,180.70	27,519.30	423,488.00
198 - 06 subtotal:		1,041,894.00	105,673.90	0.00	105,673.90	56,181.80	880,038.30
199 - 06	**BOE Rooftop Solar Arrays 5 Schools**						CO65033
6503380029046	**Generali Rooftop Solar 151-0311 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		472,000.00	27,657.75	299,338.49	326,996.24	77,765.76	67,238.00
Posting Activity Total		544,000.00	76,207.00	308,638.49	384,845.49	88,065.76	71,088.75
6503380029056	**Sprague Rooftop Solar 151-0312 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		453,000.00	26,160.86	283,149.59	309,310.45	73,994.55	69,695.00
Posting Activity Total		525,000.00	74,710.11	292,449.59	367,159.70	84,294.55	73,545.75
6503380029066	**Tinker Rooftop Solar 151-0313 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		417,000.00	26,016.75	30,225.00	56,241.75	325,061.25	35,697.00
Posting Activity Total		489,000.00	74,566.00	39,525.00	114,091.00	335,361.25	39,547.75
6503380029076	**West Side Rooftop Solar 151-0314 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		942,000.00	45,959.19	250,945.68	296,904.87	519,400.13	125,695.00
Posting Activity Total		1,014,000.00	94,508.44	260,245.68	354,754.12	529,700.13	129,545.75
6503380029086	**Wendell Cross Rooftop Solar 151-0310 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	13,758.75	0.00	13,758.75	0.00	-3,758.75
75000 - Furn, Fix, Equip 575000		956,000.00	107,230.48	456,967.94	564,198.42	100,126.58	291,675.00
Posting Activity Total		1,028,000.00	169,538.48	466,267.94	635,806.42	110,426.58	281,767.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
199 - 06 subtotal:		3,600,000.00	489,530.03	1,367,126.70	1,856,656.73	1,147,848.27	595,495.00
207 - 06	**Roberto Clemente Int'l Dual Language School (Bond 6/23/2025)**						CO65056
6505680029306	**Extension/Alteration CT DAS Project No. 151-0318 EA**						
33000 - Professional Services 533000		1,800,000.00	0.00	7,125.00	7,125.00	19,700.00	1,773,175.00
33006 - Architectural/Design 533006		2,500,000.00	0.00	0.00	0.00	1,023,155.00	1,476,845.00
33021 - Financial-Misc 533021		200,000.00	0.00	0.00	0.00	0.00	200,000.00
47000 - Construction Services 547000		32,000,000.00	0.00	0.00	0.00	0.00	32,000,000.00
75000 - Furn, Fix, Equip 575000		500,000.00	0.00	0.00	0.00	0.00	500,000.00
Posting Activity Total		37,000,000.00	0.00	7,125.00	7,125.00	1,042,855.00	35,950,020.00
207 - 06 subtotal:		37,000,000.00	0.00	7,125.00	7,125.00	1,042,855.00	35,950,020.00
800 subtotal:		150,741,194.16	69,936,476.24	1,574,974.60	71,511,450.84	3,773,976.08	75,455,767.24

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
CP subtotal:		*514,074,449.90*	288,761,481.16	15,336,557.08	*304,098,038.24*	*72,432,345.79*	*137,544,065.87*

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND							
000 Water-Bond Projects							
003 - 05							
730150035	**Clean, Line, Rehab Water Mains ($17.7M Bond 5/11/15)**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	0.00	0.00
33021 - Financial-Misc 533021		2,862.28	2,862.28	0.00	2,862.28	0.00	0.00
33031 - Misc-Legal Exp 533031		19,550.38	19,550.38	0.00	19,550.38	0.00	0.00
47000 - Construction Services 547000		3,777,948.02	3,419,266.79	343,815.00	3,763,081.79	0.00	14,866.23
Posting Activity Total		3,800,360.68	3,441,679.45	343,815.00	3,785,494.45	0.00	14,866.23
003 - 05 subtotal:		3,800,360.68	3,441,679.45	343,815.00	3,785,494.45	0.00	14,866.23
004 - 05							
730150045	**Shepaug & Wigwam Dam Repairs ($17.7M Bond 5/11/15)**						
47000 - Construction Services 547000		3,710,622.94	3,253,412.46	0.00	3,253,412.46	0.00	457,210.48
Posting Activity Total		3,710,622.94	3,253,412.46	0.00	3,253,412.46	0.00	457,210.48
004 - 05 subtotal:		3,710,622.94	3,253,412.46	0.00	3,253,412.46	0.00	457,210.48
005 - 05							
730150055	**Replace Sludge Removal Equipment ($17.7M Bond 5/11/15)**						
45011 - Operation-Water Treat 545011		803,428.55	803,428.55	0.00	803,428.55	0.00	0.00
Posting Activity Total		803,428.55	803,428.55	0.00	803,428.55	0.00	0.00
005 - 05 subtotal:		803,428.55	803,428.55	0.00	803,428.55	0.00	0.00
006 - 05							
730150065	**WTP Generator Replacement ($17.7M Bond 5/11/15)**						
33000 - Professional Services 533000		8,680.00	8,680.00	0.00	8,680.00	0.00	0.00
69027 - Replacement - Generator 569027		631,364.50	631,364.50	0.00	631,364.50	0.00	0.00
Posting Activity Total		640,044.50	640,044.50	0.00	640,044.50	0.00	0.00
006 - 05 subtotal:		640,044.50	640,044.50	0.00	640,044.50	0.00	0.00
007 - 05							
730150075	**Water Tank Repairs & RePainting ($17.7M Bond 5/11/15)**						
43020 - Repair and Maintenance- 543020		1,104,187.62	1,104,187.62	0.00	1,104,187.62	0.00	0.00
Posting Activity Total		1,104,187.62	1,104,187.62	0.00	1,104,187.62	0.00	0.00
007 - 05 subtotal:		1,104,187.62	1,104,187.62	0.00	1,104,187.62	0.00	0.00
008 - 05							
730150085	**Pump Station Improvements ($17.7M Bond 5/11/15)**						
75504 - Pump Stations 575504		608,599.07	606,967.57	812.50	607,780.07	819.00	0.00
Posting Activity Total		608,599.07	606,967.57	812.50	607,780.07	819.00	0.00
008 - 05 subtotal:		608,599.07	606,967.57	812.50	607,780.07	819.00	0.00
009 - 05							

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND							
000 Water-Bond Projects							
009 - 05							
730150095	**Replace Distribution System SCADA ($17.7M Bond 5/11/15)**						
43026 - SCADA 543026		308,211.11	308,211.11	0.00	308,211.11	0.00	0.00
Posting Activity Total		308,211.11	308,211.11	0.00	308,211.11	0.00	0.00
009 - 05 subtotal:		308,211.11	308,211.11	0.00	308,211.11	0.00	0.00
010 - 05							
730150105	**Replace Underground Fuel Tanks ($17.7M Bond 5/11/15)**						
47008 - Tank Removals 547008		223,000.00	223,000.00	0.00	223,000.00	0.00	0.00
Posting Activity Total		223,000.00	223,000.00	0.00	223,000.00	0.00	0.00
010 - 05 subtotal:		223,000.00	223,000.00	0.00	223,000.00	0.00	0.00
011 - 05							
730150115	**Replace Water Pumps ($17.7M Bond 5/11/15)**						
69028 - Replacement - Pumps 569028		47,714.25	47,714.25	0.00	47,714.25	0.00	0.00
Posting Activity Total		47,714.25	47,714.25	0.00	47,714.25	0.00	0.00
011 - 05 subtotal:		47,714.25	47,714.25	0.00	47,714.25	0.00	0.00
014 - 05							
730150145	**Large Gate Valve Repairs ($17.7M Bond 5/11/15)**						
47000 - Construction Services 547000		2,051,872.31	926,567.96	0.00	926,567.96	38,441.10	1,086,863.25
Posting Activity Total		2,051,872.31	926,567.96	0.00	926,567.96	38,441.10	1,086,863.25
014 - 05 subtotal:		2,051,872.31	926,567.96	0.00	926,567.96	38,441.10	1,086,863.25
015 - 05							
730150155	**East Main Street Water Mains DWSRF ($17.7M Bond 5/11/15)**						
47000 - Construction Services 547000		1,149,819.71	1,149,819.71	0.00	1,149,819.71	0.00	0.00
Posting Activity Total		1,149,819.71	1,149,819.71	0.00	1,149,819.71	0.00	0.00
015 - 05 subtotal:		1,149,819.71	1,149,819.71	0.00	1,149,819.71	0.00	0.00
016 - 05							
730150165	**Variable Freq Drive Pump (DWSRF 20-39) ($17.7M Bond 5/11/15)**						
75407 - Pumping Equipment 575407		22,320.00	22,320.00	0.00	22,320.00	0.00	0.00
Posting Activity Total		22,320.00	22,320.00	0.00	22,320.00	0.00	0.00
016 - 05 subtotal:		22,320.00	22,320.00	0.00	22,320.00	0.00	0.00
019 - 05							
730150195	**Cairns Reservoir Gatehouse (CB 2021) ($17.7M Bond 5/11/15)**						
33016 - Engineering 533016		182,810.71	182,810.71	0.00	182,810.71	0.00	0.00
43020 - Repair and Maintenance- 543020		1,755,008.55	1,755,008.55	0.00	1,755,008.55	0.00	0.00
Posting Activity Total		1,937,819.26	1,937,819.26	0.00	1,937,819.26	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND							
000 Water-Bond Projects							
019 - 05 subtotal:		1,937,819.26	1,937,819.26	0.00	1,937,819.26	0.00	0.00
021 - 05							
730150215	**Pump Station Generators (CB 2021) ($17.7M Bond 5/11/15)**						
71014 - Generator & Switchgear 571014		155,000.00	49,905.00	0.00	49,905.00	0.00	105,095.00
Posting Activity Total		155,000.00	49,905.00	0.00	49,905.00	0.00	105,095.00
021 - 05 subtotal:		155,000.00	49,905.00	0.00	49,905.00	0.00	105,095.00
022 - 05							
730150225	**Exchange Place Utility Rehab ($17.7M Bond 5/11/15)**						
33000 - Professional Services 533000		390,000.00	245,292.37	5,841.25	251,133.62	137,966.38	900.00
47000 - Construction Services 547000		747,000.00	571,329.89	0.00	571,329.89	175,188.95	481.16
Posting Activity Total		1,137,000.00	816,622.26	5,841.25	822,463.51	313,155.33	1,381.16
022 - 05 subtotal:		1,137,000.00	816,622.26	5,841.25	822,463.51	313,155.33	1,381.16
999 - 05							
730159995	**WATER Bond Unallocated ($17.7M Bond 5/11/15)**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
999 - 05 subtotal:		0.00	0.00	0.00	0.00	0.00	0.00
000 subtotal:		17,700,000.00	15,331,699.70	350,468.75	15,682,168.45	352,415.43	1,665,416.12

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-BOND subtotal:		*17,700,000.00*	15,331,699.70	350,468.75	*15,682,168.45*	*352,415.43*	*1,665,416.12*

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND1							
000 Water-Bond Projects1							
001 - 05							
730160015	**WTP-Pumps & Mixing Equipment Imp. ($35M Bond 10/24/22)**						
33000 - Professional Services 533000		10,000.00	10,000.00	0.00	10,000.00	0.00	0.00
33016 - Engineering 533016		78,100.00	15,882.50	19,379.93	35,262.43	42,837.57	0.00
47000 - Construction Services 547000		7,993,525.00	7,085,808.96	9,500.00	7,095,308.96	898,216.04	0.00
Posting Activity Total		8,081,625.00	7,111,691.46	28,879.93	7,140,571.39	941,053.61	0.00
001 - 05 subtotal:		8,081,625.00	7,111,691.46	28,879.93	7,140,571.39	941,053.61	0.00
005 - 05							
730160055	**Blackman Tank Replacement ($35M Bond 10/24/22) 2025-7141**						
33000 - Professional Services 533000		520,000.00	329,308.53	0.00	329,308.53	189,366.47	1,325.00
33031 - Misc-Legal Exp 533031		15,000.00	9,500.00	0.00	9,500.00	0.00	5,500.00
47000 - Construction Services 547000		6,440,000.00	3,495,962.21	251,027.81	3,746,990.02	2,693,009.98	0.00
Posting Activity Total		6,975,000.00	3,834,770.74	251,027.81	4,085,798.55	2,882,376.45	6,825.00
005 - 05 subtotal:		6,975,000.00	3,834,770.74	251,027.81	4,085,798.55	2,882,376.45	6,825.00
010 - 05							
730160105	**WTP-Eversource-Second Power Source ($35M Bond 10/24/22)**						
47000 - Construction Services 547000		691,500.00	691,500.00	0.00	691,500.00	0.00	0.00
Posting Activity Total		691,500.00	691,500.00	0.00	691,500.00	0.00	0.00
010 - 05 subtotal:		691,500.00	691,500.00	0.00	691,500.00	0.00	0.00
015 - 05							
730160155	**West Main Street Utility Improvements ($35M Bond 10/24/22)**						
33016 - Engineering 533016		787,000.00	774,766.57	701.25	775,467.82	11,532.18	0.00
Posting Activity Total		787,000.00	774,766.57	701.25	775,467.82	11,532.18	0.00
015 - 05 subtotal:		787,000.00	774,766.57	701.25	775,467.82	11,532.18	0.00
020 - 05							
730160205	**North Main PS Upgrades ($35M Bond 10/24/22) 2025-7140**						
33000 - Professional Services 533000		375,000.00	144,638.16	81,591.50	226,229.66	146,884.34	1,886.00
33031 - Misc-Legal Exp 533031		0.00	9,500.00	0.00	9,500.00	0.00	-9,500.00
47000 - Construction Services 547000		4,750,000.00	3,223,786.99	372,244.40	3,596,031.39	1,127,254.61	26,714.00
Posting Activity Total		5,125,000.00	3,377,925.15	453,835.90	3,831,761.05	1,274,138.95	19,100.00
020 - 05 subtotal:		5,125,000.00	3,377,925.15	453,835.90	3,831,761.05	1,274,138.95	19,100.00
025 - 05							
730160255	**3rd Water Trans Slip Lining ($35M Bond 10/24/22) 2025-7139**						
33000 - Professional Services 533000		500,000.00	173,495.75	0.00	173,495.75	22,504.25	304,000.00
33031 - Misc-Legal Exp 533031		0.00	9,500.00	0.00	9,500.00	0.00	-9,500.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND1							
000 Water-Bond Projects1							
025 - 05							
47000 - Construction Services 547000		12,480,000.00	11,269,530.18	0.00	11,269,530.18	1,049,920.32	160,549.50
71010 - Operations Equipment-Mi 571010		20,000.00	0.00	0.00	0.00	0.00	20,000.00
Posting Activity Total		13,000,000.00	11,452,525.93	0.00	11,452,525.93	1,072,424.57	475,049.50
025 - 05 subtotal:		13,000,000.00	11,452,525.93	0.00	11,452,525.93	1,072,424.57	475,049.50
999 - 05							
730169995	**WATER Bond Unallocated ($35M Bond 10/24/22)**						
1 - General Appropriation 500000		339,875.00	0.00	0.00	0.00	0.00	339,875.00
Posting Activity Total		339,875.00	0.00	0.00	0.00	0.00	339,875.00
999 - 05 subtotal:		339,875.00	0.00	0.00	0.00	0.00	339,875.00
000 subtotal:		35,000,000.00	27,243,179.85	734,444.89	27,977,624.74	6,181,525.76	840,849.50

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-BOND1 subtotal:		*35,000,000.00*	27,243,179.85	734,444.89	*27,977,624.74*	*6,181,525.76*	*840,849.50*

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
039 - 05							
730250395	**WTP Upgrade and Repairs**						
47000 - Construction Services 547000		435,000.00	418,380.98	0.00	418,380.98	330.00	16,289.02
Posting Activity Total		435,000.00	418,380.98	0.00	418,380.98	330.00	16,289.02
039 - 05 subtotal:		435,000.00	418,380.98	0.00	418,380.98	330.00	16,289.02
044 - 05							
730250445	**Pump Station Generators**						
71014 - Generator & Switchgear 571014		200,000.00	143,100.00	0.00	143,100.00	0.00	56,900.00
Posting Activity Total		200,000.00	143,100.00	0.00	143,100.00	0.00	56,900.00
044 - 05 subtotal:		200,000.00	143,100.00	0.00	143,100.00	0.00	56,900.00
048 - 05							
730250485	**Vehicles**						
74009 - Vehicles-Misc 574009		3,430,733.92	2,455,901.28	65,061.64	2,520,962.92	203,426.43	706,344.57
Posting Activity Total		3,430,733.92	2,455,901.28	65,061.64	2,520,962.92	203,426.43	706,344.57
048 - 05 subtotal:		3,430,733.92	2,455,901.28	65,061.64	2,520,962.92	203,426.43	706,344.57
053 - 05							
730250535	**Water Emergency Repairs**						
47000 - Construction Services 547000		8,376,193.79	7,192,267.08	434,218.14	7,626,485.22	0.00	749,708.57
Posting Activity Total		8,376,193.79	7,192,267.08	434,218.14	7,626,485.22	0.00	749,708.57
053 - 05 subtotal:		8,376,193.79	7,192,267.08	434,218.14	7,626,485.22	0.00	749,708.57
061 - 05							
730250615	**Repairs of HVAC System East Aurora Building**						
75411 - HVAC 575411		85,000.00	74,243.00	0.00	74,243.00	0.00	10,757.00
Posting Activity Total		85,000.00	74,243.00	0.00	74,243.00	0.00	10,757.00
061 - 05 subtotal:		85,000.00	74,243.00	0.00	74,243.00	0.00	10,757.00
062 - 05							
730250625	**Paving**						
43010 - Resurface Streets 543010		1,625,000.00	1,374,950.00	76,561.11	1,451,511.11	173,488.89	0.00
Posting Activity Total		1,625,000.00	1,374,950.00	76,561.11	1,451,511.11	173,488.89	0.00
062 - 05 subtotal:		1,625,000.00	1,374,950.00	76,561.11	1,451,511.11	173,488.89	0.00
066 - 05							
730250665	**Hill St. Pressure Reducing Valve Station Upgrade**						
47000 - Construction Services 547000		24,263.14	24,263.14	0.00	24,263.14	0.00	0.00
Posting Activity Total		24,263.14	24,263.14	0.00	24,263.14	0.00	0.00
066 - 05 subtotal:		24,263.14	24,263.14	0.00	24,263.14	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
067 - 05							
730250675	**East Aurora Office- Computer/Technical Upgrades**						
70500 - Computer Equipment 570500		100,000.00	47,861.67	23,124.55	70,986.22	0.00	29,013.78
Posting Activity Total		100,000.00	47,861.67	23,124.55	70,986.22	0.00	29,013.78
067 - 05 subtotal:		100,000.00	47,861.67	23,124.55	70,986.22	0.00	29,013.78
068 - 05							
730250685	**Fuel Management System Upgrade**						
71010 - Operations Equipment-Mi 571010		98,119.11	98,119.11	0.00	98,119.11	0.00	0.00
Posting Activity Total		98,119.11	98,119.11	0.00	98,119.11	0.00	0.00
068 - 05 subtotal:		98,119.11	98,119.11	0.00	98,119.11	0.00	0.00
069 - 05							
730250695	**Demolition/Removal of Decommissioned Buildings**						
47006 - Demolition 547006		60,000.00	31,585.00	0.00	31,585.00	0.00	28,415.00
Posting Activity Total		60,000.00	31,585.00	0.00	31,585.00	0.00	28,415.00
069 - 05 subtotal:		60,000.00	31,585.00	0.00	31,585.00	0.00	28,415.00
071 - 05							
730250715	**Flowmeters**						
71010 - Operations Equipment-Mi 571010		250,000.00	87,856.00	0.00	87,856.00	0.00	162,144.00
Posting Activity Total		250,000.00	87,856.00	0.00	87,856.00	0.00	162,144.00
071 - 05 subtotal:		250,000.00	87,856.00	0.00	87,856.00	0.00	162,144.00
072 - 05							
730250725	**RF Water Meter Upgrade**						
70504 - Software 570504		28,428.00	28,428.00	0.00	28,428.00	0.00	0.00
71010 - Operations Equipment-Mi 571010		81,952.00	48,451.27	0.00	48,451.27	33,500.00	0.73
75404 - Water Meters 575404		614,620.00	449,996.87	0.00	449,996.87	0.00	164,623.13
Posting Activity Total		725,000.00	526,876.14	0.00	526,876.14	33,500.00	164,623.86
072 - 05 subtotal:		725,000.00	526,876.14	0.00	526,876.14	33,500.00	164,623.86
073 - 05							
730250735	**Earthen Material Storage Shed-Operations Facility**						
71010 - Operations Equipment-Mi 571010		300,000.00	289,808.00	0.00	289,808.00	0.00	10,192.00
Posting Activity Total		300,000.00	289,808.00	0.00	289,808.00	0.00	10,192.00
073 - 05 subtotal:		300,000.00	289,808.00	0.00	289,808.00	0.00	10,192.00
074 - 05							
730250745	**Lead Service Inventory**						
33000 - Professional Services 533000		100,000.00	0.00	0.00	0.00	0.00	100,000.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
074 - 05							
Posting Activity Total		100,000.00	0.00	0.00	0.00	0.00	100,000.00
074 - 05 subtotal:		100,000.00	0.00	0.00	0.00	0.00	100,000.00
075 - 05							
730250755	**Insertion Valves Installation**						
71010 - Operations Equipment-Mi 571010		25,000.00	22,733.08	0.00	22,733.08	0.00	2,266.92
Posting Activity Total		25,000.00	22,733.08	0.00	22,733.08	0.00	2,266.92
075 - 05 subtotal:		25,000.00	22,733.08	0.00	22,733.08	0.00	2,266.92
076 - 05							
730250765	**Water Audit/Survey**						
33000 - Professional Services 533000		99,500.00	49,500.00	0.00	49,500.00	0.00	50,000.00
Posting Activity Total		99,500.00	49,500.00	0.00	49,500.00	0.00	50,000.00
076 - 05 subtotal:		99,500.00	49,500.00	0.00	49,500.00	0.00	50,000.00
077 - 05							
730250775	**Design, Engineering & Monitoring of Capital Projects**						
33000 - Professional Services 533000		230,000.00	88,101.00	0.00	88,101.00	9,812.14	132,086.86
Posting Activity Total		230,000.00	88,101.00	0.00	88,101.00	9,812.14	132,086.86
077 - 05 subtotal:		230,000.00	88,101.00	0.00	88,101.00	9,812.14	132,086.86
078 - 05							
730250785	**FY26 Water Vehicles (335/313/325/327/345/340 WBY)**						
74000 - Dump Trucks 574000		120,000.00	0.00	120,255.20	120,255.20	0.00	-255.20
74002 - Light Trucks 574002		290,000.00	0.00	0.00	0.00	304,516.13	-14,516.13
74009 - Vehicles-Misc 574009		150,000.00	0.00	0.00	0.00	0.00	150,000.00
Posting Activity Total		560,000.00	0.00	120,255.20	120,255.20	304,516.13	135,228.67
078 - 05 subtotal:		560,000.00	0.00	120,255.20	120,255.20	304,516.13	135,228.67
079 - 05							
730250795	**FY27 Vehicles (341/336/348/331 WBY)**						
74002 - Light Trucks 574002		140,000.00	0.00	0.00	0.00	0.00	140,000.00
74003 - Mobile Equipment 574003		210,000.00	0.00	0.00	0.00	0.00	210,000.00
74009 - Vehicles-Misc 574009		48,000.00	0.00	0.00	0.00	0.00	48,000.00
Posting Activity Total		398,000.00	0.00	0.00	0.00	0.00	398,000.00
079 - 05 subtotal:		398,000.00	0.00	0.00	0.00	0.00	398,000.00
999 - 05							
730259995	**Water Unallocated**						
1 - General Appropriation 500000		2,282,610.87	0.00	0.00	0.00	0.00	2,282,610.87

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
999 - 05							
Posting Activity Total		2,282,610.87	0.00	0.00	0.00	0.00	2,282,610.87
999 - 05 subtotal:		2,282,610.87	0.00	0.00	0.00	0.00	2,282,610.87
000 subtotal:		19,404,420.83	12,925,545.48	719,220.64	13,644,766.12	725,073.59	5,034,581.12

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-CIF subtotal:		*19,404,420.83*	12,925,545.48	719,220.64	*13,644,766.12*	*725,073.59*	*5,034,581.12*

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-BOND							
000 WPC-Bond Projects							
001 - 05							
715000015	**Pump Stations General Upgrade ($10.325M Bond 5/11/15)**						
75504 - Pump Stations 575504		645,067.32	645,067.32	0.00	645,067.32	0.00	0.00
Posting Activity Total		645,067.32	645,067.32	0.00	645,067.32	0.00	0.00
001 - 05 subtotal:		645,067.32	645,067.32	0.00	645,067.32	0.00	0.00
002 - 05							
715000025	**Gen'l Sanitary Collection Sys Imp ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		101,084.52	101,084.52	0.00	101,084.52	0.00	0.00
47000 - Construction Services 547000		240,487.09	190,278.30	0.00	190,278.30	50,208.79	0.00
71010 - Operations Equipment-Mi 571010		31,951.85	31,951.85	0.00	31,951.85	0.00	0.00
Posting Activity Total		373,523.46	323,314.67	0.00	323,314.67	50,208.79	0.00
002 - 05 subtotal:		373,523.46	323,314.67	0.00	323,314.67	50,208.79	0.00
003 - 05							
715000035	**Manhole Repairs ($10.325M Bond 5/11/15)**						
43010 - Resurface Streets 543010		334,153.88	329,047.91	0.00	329,047.91	3,784.72	1,321.25
Posting Activity Total		334,153.88	329,047.91	0.00	329,047.91	3,784.72	1,321.25
003 - 05 subtotal:		334,153.88	329,047.91	0.00	329,047.91	3,784.72	1,321.25
010 - 05							
715000105	**Plant Building Improvements ($10.325M Bond 5/11/15)**						
75501 - Building Improvements 575501		375,328.00	375,328.00	0.00	375,328.00	0.00	0.00
Posting Activity Total		375,328.00	375,328.00	0.00	375,328.00	0.00	0.00
010 - 05 subtotal:		375,328.00	375,328.00	0.00	375,328.00	0.00	0.00
011 - 05							
715000115	**Plant Electrical Equip Improvements ($10.325M Bond 5/11/15)**						
43001 - Repair-Electrical 543001		98,262.00	98,262.00	0.00	98,262.00	0.00	0.00
Posting Activity Total		98,262.00	98,262.00	0.00	98,262.00	0.00	0.00
011 - 05 subtotal:		98,262.00	98,262.00	0.00	98,262.00	0.00	0.00
012 - 05							
715000125	**Plant SCADA Upgrades ($10.325M Bond 5/11/15)**						
43026 - SCADA 543026		47,520.00	47,520.00	0.00	47,520.00	0.00	0.00
Posting Activity Total		47,520.00	47,520.00	0.00	47,520.00	0.00	0.00
012 - 05 subtotal:		47,520.00	47,520.00	0.00	47,520.00	0.00	0.00
014 - 05							
715000145	**SCADA at Pump Stations (FY20-CIP) ($10.325M Bond 5/11/15)**						
33000 - Professional Services 533000		5,000.00	0.00	0.00	0.00	3,880.00	1,120.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-BOND							
000 WPC-Bond Projects							
014 - 05							
33016 - Engineering 533016		199,804.40	177,658.21	0.00	177,658.21	0.00	22,146.19
43026 - SCADA 543026		1,385,195.60	1,393,387.92	0.00	1,393,387.92	11,612.08	-19,804.40
Posting Activity Total		1,590,000.00	1,571,046.13	0.00	1,571,046.13	15,492.08	3,461.79
014 - 05 subtotal:		1,590,000.00	1,571,046.13	0.00	1,571,046.13	15,492.08	3,461.79
016 - 05							
715000165	**Trough Conversion Sec 5-8 FY20&21-CIP $10.325M Bond 5/11/15**						
33016 - Engineering 533016		56,199.64	56,199.64	0.00	56,199.64	0.00	0.00
47000 - Construction Services 547000		3,389,241.98	3,389,241.98	0.00	3,389,241.98	0.00	0.00
Posting Activity Total		3,445,441.62	3,445,441.62	0.00	3,445,441.62	0.00	0.00
016 - 05 subtotal:		3,445,441.62	3,445,441.62	0.00	3,445,441.62	0.00	0.00
017 - 05							
715000175	**Network & Fire Alarm Sys (FY21-CIP) ($10.325M Bond 5/11/15)**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	3,500.00	-3,500.00
33016 - Engineering 533016		123,520.00	104,987.65	0.00	104,987.65	0.00	18,532.35
47000 - Construction Services 547000		736,480.00	717,080.53	0.00	717,080.53	0.00	19,399.47
Posting Activity Total		860,000.00	822,068.18	0.00	822,068.18	3,500.00	34,431.82
017 - 05 subtotal:		860,000.00	822,068.18	0.00	822,068.18	3,500.00	34,431.82
018 - 05							
715000185	**UV Equipment Replacement (FY21-CIP) ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		163,444.00	135,834.68	0.00	135,834.68	0.00	27,609.32
47000 - Construction Services 547000		1,336,556.00	1,348,172.00	0.00	1,348,172.00	0.00	-11,616.00
Posting Activity Total		1,500,000.00	1,484,006.68	0.00	1,484,006.68	0.00	15,993.32
018 - 05 subtotal:		1,500,000.00	1,484,006.68	0.00	1,484,006.68	0.00	15,993.32
019 - 05							
715000195	**AT Blower & DO Controls (FY21-CIP) ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		410,000.00	323,593.67	0.00	323,593.67	7,500.00	78,906.33
47000 - Construction Services 547000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		410,000.00	323,593.67	0.00	323,593.67	7,500.00	78,906.33
019 - 05 subtotal:		410,000.00	323,593.67	0.00	323,593.67	7,500.00	78,906.33
020 - 05							
715000205	**WPC Plant - Service Elevator Replace ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		10,000.00	0.00	0.00	0.00	0.00	10,000.00
47000 - Construction Services 547000		340,000.00	319,718.50	0.00	319,718.50	12,487.00	7,794.50
Posting Activity Total		350,000.00	319,718.50	0.00	319,718.50	12,487.00	17,794.50

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 11:41:47AM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-BOND							
000 WPC-Bond Projects							
020 - 05 subtotal:		350,000.00	319,718.50	0.00	319,718.50	12,487.00	17,794.50
021 - 05							
715000215	**WPC Plant - Processing Improvements ($10.325M Bond 5/11/15)**						
71010 - Operations Equipment-Mi 571010		21,897.00	21,897.00	0.00	21,897.00	0.00	0.00
Posting Activity Total		21,897.00	21,897.00	0.00	21,897.00	0.00	0.00
021 - 05 subtotal:		21,897.00	21,897.00	0.00	21,897.00	0.00	0.00
022 - 05							
715000225	**West Main St. Utility Improvements ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		270,000.00	0.00	0.00	0.00	270,000.00	0.00
Posting Activity Total		270,000.00	0.00	0.00	0.00	270,000.00	0.00
022 - 05 subtotal:		270,000.00	0.00	0.00	0.00	270,000.00	0.00
999 - 05							
715009995	**WPC Bond Unallocated ($10.325M Bond 5/11/15)**						
1 - General Appropriation 500000		3,806.72	0.00	0.00	0.00	0.00	3,806.72
Posting Activity Total		3,806.72	0.00	0.00	0.00	0.00	3,806.72
999 - 05 subtotal:		3,806.72	0.00	0.00	0.00	0.00	3,806.72
000 subtotal:		10,325,000.00	9,806,311.68	0.00	9,806,311.68	362,972.59	155,715.73

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WPC-BOND subtotal:		*10,325,000.00*	9,806,311.68	0.00	*9,806,311.68*	*362,972.59*	*155,715.73*

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-BOND1							
000 WPC-Bond Projects1							
001 - 05							
715100015	**WPC Phosphorus Reduction Upgrade**						
33006 - Architectural/Design 533006		1,522,900.00	1,512,963.05	0.00	1,512,963.05	0.00	9,936.95
33011 - Legal Exp & Court Fees 533011		250,000.00	35,612.92	0.00	35,612.92	0.00	214,387.08
33028 - Project Management 533028		2,124,030.00	2,643,068.16	0.00	2,643,068.16	0.00	-519,038.16
33033 - Debt Issuance Costs 533033		100,000.00	0.00	0.00	0.00	0.00	100,000.00
47000 - Construction Services 547000		27,307,535.00	27,306,822.05	0.00	27,306,822.05	0.00	712.95
59106 - Equipment 559106		200,000.00	167,070.00	0.00	167,070.00	0.00	32,930.00
69501 - Chemicals 569501		352,000.00	351,180.00	0.00	351,180.00	0.00	820.00
71011 - Equipment Rental 571011		50,000.00	85,215.92	0.00	85,215.92	0.00	-35,215.92
92002 - Interest - General 592002		650,000.00	0.00	0.00	0.00	0.00	650,000.00
99001 - Contingent Appropriatio 599001		1,986,463.00	0.00	0.00	0.00	0.00	1,986,463.00
99008 - Construction Contingency		45,535.00	0.00	0.00	0.00	0.00	45,535.00
Posting Activity Total		34,588,463.00	32,101,932.10	0.00	32,101,932.10	0.00	2,486,530.90
001 - 05 subtotal:		34,588,463.00	32,101,932.10	0.00	32,101,932.10	0.00	2,486,530.90
002 - 05							
715100025	**Ferric Trial**						
33016 - Engineering 533016		111,537.00	109,168.84	0.00	109,168.84	0.00	2,368.16
Posting Activity Total		111,537.00	109,168.84	0.00	109,168.84	0.00	2,368.16
002 - 05 subtotal:		111,537.00	109,168.84	0.00	109,168.84	0.00	2,368.16
003 - 05							
715100035	**Service Building Replacement**						
33037 - Good Jobs Oversight 533037		7,500.00	5,409.74	0.00	5,409.74	0.00	2,090.26
47000 - Construction Services 547000		4,525,000.00	4,294,817.53	0.00	4,294,817.53	220,454.47	9,728.00
99001 - Contingent Appropriatio 599001		467,500.00	0.00	0.00	0.00	0.00	467,500.00
Posting Activity Total		5,000,000.00	4,300,227.27	0.00	4,300,227.27	220,454.47	479,318.26
003 - 05 subtotal:		5,000,000.00	4,300,227.27	0.00	4,300,227.27	220,454.47	479,318.26
004 - 05							
715100045	**Chemical Building Repairs**						
47000 - Construction Services 547000		300,000.00	0.00	0.00	0.00	298,850.00	1,150.00
Posting Activity Total		300,000.00	0.00	0.00	0.00	298,850.00	1,150.00
004 - 05 subtotal:		300,000.00	0.00	0.00	0.00	298,850.00	1,150.00
000 subtotal:		40,000,000.00	36,511,328.21	0.00	36,511,328.21	519,304.47	2,969,367.32

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WPC-BOND1 subtotal:		*40,000,000.00*	36,511,328.21	0.00	*36,511,328.21*	*519,304.47*	*2,969,367.32*

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
082 - 05							
712000825	**SS Evaluation System for Sewer Sheds 2 & 3 (CMOM)**						
33000 - Professional Services 533000		2,170,000.00	811,057.51	0.00	811,057.51	0.00	1,358,942.49
33016 - Engineering 533016		380,000.00	584,769.83	0.00	584,769.83	116,502.61	-321,272.44
43020 - Repair and Maintenance- 543020		200,000.00	198,318.28	0.00	198,318.28	94,041.05	-92,359.33
47000 - Construction Services 547000		500,000.00	176,719.61	0.00	176,719.61	14,200.39	309,080.00
Posting Activity Total		3,250,000.00	1,770,865.23	0.00	1,770,865.23	224,744.05	1,254,390.72
082 - 05 subtotal:		3,250,000.00	1,770,865.23	0.00	1,770,865.23	224,744.05	1,254,390.72
083 - 05							
712000835	**Collections - Sanitary Sewer Repairs (FY20 thru FY26 CIP)**						
33016 - Engineering 533016		23,238.00	22,914.11	0.00	22,914.11	323.89	0.00
43020 - Repair and Maintenance- 543020		1,476,762.00	982,392.66	0.00	982,392.66	294,711.78	199,657.56
Posting Activity Total		1,500,000.00	1,005,306.77	0.00	1,005,306.77	295,035.67	199,657.56
083 - 05 subtotal:		1,500,000.00	1,005,306.77	0.00	1,005,306.77	295,035.67	199,657.56
084 - 05							
712000845	**Collections - Manhole Repairs (FY20 thru FY26 CIP)**						
33016 - Engineering 533016		0.00	0.00	0.00	0.00	0.00	0.00
43020 - Repair and Maintenance- 543020		700,000.00	574,771.28	47,467.00	622,238.28	0.00	77,761.72
Posting Activity Total		700,000.00	574,771.28	47,467.00	622,238.28	0.00	77,761.72
084 - 05 subtotal:		700,000.00	574,771.28	47,467.00	622,238.28	0.00	77,761.72
085 - 05							
712000855	**WWTP - Security Improvements (FY20/FY21-CIP)**						
33016 - Engineering 533016		206,803.64	188,573.12	0.00	188,573.12	1,786.86	16,443.66
45013 - Security/Safety 545013		747,500.00	0.00	0.00	0.00	0.00	747,500.00
Posting Activity Total		954,303.64	188,573.12	0.00	188,573.12	1,786.86	763,943.66
085 - 05 subtotal:		954,303.64	188,573.12	0.00	188,573.12	1,786.86	763,943.66
087 - 05							
712000875	**Collections Maintenance Bldg Imp (FY20-CIP)**						
33016 - Engineering 533016		75,000.00	54,706.08	0.00	54,706.08	0.00	20,293.92
47000 - Construction Services 547000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		75,000.00	54,706.08	0.00	54,706.08	0.00	20,293.92
087 - 05 subtotal:		75,000.00	54,706.08	0.00	54,706.08	0.00	20,293.92
089 - 05							
712000895	**Replace Generator PLC (FY20-CIP)**						
43026 - SCADA 543026		500,000.00	0.00	0.00	0.00	0.00	500,000.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
089 - 05							
Posting Activity Total		500,000.00	0.00	0.00	0.00	0.00	500,000.00
089 - 05 subtotal:		500,000.00	0.00	0.00	0.00	0.00	500,000.00
096 - 05							
712000965	**PS - Generator Replace CP, Taft Pt., Edgewater (FY21-CIP)**						
33016 - Engineering 533016		40,168.00	23,748.49	0.00	23,748.49	0.00	16,419.51
47000 - Construction Services 547000		425,832.00	419,303.74	0.00	419,303.74	0.00	6,528.26
Posting Activity Total		466,000.00	443,052.23	0.00	443,052.23	0.00	22,947.77
096 - 05 subtotal:		466,000.00	443,052.23	0.00	443,052.23	0.00	22,947.77
097 - 05							
712000975	**PS - Acess Hatch & Electrical Hickory Hill (FY21-CIP)**						
33016 - Engineering 533016		5,000.00	0.00	0.00	0.00	0.00	5,000.00
47000 - Construction Services 547000		95,000.00	0.00	0.00	0.00	0.00	95,000.00
Posting Activity Total		100,000.00	0.00	0.00	0.00	0.00	100,000.00
097 - 05 subtotal:		100,000.00	0.00	0.00	0.00	0.00	100,000.00
098 - 05							
712000985	**PS - Replace Piping Rock (FY21-CIP)**						
33000 - Professional Services 533000		0.00	3,500.00	0.00	3,500.00	7,250.00	-10,750.00
33016 - Engineering 533016		140,000.00	131,904.90	0.00	131,904.90	0.00	8,095.10
47000 - Construction Services 547000		1,710,000.00	1,548,899.39	0.00	1,548,899.39	116,147.61	44,953.00
Posting Activity Total		1,850,000.00	1,684,304.29	0.00	1,684,304.29	123,397.61	42,298.10
098 - 05 subtotal:		1,850,000.00	1,684,304.29	0.00	1,684,304.29	123,397.61	42,298.10
101 - 05							
712001015	**WWTP - Electrical Repairs Plant-Wide (FY21 thru FY26 CIP)**						
33016 - Engineering 533016		2,500.00	0.00	0.00	0.00	0.00	2,500.00
47000 - Construction Services 547000		169,945.00	91,695.69	0.00	91,695.69	59,621.13	18,628.18
75408 - Plant Equipment 575408		127,555.00	127,555.00	0.00	127,555.00	0.00	0.00
Posting Activity Total		300,000.00	219,250.69	0.00	219,250.69	59,621.13	21,128.18
101 - 05 subtotal:		300,000.00	219,250.69	0.00	219,250.69	59,621.13	21,128.18
105 - 05							
712001055	**WWTP - Secondary Sludge Pumps Replacement**						
33016 - Engineering 533016		165,000.00	162,314.81	0.00	162,314.81	154.19	2,531.00
47000 - Construction Services 547000		2,190,000.00	1,217,299.60	202,434.42	1,419,734.02	770,265.98	0.00
Posting Activity Total		2,355,000.00	1,379,614.41	202,434.42	1,582,048.83	770,420.17	2,531.00
105 - 05 subtotal:		2,355,000.00	1,379,614.41	202,434.42	1,582,048.83	770,420.17	2,531.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
106 - 05							
712001065	**WWTP - Grit Collection Equipment Replacement**						
33016 - Engineering 533016		125,000.00	119,979.20	0.00	119,979.20	176.70	4,844.10
47000 - Construction Services 547000		675,000.00	625,000.00	0.00	625,000.00	0.00	50,000.00
Posting Activity Total		800,000.00	744,979.20	0.00	744,979.20	176.70	54,844.10
106 - 05 subtotal:		800,000.00	744,979.20	0.00	744,979.20	176.70	54,844.10
107 - 05							
712001075	**PS - General & Emergency Repairs**						
43020 - Repair and Maintenance- 543020		300,000.00	91,525.00	0.00	91,525.00	0.00	208,475.00
Posting Activity Total		300,000.00	91,525.00	0.00	91,525.00	0.00	208,475.00
107 - 05 subtotal:		300,000.00	91,525.00	0.00	91,525.00	0.00	208,475.00
108 - 05							
712001085	**Collections - Sanitary Sewer Lining Material**						
43020 - Repair and Maintenance- 543020		250,000.00	28,000.00	0.00	28,000.00	0.00	222,000.00
Posting Activity Total		250,000.00	28,000.00	0.00	28,000.00	0.00	222,000.00
108 - 05 subtotal:		250,000.00	28,000.00	0.00	28,000.00	0.00	222,000.00
110 - 05							
712001105	**WWTP - General & Emergency Repairs**						
43020 - Repair and Maintenance- 543020		500,000.00	229,391.26	0.00	229,391.26	251.95	270,356.79
Posting Activity Total		500,000.00	229,391.26	0.00	229,391.26	251.95	270,356.79
110 - 05 subtotal:		500,000.00	229,391.26	0.00	229,391.26	251.95	270,356.79
114 - 05							
712001145	**WWTP - Replace Influent Bar Screens**						
75408 - Plant Equipment 575408		800,000.00	800,000.00	0.00	800,000.00	0.00	0.00
Posting Activity Total		800,000.00	800,000.00	0.00	800,000.00	0.00	0.00
114 - 05 subtotal:		800,000.00	800,000.00	0.00	800,000.00	0.00	0.00
116 - 05							
712001165	**WWTP - Administration Building Miscellaneous Repairs**						
43020 - Repair and Maintenance- 543020		250,000.00	0.00	0.00	0.00	0.00	250,000.00
Posting Activity Total		250,000.00	0.00	0.00	0.00	0.00	250,000.00
116 - 05 subtotal:		250,000.00	0.00	0.00	0.00	0.00	250,000.00
117 - 05							
712001175	**WWTP - Miscellaneous Equipment**						
75408 - Plant Equipment 575408		272,059.29	268,486.29	0.00	268,486.29	3,573.00	0.00
Posting Activity Total		272,059.29	268,486.29	0.00	268,486.29	3,573.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
117 - 05 subtotal:		272,059.29	268,486.29	0.00	268,486.29	3,573.00	0.00
118 - 05							
712001185	**WWTP - Process Equipment Replacement**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	4,500.00	-4,500.00
75408 - Plant Equipment 575408		8,250,000.00	8,233,790.00	0.00	8,233,790.00	11,528.00	4,682.00
Posting Activity Total		8,250,000.00	8,233,790.00	0.00	8,233,790.00	16,028.00	182.00
118 - 05 subtotal:		8,250,000.00	8,233,790.00	0.00	8,233,790.00	16,028.00	182.00
119 - 05							
712001195	**WWTP - Collections Building Roof Replacement**						
33000 - Professional Services 533000		5,000.47	823.97	0.00	823.97	4,176.50	0.00
47000 - Construction Services 547000		890,192.98	890,192.98	0.00	890,192.98	0.00	0.00
Posting Activity Total		895,193.45	891,016.95	0.00	891,016.95	4,176.50	0.00
119 - 05 subtotal:		895,193.45	891,016.95	0.00	891,016.95	4,176.50	0.00
121 - 05							
712001215	**WPC Emergency Repairs**						
47000 - Construction Services 547000		400,000.00	297,022.82	0.00	297,022.82	0.00	102,977.18
Posting Activity Total		400,000.00	297,022.82	0.00	297,022.82	0.00	102,977.18
121 - 05 subtotal:		400,000.00	297,022.82	0.00	297,022.82	0.00	102,977.18
122 - 05							
712001225	**WWTP - BFP Upgrades**						
75408 - Plant Equipment 575408		500,000.00	197,835.00	0.00	197,835.00	193,200.00	108,965.00
Posting Activity Total		500,000.00	197,835.00	0.00	197,835.00	193,200.00	108,965.00
122 - 05 subtotal:		500,000.00	197,835.00	0.00	197,835.00	193,200.00	108,965.00
123 - 05							
712001235	**Headworks Improvements**						
47000 - Construction Services 547000		1,370,331.00	1,126,481.21	37,017.67	1,163,498.88	206,832.12	0.00
Posting Activity Total		1,370,331.00	1,126,481.21	37,017.67	1,163,498.88	206,832.12	0.00
123 - 05 subtotal:		1,370,331.00	1,126,481.21	37,017.67	1,163,498.88	206,832.12	0.00
124 - 05							
712001245	**Sludge Incinerator Condition Assessment & Design**						
33000 - Professional Services 533000		200,000.00	107,718.62	27,780.24	135,498.86	12,411.14	52,090.00
33011 - Legal Exp & Court Fees 533011		100,000.00	23,006.75	0.00	23,006.75	0.00	76,993.25
33016 - Engineering 533016		200,000.00	131,854.14	0.00	131,854.14	18,007.44	50,138.42
Posting Activity Total		500,000.00	262,579.51	27,780.24	290,359.75	30,418.58	179,221.67
124 - 05 subtotal:		500,000.00	262,579.51	27,780.24	290,359.75	30,418.58	179,221.67

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
125 - 05							
712001255	**Design, Engineering & Monitoring of Capital Projects**						
33000 - Professional Services 533000		119,000.00	45,252.49	0.00	45,252.49	375.00	73,372.51
33016 - Engineering 533016		861,000.00	108,935.99	0.00	108,935.99	71,679.61	680,384.40
Posting Activity Total		980,000.00	154,188.48	0.00	154,188.48	72,054.61	753,756.91
125 - 05 subtotal:		980,000.00	154,188.48	0.00	154,188.48	72,054.61	753,756.91
126 - 05							
712001265	**PS-Pump Station Improvements**						
47000 - Construction Services 547000		750,000.00	0.00	0.00	0.00	0.00	750,000.00
Posting Activity Total		750,000.00	0.00	0.00	0.00	0.00	750,000.00
126 - 05 subtotal:		750,000.00	0.00	0.00	0.00	0.00	750,000.00
127 - 05							
712001275	**WWTP-HVAC Building Upgrades Plant-Wide**						
47000 - Construction Services 547000		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Posting Activity Total		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
127 - 05 subtotal:		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
128 - 05							
712001285	**WWTP-Boiler Replacement Plant-Wide**						
33016 - Engineering 533016		135,000.00	66,605.33	0.00	66,605.33	66,211.59	2,183.08
47000 - Construction Services 547000		365,000.00	0.00	0.00	0.00	0.00	365,000.00
Posting Activity Total		500,000.00	66,605.33	0.00	66,605.33	66,211.59	367,183.08
128 - 05 subtotal:		500,000.00	66,605.33	0.00	66,605.33	66,211.59	367,183.08
129 - 05							
712001295	**WWTP-Building Roof Repair/Replacement Plant-Wide**						
47000 - Construction Services 547000		1,000,000.00	730,671.00	0.00	730,671.00	22,829.00	246,500.00
Posting Activity Total		1,000,000.00	730,671.00	0.00	730,671.00	22,829.00	246,500.00
129 - 05 subtotal:		1,000,000.00	730,671.00	0.00	730,671.00	22,829.00	246,500.00
132 - 05							
712001325	**Replacement of Excavator**						
74009 - Vehicles-Misc 574009		300,000.00	262,084.00	6,658.00	268,742.00	0.00	31,258.00
Posting Activity Total		300,000.00	262,084.00	6,658.00	268,742.00	0.00	31,258.00
132 - 05 subtotal:		300,000.00	262,084.00	6,658.00	268,742.00	0.00	31,258.00
133 - 05							
712001335	**Collections-SSES Storm Sewer Separation**						
47000 - Construction Services 547000		500,000.00	0.00	0.00	0.00	0.00	500,000.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
133 - 05							
Posting Activity Total		500,000.00	0.00	0.00	0.00	0.00	500,000.00
133 - 05 subtotal:		500,000.00	0.00	0.00	0.00	0.00	500,000.00
134 - 05							
712001345	**Replace F-350 PU Truck (303WBY) & Utility Truck (298WBY)**						
74009 - Vehicles-Misc 574009		200,000.00	139,884.90	0.00	139,884.90	0.00	60,115.10
Posting Activity Total		200,000.00	139,884.90	0.00	139,884.90	0.00	60,115.10
134 - 05 subtotal:		200,000.00	139,884.90	0.00	139,884.90	0.00	60,115.10
135 - 05							
712001355	**WWTP-Plantwide SCADA Upgrades (LAP- 1 - 4)**						
43026 - SCADA 543026		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Posting Activity Total		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
135 - 05 subtotal:		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
136 - 05							
712001365	**WWTP-Targeted Facility Plans**						
33016 - Engineering 533016		200,000.00	83,101.25	40,848.88	123,950.13	75,999.87	50.00
Posting Activity Total		200,000.00	83,101.25	40,848.88	123,950.13	75,999.87	50.00
136 - 05 subtotal:		200,000.00	83,101.25	40,848.88	123,950.13	75,999.87	50.00
137 - 05							
712001375	**Incinerator Facility Rehabilitation**						
47000 - Construction Services 547000		1,500,000.00	0.00	0.00	0.00	1,500,000.00	0.00
Posting Activity Total		1,500,000.00	0.00	0.00	0.00	1,500,000.00	0.00
137 - 05 subtotal:		1,500,000.00	0.00	0.00	0.00	1,500,000.00	0.00
138 - 05							
712001385	**Trumpet Brook Sewer Relocation**						
47000 - Construction Services 547000		2,500,000.00	0.00	0.00	0.00	0.00	2,500,000.00
Posting Activity Total		2,500,000.00	0.00	0.00	0.00	0.00	2,500,000.00
138 - 05 subtotal:		2,500,000.00	0.00	0.00	0.00	0.00	2,500,000.00
999 - 05							
712009995	**WPC Unallocated**						
1 - General Appropriation 500000		11,602,165.69	0.00	0.00	0.00	0.00	11,602,165.69
Posting Activity Total		11,602,165.69	0.00	0.00	0.00	0.00	11,602,165.69
999 - 05 subtotal:		11,602,165.69	0.00	0.00	0.00	0.00	11,602,165.69
000 subtotal:		49,170,053.07	21,928,086.30	362,206.21	22,290,292.51	3,666,757.41	23,213,003.15

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-CIF, WPC-BOND, WPC-BOND1, WPC-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 11:41:47AM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WPC-CIF subtotal:		*49,170,053.07*	21,928,086.30	362,206.21	*22,290,292.51*	*3,666,757.41*	*23,213,003.15*
Grand Total:		685,673,923.80	412,507,632.38	17,502,897.57	430,010,529.95	84,240,395.04	171,422,998.81



Non-Capital (NC)
Special Appropriation Projects

Quarterly Budget Status Report

October 30, 2026

City of Waterbury
FINANCE DEPARTMENT

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
101 Arts & Tourism							
006 - 05	**Other NC Rev Other**						OTNC
550061015	**Arts & Tourism**						
77002 - Kitchen Equipment 577002		4,900.00	4,900.00	0.00	4,900.00	0.00	0.00
89017 - Arts & Tourism 589017		34,167.45	15,823.35	900.00	16,723.35	0.00	17,444.10
Posting Activity Total		39,067.45	20,723.35	900.00	21,623.35	0.00	17,444.10
006 - 05 subtotal:		39,067.45	20,723.35	900.00	21,623.35	0.00	17,444.10
010 - 05	**Other NC Rev Other**						OTNC
550161015	**Veterans Memorial Committee**						
1 - General Appropriation 500000		149,946.10	0.00	0.00	0.00	0.00	149,946.10
45016 - Building and Grounds-Mi 545016		0.00	11,970.00	0.00	11,970.00	0.00	-11,970.00
69022 - Operations-Misc 569022		0.00	134,451.68	0.00	134,451.68	0.00	-134,451.68
89011 - Veterans Day 589011		0.00	3,346.80	0.00	3,346.80	0.00	-3,346.80
Posting Activity Total		149,946.10	149,768.48	0.00	149,768.48	0.00	177.62
010 - 05 subtotal:		149,946.10	149,768.48	0.00	149,768.48	0.00	177.62
179 - 05	**Other NC Rev Other**						OTNC
550231015	**Senior Shuttle Funding**						
39012 - Outside Srvs-Operations 539012		1,714,000.00	1,059,353.59	97,999.20	1,157,352.79	125,636.63	431,010.58
91013 - Transfer to W. D. C. 591013		30,000.00	30,000.00	0.00	30,000.00	0.00	0.00
Posting Activity Total		1,744,000.00	1,089,353.59	97,999.20	1,187,352.79	125,636.63	431,010.58
179 - 05 subtotal:		1,744,000.00	1,089,353.59	97,999.20	1,187,352.79	125,636.63	431,010.58
243 - 05	**Other NC Rev Other**						OTNC
550291015	**Senior Center Donations**						
64205 - Adult Programs 564205		18,687.85	2,033.57	1,952.21	3,985.78	5,400.00	9,302.07
69022 - Operations-Misc 569022		3,350.00	5,052.36	1,951.32	7,003.68	1,238.68	-4,892.36
71007 - Athletic Tools/Equipmen 571007		10,000.00	10,016.79	0.00	10,016.79	0.00	-16.79
Posting Activity Total		32,037.85	17,102.72	3,903.53	21,006.25	6,638.68	4,392.92
243 - 05 subtotal:		32,037.85	17,102.72	3,903.53	21,006.25	6,638.68	4,392.92
247 - 05	**Other NC Rev Other**						OTNC
550321015	**Waterbury Holiday Artisan Market**						
89008 - Holiday Activities 589008		79,544.05	68,066.31	1,000.00	69,066.31	100.00	10,377.74
Posting Activity Total		79,544.05	68,066.31	1,000.00	69,066.31	100.00	10,377.74
247 - 05 subtotal:		79,544.05	68,066.31	1,000.00	69,066.31	100.00	10,377.74
251 - 05	**Other NC Rev Other**						OTNC
550331015	**Outreach Grants and Environmental Measures**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
101 Covanta-Take2							
251 - 05	**Other NC Rev Other**						OTNC
1 - General Appropriation 500000		23,688.53	0.00	0.00	0.00	0.00	23,688.53
Posting Activity Total		23,688.53	0.00	0.00	0.00	0.00	23,688.53
251 - 05 subtotal:		23,688.53	0.00	0.00	0.00	0.00	23,688.53
419 - 05	**Other NC Rev Other**						OTNC
550511015	**Waterbury Promise Program**						
53001 - Postage 553001		5,000.00	8,257.69	978.25	9,235.94	0.00	-4,235.94
59002 - Printing & Binding 559002		5,000.00	548.18	60.00	608.18	0.00	4,391.82
61200 - Office Supplies 561200		10,000.00	0.00	0.00	0.00	0.00	10,000.00
89056 - Waterbury Promise 589056		9,975,000.00	8,975,000.00	0.00	8,975,000.00	0.00	1,000,000.00
89201 - Mileage 589201		5,000.00	157.06	0.00	157.06	0.00	4,842.94
Posting Activity Total		10,000,000.00	8,983,962.93	1,038.25	8,985,001.18	0.00	1,014,998.82
419 - 05 subtotal:		10,000,000.00	8,983,962.93	1,038.25	8,985,001.18	0.00	1,014,998.82
465 - 05	**Other NC Rev Other**						OTNC
550531015	**Fair Rent Commission**						
1 - General Appropriation 500000		3,000.00	0.00	0.00	0.00	0.00	3,000.00
11600 - Temporary Employees		0.00	0.00	0.00	0.00	0.00	0.00
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	1,500.00	-1,500.00
53001 - Postage 553001		0.00	672.12	132.34	804.46	0.00	-804.46
59002 - Printing & Binding 559002		0.00	37.10	31.80	68.90	0.00	-68.90
61206 - Office-Misc 561206		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		3,000.00	709.22	164.14	873.36	1,500.00	626.64
465 - 05 subtotal:		3,000.00	709.22	164.14	873.36	1,500.00	626.64
486 - 05	**Other NC Rev Other**						OTNC
550591015	**ion BANK Fnd.-Senior Center 4/29/26-4/28/27**						
33000 - Professional Services 533000		5,000.00	2,500.00	1,360.00	3,860.00	1,140.00	0.00
Posting Activity Total		5,000.00	2,500.00	1,360.00	3,860.00	1,140.00	0.00
486 - 05 subtotal:		5,000.00	2,500.00	1,360.00	3,860.00	1,140.00	0.00
488 - 05	**Other NC Rev Other**						OTNC
550641015	**CCF Grant-Senior Center 1/1/25-12/31/25**						
64205 - Adult Programs 564205		12,000.00	11,524.99	0.00	11,524.99	0.00	475.01
Posting Activity Total		12,000.00	11,524.99	0.00	11,524.99	0.00	475.01
488 - 05 subtotal:		12,000.00	11,524.99	0.00	11,524.99	0.00	475.01
496 - 05	**Other NC Rev Other**						OTNC
370151015	**Community Development-Local**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
101 Community Development-Local							
496 - 05	**Other NC Rev Other**						OTNC
11500 - Salaries (Non BOE salaries)		135,000.00	131,950.91	42,178.44	174,129.35	0.00	-39,129.35
Posting Activity Total		135,000.00	131,950.91	42,178.44	174,129.35	0.00	-39,129.35
496 - 05 subtotal:		135,000.00	131,950.91	42,178.44	174,129.35	0.00	-39,129.35
101 subtotal:		12,223,283.98	10,475,662.50	148,543.56	10,624,206.06	135,015.31	1,464,062.61

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
102 LitterControl & Beautification							
003 - 05	**Other NC Rev Other**						OTNC
550111025	**Litter Control & Beautification**						
53001 - Postage 553001		90.00	24.50	0.00	24.50	0.00	65.50
59001 - Advertising 559001		15,785.00	14,544.30	0.00	14,544.30	0.00	1,240.70
59002 - Printing & Binding 559002		930.00	951.62	0.00	951.62	0.00	-21.62
61206 - Office-Misc 561206		75.00	0.00	0.00	0.00	0.00	75.00
69000 - Other Supplies 569000		605.00	459.46	0.00	459.46	0.00	145.54
89201 - Mileage 589201		125.00	0.00	0.00	0.00	0.00	125.00
Posting Activity Total		17,610.00	15,979.88	0.00	15,979.88	0.00	1,630.12
003 - 05 subtotal:		17,610.00	15,979.88	0.00	15,979.88	0.00	1,630.12
102 subtotal:		17,610.00	15,979.88	0.00	15,979.88	0.00	1,630.12

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
104 Senior Center Donations							
243 - 05	**Other NC Rev Other**						OTNC
550291045	**CT Community Foundation BRASS FY18 through FY27**						
11500 - Salaries (Non BOE salaries)		9,000.00	9,000.00	0.00	9,000.00	0.00	0.00
11600 - Temporary Employees		39,637.00	39,637.00	0.00	39,637.00	0.00	0.00
23501 - Fringe Other - General 523501		563.00	563.00	0.00	563.00	0.00	0.00
64205 - Adult Programs 564205		8,500.00	0.00	865.00	865.00	2,540.00	5,095.00
Posting Activity Total		57,700.00	49,200.00	865.00	50,065.00	2,540.00	5,095.00
243 - 05 subtotal:		57,700.00	49,200.00	865.00	50,065.00	2,540.00	5,095.00
104 subtotal:		57,700.00	49,200.00	865.00	50,065.00	2,540.00	5,095.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
105 Senior Center Donations							
243 - 05	**Other NC Rev Other**						OTNC
550291055	**CT Community East Hill Woods**						
64205 - Adult Programs 564205		15,000.00	0.00	4,224.30	4,224.30	650.00	10,125.70
Posting Activity Total		15,000.00	0.00	4,224.30	4,224.30	650.00	10,125.70
243 - 05 subtotal:		15,000.00	0.00	4,224.30	4,224.30	650.00	10,125.70
105 subtotal:		15,000.00	0.00	4,224.30	4,224.30	650.00	10,125.70

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
110 City Fees-PreserveHistoric Doc							
005 - 05	**Other NC Rev Other**						OTNC
550051105	**City Fees-PreserveHistoric Doc**						
1 - General Appropriation 500000		881,281.42	0.00	0.00	0.00	0.00	881,281.42
11500 - Salaries (Non BOE salaries)		0.00	622,945.41	19,002.39	641,947.80	0.00	-641,947.80
58000 - Travel Expenses 558000		0.00	6,672.03	0.00	6,672.03	0.00	-6,672.03
59002 - Printing & Binding 559002		0.00	83,191.17	0.00	83,191.17	0.00	-83,191.17
61206 - Office-Misc 561206		0.00	8,562.69	0.00	8,562.69	0.00	-8,562.69
75200 - Office Equipment 575200		0.00	11,427.08	0.00	11,427.08	0.00	-11,427.08
75207 - Office Equipment-Misc 575207		0.00	36,355.96	0.00	36,355.96	0.00	-36,355.96
89104 - Refunds to Grantor 589104		0.00	1,450.00	0.00	1,450.00	0.00	-1,450.00
89800 - Registration & Fees 589800		0.00	800.00	0.00	800.00	0.00	-800.00
89900 - Dues & Publications 589900		0.00	9,568.76	0.00	9,568.76	0.00	-9,568.76
Posting Activity Total		881,281.42	780,973.10	19,002.39	799,975.49	0.00	81,305.93
005 - 05 subtotal:		881,281.42	780,973.10	19,002.39	799,975.49	0.00	81,305.93
110 subtotal:		881,281.42	780,973.10	19,002.39	799,975.49	0.00	81,305.93

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
113 Election Aid 2020							
392 - 05	**Other NC Rev Other**						OTNC
550471135	**Election Aid 2020 & 2022**						
11600 - Temporary Employees		15,000.00	5,950.24	0.00	5,950.24	0.00	9,049.76
11650 - Overtime		0.00	25,005.26	0.00	25,005.26	0.00	-25,005.26
53001 - Postage 553001		17,903.00	6,486.60	0.00	6,486.60	0.00	11,416.40
59002 - Printing & Binding 559002		37,109.61	30,090.18	0.00	30,090.18	0.00	7,019.43
61206 - Office-Misc 561206		5,000.00	21,295.50	0.00	21,295.50	0.00	-16,295.50
61219 - Citywide COVID-19 561219		21,000.00	2,621.67	0.00	2,621.67	0.00	18,378.33
Posting Activity Total		96,012.61	91,449.45	0.00	91,449.45	0.00	4,563.16
392 - 05 subtotal:		96,012.61	91,449.45	0.00	91,449.45	0.00	4,563.16
113 subtotal:		96,012.61	91,449.45	0.00	91,449.45	0.00	4,563.16

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
116 HR Recruiting & Testing							
393 - 05	**Other NC Rev Other**						OTNC
550481165	**Human Resources Recruiting & Testing**						
1 - General Appropriation 500000		100,000.00	0.00	0.00	0.00	0.00	100,000.00
33022 - Professional-Misc 533022		0.00	25,500.00	0.00	25,500.00	0.00	-25,500.00
39002 - Pre-Emp Physicals 539002		0.00	16,797.50	0.00	16,797.50	0.00	-16,797.50
59001 - Advertising 559001		0.00	9,758.39	0.00	9,758.39	0.00	-9,758.39
Posting Activity Total		100,000.00	52,055.89	0.00	52,055.89	0.00	47,944.11
393 - 05 subtotal:		100,000.00	52,055.89	0.00	52,055.89	0.00	47,944.11
473 - 05	**Other NC Rev Other**						OTNC
550581165	**Summer Internship Program**						
11600 - Temporary Employees		150,000.00	83,907.04	54,813.62	138,720.66	0.00	11,279.34
29003 - Meal Allowances 529003		0.00	4,323.40	0.00	4,323.40	0.00	-4,323.40
Posting Activity Total		150,000.00	88,230.44	54,813.62	143,044.06	0.00	6,955.94
473 - 05 subtotal:		150,000.00	88,230.44	54,813.62	143,044.06	0.00	6,955.94
116 subtotal:		250,000.00	140,286.33	54,813.62	195,099.95	0.00	54,900.05

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
119 Election Aid 2020							
392 - 05	**Other NC Rev Other**						OTNC
550471195	**Election Aid 2020-City Funded**						
1 - General Appropriation 500000		50,000.00	0.00	0.00	0.00	0.00	50,000.00
53001 - Postage 553001		0.00	29,710.51	0.00	29,710.51	0.00	-29,710.51
59002 - Printing & Binding 559002		0.00	13,442.50	0.00	13,442.50	0.00	-13,442.50
Posting Activity Total		50,000.00	43,153.01	0.00	43,153.01	0.00	6,846.99
392 - 05 subtotal:		50,000.00	43,153.01	0.00	43,153.01	0.00	6,846.99
507 - 03	**Other NC Rev State**						SDNC
550661193	**Early Voting 2025**						
1 - General Appropriation 500000		31,658.05	0.00	0.00	0.00	0.00	31,658.05
11600 - Temporary Employees		0.00	8,388.00	0.00	8,388.00	0.00	-8,388.00
11650 - Overtime		0.00	0.00	0.00	0.00	0.00	0.00
43033 - Service/Maintenance Con 543033		0.00	0.00	0.00	0.00	0.00	0.00
59002 - Printing & Binding 559002		0.00	10,666.15	0.00	10,666.15	0.00	-10,666.15
61206 - Office-Misc 561206		0.00	190.80	0.00	190.80	0.00	-190.80
75200 - Office Equipment 575200		0.00	12,413.10	0.00	12,413.10	0.00	-12,413.10
Posting Activity Total		31,658.05	31,658.05	0.00	31,658.05	0.00	0.00
507 - 03 subtotal:		31,658.05	31,658.05	0.00	31,658.05	0.00	0.00
521 - 03	**Other NC Rev State**						SDNC
550671193	**Early Voting 2026**						
1 - General Appropriation 500000		42,921.76	0.00	0.00	0.00	0.00	42,921.76
11600 - Temporary Employees		0.00	0.00	3,710.00	3,710.00	0.00	-3,710.00
43033 - Service/Maintenance Con 543033		0.00	0.00	0.00	0.00	0.00	0.00
59002 - Printing & Binding 559002		0.00	0.00	4,027.05	4,027.05	7,443.00	-11,470.05
61206 - Office-Misc 561206		0.00	0.00	257.46	257.46	0.00	-257.46
75200 - Office Equipment 575200		0.00	0.00	3,425.78	3,425.78	0.00	-3,425.78
Posting Activity Total		42,921.76	0.00	11,420.29	11,420.29	7,443.00	24,058.47
521 - 03 subtotal:		42,921.76	0.00	11,420.29	11,420.29	7,443.00	24,058.47
119 subtotal:		124,579.81	74,811.06	11,420.29	86,231.35	7,443.00	30,905.46

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
201 Emergency Relocation							
474 - 05	**Other NC Rev Other**						OTNC
563002015	**Emergency Relocation**						
89055 - Program Costs 589055		250,850.00	98,875.00	0.00	98,875.00	0.00	151,975.00
Posting Activity Total		250,850.00	98,875.00	0.00	98,875.00	0.00	151,975.00
474 - 05 subtotal:		250,850.00	98,875.00	0.00	98,875.00	0.00	151,975.00
477 - 05	**Other NC Rev Other**						OTNC
350202015	**Waterbury Land Bank**						
89058 - Waterbury Land Bank 589058		300,000.00	0.00	0.00	0.00	0.00	300,000.00
Posting Activity Total		300,000.00	0.00	0.00	0.00	0.00	300,000.00
477 - 05 subtotal:		300,000.00	0.00	0.00	0.00	0.00	300,000.00
490 - 05	**Other NC Rev Other**						OTNC
563252015	**Cannabis Sales Tax**						
1 - General Appropriation 500000		214,504.01	0.00	0.00	0.00	0.00	214,504.01
39009 - Training- Misc 539009		0.00	0.00	0.00	0.00	0.00	0.00
45014 - Buildings and Grounds S 545014		0.00	0.00	0.00	0.00	0.00	0.00
64204 - Young Adult Programs 564204		0.00	0.00	0.00	0.00	0.00	0.00
89007 - Youth Service System 589007		0.00	0.00	0.00	0.00	0.00	0.00
89041 - Program Support 589041		0.00	0.00	0.00	0.00	0.00	0.00
89054 - Community Awareness 589054		0.00	0.00	0.00	0.00	0.00	0.00
89055 - Program Costs 589055		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		214,504.01	0.00	0.00	0.00	0.00	214,504.01
490 - 05 subtotal:		214,504.01	0.00	0.00	0.00	0.00	214,504.01
201 subtotal:		765,354.01	98,875.00	0.00	98,875.00	0.00	666,479.01

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
207 GASB 34 Implementation Fund							
012 - 05	**Other NC Rev Other**						OTNC
550182075	**Tax Sales Project**						
33022 - Professional-Misc 533022		448,416.98	405,746.70	9,375.00	415,121.70	0.00	33,295.28
45014 - Buildings and Grounds S 545014		0.00	3,191.72	0.00	3,191.72	0.00	-3,191.72
59001 - Advertising 559001		0.00	16,241.33	0.00	16,241.33	0.00	-16,241.33
Posting Activity Total		448,416.98	425,179.75	9,375.00	434,554.75	0.00	13,862.23
012 - 05 subtotal:		448,416.98	425,179.75	9,375.00	434,554.75	0.00	13,862.23
207 subtotal:		448,416.98	425,179.75	9,375.00	434,554.75	0.00	13,862.23

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
301 Federally Seized Asset Pgrm							
006 - 01	**Other NC Rev Federal**						FDNC
400753011	**Federally Seized Asset Pgrm**						
33032 - Banking & Invest Serv 533032		0.00	22.00	0.00	22.00	0.00	-22.00
39009 - Training- Misc 539009		0.00	21,795.00	0.00	21,795.00	0.00	-21,795.00
47010 - Acquisition Costs 547010		0.00	150,662.00	0.00	150,662.00	0.00	-150,662.00
70504 - Software 570504		0.00	34,906.00	0.00	34,906.00	0.00	-34,906.00
71010 - Operations Equipment-Mi 571010		0.00	58,796.50	72,112.52	130,909.02	0.00	-130,909.02
75413 - Elec Surveillance Equip 575413		0.00	49,194.00	0.00	49,194.00	0.00	-49,194.00
75414 - ERT Training Equip 575414		0.00	400.00	0.00	400.00	0.00	-400.00
89000 - Miscellaneous Expenditu 589000		1,473,754.88	614,104.66	3,082.50	617,187.16	35,555.00	821,012.72
89054 - Community Awareness 589054		0.00	117,000.00	0.00	117,000.00	0.00	-117,000.00
Posting Activity Total		1,473,754.88	1,046,880.16	75,195.02	1,122,075.18	35,555.00	316,124.70
006 - 01 subtotal:		1,473,754.88	1,046,880.16	75,195.02	1,122,075.18	35,555.00	316,124.70
006 - 03	**Other NC Rev State**						SDNC
400453013	**Collect Upgrade Fund**						
89000 - Miscellaneous Expenditu 589000		19,102.20	4,656.00	0.00	4,656.00	0.00	14,446.20
Posting Activity Total		19,102.20	4,656.00	0.00	4,656.00	0.00	14,446.20
006 - 03 subtotal:		19,102.20	4,656.00	0.00	4,656.00	0.00	14,446.20
009 - 03	**Other NC Rev State**						SDNC
400803013	**State Seized Asset Program**						
11650 - Overtime		0.00	123,712.35	0.00	123,712.35	0.00	-123,712.35
33000 - Professional Services 533000		0.00	5,940.72	0.00	5,940.72	0.00	-5,940.72
33032 - Banking & Invest Serv 533032		0.00	2.00	0.00	2.00	0.00	-2.00
33035 - Investigative Services 533035		0.00	4,321.35	0.00	4,321.35	0.00	-4,321.35
39003 - Training Fees 539003		0.00	95,033.90	0.00	95,033.90	0.00	-95,033.90
53002 - Telephone 553002		0.00	55,028.67	0.00	55,028.67	0.00	-55,028.67
74009 - Vehicles-Misc 574009		0.00	560,589.61	0.00	560,589.61	0.00	-560,589.61
89000 - Miscellaneous Expenditu 589000		3,949,770.26	2,031,159.78	-35,000.00	1,996,159.78	0.00	1,953,610.48
89054 - Community Awareness 589054		0.00	118,609.90	25,000.00	143,609.90	0.00	-143,609.90
89601 - Buy Money 589601		0.00	443,500.00	15,000.00	458,500.00	0.00	-458,500.00
89602 - Court Returns 589602		0.00	0.00	0.00	0.00	0.00	0.00
89800 - Registration & Fees 589800		0.00	2,935.00	0.00	2,935.00	0.00	-2,935.00
89900 - Dues & Publications 589900		0.00	657.52	0.00	657.52	0.00	-657.52
Posting Activity Total		3,949,770.26	3,441,490.80	5,000.00	3,446,490.80	0.00	503,279.46

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
301 State Seized Asset Program							
009 - 03 subtotal:		3,949,770.26	3,441,490.80	5,000.00	3,446,490.80	0.00	503,279.46
266 - 05	**Other NC Rev Other**						OTNC
550033015	**WATS Donations**						
69022 - Operations-Misc 569022		29,358.34	25,701.42	0.00	25,701.42	1,202.13	2,454.79
Posting Activity Total		29,358.34	25,701.42	0.00	25,701.42	1,202.13	2,454.79
266 - 05 subtotal:		29,358.34	25,701.42	0.00	25,701.42	1,202.13	2,454.79
319 - 05	**Other NC Rev Other**						OTNC
400323015	**Police Horses**						
71010 - Operations Equipment-Mi 571010		64,950.00	58,203.56	0.00	58,203.56	0.00	6,746.44
Posting Activity Total		64,950.00	58,203.56	0.00	58,203.56	0.00	6,746.44
319 - 05 subtotal:		64,950.00	58,203.56	0.00	58,203.56	0.00	6,746.44
396 - 05	**Other NC Rev Other**						OTNC
401023015	**Waterbury Police Officers Health & Wellness**						
1 - General Appropriation 500000		20,000.00	0.00	0.00	0.00	0.00	20,000.00
71010 - Operations Equipment-Mi 571010		0.00	1,000.00	0.00	1,000.00	0.00	-1,000.00
Posting Activity Total		20,000.00	1,000.00	0.00	1,000.00	0.00	19,000.00
396 - 05 subtotal:		20,000.00	1,000.00	0.00	1,000.00	0.00	19,000.00
446 - 01	**Other NC Rev Federal**						FDNC
401113011	**FY22 Byrne JAG 9/30/25**						
11650 - Overtime		54,165.00	53,799.18	0.00	53,799.18	0.00	365.82
71010 - Operations Equipment-Mi 571010		13,824.00	14,189.82	0.00	14,189.82	0.00	-365.82
Posting Activity Total		67,989.00	67,989.00	0.00	67,989.00	0.00	0.00
446 - 01 subtotal:		67,989.00	67,989.00	0.00	67,989.00	0.00	0.00
451 - 02	**Other NC Rev Fed Pass**						FPNC
401313012	**ARPA - Auto Theft 06/23-06/26**						
11650 - Overtime		188,888.00	185,154.59	0.00	185,154.59	0.00	3,733.41
70500 - Computer Equipment 570500		0.00	3,733.41	0.00	3,733.41	0.00	-3,733.41
Posting Activity Total		188,888.00	188,888.00	0.00	188,888.00	0.00	0.00
451 - 02 subtotal:		188,888.00	188,888.00	0.00	188,888.00	0.00	0.00
458 - 01	**Other NC Rev Federal**						FDNC
401133011	**2022 PSN 10/22-09/25**						
71010 - Operations Equipment-Mi 571010		44,000.00	44,000.00	0.00	44,000.00	0.00	0.00
Posting Activity Total		44,000.00	44,000.00	0.00	44,000.00	0.00	0.00
458 - 01 subtotal:		44,000.00	44,000.00	0.00	44,000.00	0.00	0.00
461 - 01	**Other NC Rev Federal**						FDNC

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
301 FY23 Byrne JAG							
461 - 01	**Other NC Rev Federal**						FDNC
401143011	**FY23 Byrne JAG**						
11650 - Overtime		58,526.00	59,967.80	0.00	59,967.80	0.00	-1,441.80
71010 - Operations Equipment-Mi 571010		14,000.00	12,558.20	0.00	12,558.20	0.00	1,441.80
Posting Activity Total		72,526.00	72,526.00	0.00	72,526.00	0.00	0.00
461 - 01 subtotal:		72,526.00	72,526.00	0.00	72,526.00	0.00	0.00
476 - 02	**Other NC Rev Fed Pass**						FPNC
401153012	**Waterbury Cares Violence Interruption Team**						
11500 - Salaries (Non BOE salaries)		85,055.00	10,843.36	0.00	10,843.36	0.00	74,211.64
11650 - Overtime		0.00	94,383.84	0.00	94,383.84	0.00	-94,383.84
23501 - Fringe Other - General 523501		34,945.00	1,106.02	0.00	1,106.02	0.00	33,838.98
Posting Activity Total		120,000.00	106,333.22	0.00	106,333.22	0.00	13,666.78
476 - 02 subtotal:		120,000.00	106,333.22	0.00	106,333.22	0.00	13,666.78
478 - 02	**Other NC Rev Fed Pass**						FPNC
401333012	**Hangtime Traffic 10/24-09/25**						
11500 - Salaries (Non BOE salaries)		54,393.56	32,571.21	0.00	32,571.21	0.00	21,822.35
23501 - Fringe Other - General 523501		5,548.14	3,322.26	0.00	3,322.26	0.00	2,225.88
33018 - Contractual 533018		1,000.00	0.00	0.00	0.00	0.00	1,000.00
69022 - Operations-Misc 569022		36,500.00	13,018.42	0.00	13,018.42	0.00	23,481.58
89206 - Travel & Official-Misc 589206		12,000.00	2,715.46	0.00	2,715.46	0.00	9,284.54
Posting Activity Total		109,441.70	51,627.35	0.00	51,627.35	0.00	57,814.35
478 - 02 subtotal:		109,441.70	51,627.35	0.00	51,627.35	0.00	57,814.35
479 - 02	**Other NC Rev Fed Pass**						FPNC
401243012	**Child Safety 10/24-09/25**						
11500 - Salaries (Non BOE salaries)		86,736.60	77,850.05	0.00	77,850.05	0.00	8,886.55
23501 - Fringe Other - General 523501		38,380.85	37,588.17	0.00	37,588.17	0.00	792.68
69022 - Operations-Misc 569022		34,000.00	11,494.52	0.00	11,494.52	0.00	22,505.48
71010 - Operations Equipment-Mi 571010		3,000.00	0.00	0.00	0.00	0.00	3,000.00
89206 - Travel & Official-Misc 589206		11,000.00	0.00	0.00	0.00	0.00	11,000.00
Posting Activity Total		173,117.45	126,932.74	0.00	126,932.74	0.00	46,184.71
479 - 02 subtotal:		173,117.45	126,932.74	0.00	126,932.74	0.00	46,184.71
484 - 02	**Other NC Rev Fed Pass**						FPNC
401163011	**FY24 Byrne JAG 4/24-9/27**						
11650 - Overtime		60,667.00	61,280.00	601.77	61,881.77	0.00	-1,214.77
61205 - Othr NonInstructl Suppl 561205		11,000.00	10,387.00	0.00	10,387.00	0.00	613.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
301 FY24 Byrne JAG 4/24-9/27							
484 - 02	**Other NC Rev Fed Pass**						FPNC
Posting Activity Total		71,667.00	71,667.00	601.77	72,268.77	0.00	-601.77
484 - 02 subtotal:		71,667.00	71,667.00	601.77	72,268.77	0.00	-601.77
506 - 01	**Other NC Rev Federal**						FDNC
401173011	**2023 PSN 10/1/23-9/30/26**						
71010 - Operations Equipment-Mi 571010		34,953.00	34,951.21	0.00	34,951.21	0.00	1.79
89000 - Miscellaneous Expenditu 589000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		34,953.00	34,951.21	0.00	34,951.21	0.00	1.79
506 - 01 subtotal:		34,953.00	34,951.21	0.00	34,951.21	0.00	1.79
508 - 02	**Other NC Rev Fed Pass**						FPNC
401253012	**Child Safety 10/25-09/26**						
11500 - Salaries (Non BOE salaries)		89,755.21	53,350.67	18,493.88	71,844.55	0.00	17,910.66
23501 - Fringe Other - General 523501		38,325.39	27,234.54	9,266.38	36,500.92	0.00	1,824.47
69022 - Operations-Misc 569022		84,036.85	3,791.85	1,022.89	4,814.74	0.00	79,222.11
89206 - Travel & Official-Misc 589206		11,000.00	0.00	0.00	0.00	0.00	11,000.00
Posting Activity Total		223,117.45	84,377.06	28,783.15	113,160.21	0.00	109,957.24
508 - 02 subtotal:		223,117.45	84,377.06	28,783.15	113,160.21	0.00	109,957.24
512 - 01	**Other NC Rev Federal**						FDNC
401273011	**COPS FY24 Hiring Program October 1, 2024-September 30, 2029 ALN 16.710**						
11500 - Salaries (Non BOE salaries)		1,875,000.00	100,498.55	57,942.63	158,441.18	0.00	1,716,558.82
23501 - Fringe Other - General 523501		0.00	34,974.12	27,497.94	62,472.06	0.00	-62,472.06
Posting Activity Total		1,875,000.00	135,472.67	85,440.57	220,913.24	0.00	1,654,086.76
512 - 01 subtotal:		1,875,000.00	135,472.67	85,440.57	220,913.24	0.00	1,654,086.76
514 - 01	**Other NC Rev Federal**						FDNC
401183011	**2024 PSN 10/1/25-9/30/28 ALN. 16.609 15PBJA-24-GG-04058-GUNP**						
71010 - Operations Equipment-Mi 571010		8,000.00	7,999.97	0.00	7,999.97	0.00	0.03
Posting Activity Total		8,000.00	7,999.97	0.00	7,999.97	0.00	0.03
514 - 01 subtotal:		8,000.00	7,999.97	0.00	7,999.97	0.00	0.03
523 - 01	**Other NC Rev Federal**						FDNC
401193011	**FY25 JAG 10/1/24-9/30/28**						
11650 - Overtime		88,764.00	0.00	64,221.05	64,221.05	0.00	24,542.95
Posting Activity Total		88,764.00	0.00	64,221.05	64,221.05	0.00	24,542.95
523 - 01 subtotal:		88,764.00	0.00	64,221.05	64,221.05	0.00	24,542.95
301 subtotal:		8,634,399.28	5,570,696.16	259,241.56	5,829,937.72	36,757.13	2,767,704.43

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
302 Police Horses/Canines							
319 - 05	**Other NC Rev Other**						OTNC
400323025	**Police Canines**						
71010 - Operations Equipment-Mi 571010		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43
Posting Activity Total		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43
319 - 05 subtotal:		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43
302 subtotal:		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
307 Dog Pound Restricted Donations							
008 - 05	**Other NC Rev Other**						OTNC
550083075	**Dog Pound Restricted Donations**						
69022 - Operations-Misc 569022		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67
Posting Activity Total		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67
008 - 05 subtotal:		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67
307 subtotal:		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
310 Firefighting Gear & Equipment							
385 - 05	**Other NC Rev Other**						OTNC
401003105	**Firefighting Gear & Equipment**						
39009 - Training- Misc 539009		0.00	146,954.17	1,594.36	148,548.53	0.00	-148,548.53
75405 - Firefighting Equipment 575405		1,315,525.00	845,312.16	31,036.00	876,348.16	33,717.53	405,459.31
Posting Activity Total		1,315,525.00	992,266.33	32,630.36	1,024,896.69	33,717.53	256,910.78
385 - 05 subtotal:		1,315,525.00	992,266.33	32,630.36	1,024,896.69	33,717.53	256,910.78
395 - 05	**Other NC Rev Other**						OTNC
401013105	**CCF COVID-19 Response Fund**						
61204 - Emergency/Medical Suppl 561204		11,000.00	0.00	0.00	0.00	0.00	11,000.00
Posting Activity Total		11,000.00	0.00	0.00	0.00	0.00	11,000.00
395 - 05 subtotal:		11,000.00	0.00	0.00	0.00	0.00	11,000.00
310 subtotal:		1,326,525.00	992,266.33	32,630.36	1,024,896.69	33,717.53	267,910.78

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
401 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094015	**FY11 Fulton Playground**						
78001 - Playground Equip 578001		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00
Posting Activity Total		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00
026 - 05 subtotal:		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00
401 subtotal:		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
402 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094025	**Fulton Greenhouse**						
47006 - Demolition 547006		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00
Posting Activity Total		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00
026 - 05 subtotal:		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00
402 subtotal:		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
403 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094035	**FY14 Zero Turn Commercial Mower**						
71010 - Operations Equipment-Mi 571010		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59
Posting Activity Total		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59
026 - 05 subtotal:		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59
403 subtotal:		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
404 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094045	**FY14 Utility Cart**						
71010 - Operations Equipment-Mi 571010		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00
Posting Activity Total		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00
026 - 05 subtotal:		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00
404 subtotal:		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Municipal Stadium							
004 - 03	**Other NC Rev State**						SDNC
550404073	**Municipal Stadium**						
1 - General Appropriation 500000		365,267.04	0.00	0.00	0.00	0.00	365,267.04
61201 - Paper Supplies 561201		0.00	711.94	0.00	711.94	0.00	-711.94
61206 - Office-Misc 561206		0.00	20,279.26	0.00	20,279.26	0.00	-20,279.26
61510 - Buildings & Grounds Sup 561510		0.00	101,314.53	4,667.10	105,981.63	9,628.77	-115,610.40
69010 - Recreational Supplies 569010		0.00	174,578.36	0.00	174,578.36	0.00	-174,578.36
75200 - Office Equipment 575200		0.00	43,515.50	0.00	43,515.50	0.00	-43,515.50
Posting Activity Total		365,267.04	340,399.59	4,667.10	345,066.69	9,628.77	10,571.58
004 - 03 subtotal:		365,267.04	340,399.59	4,667.10	345,066.69	9,628.77	10,571.58
014 - 05	**Other NC Rev Other**						OTNC
550304075	**Hamilton Park - Rec Fees**						
1 - General Appropriation 500000		2,588,530.13	0.00	0.00	0.00	0.00	2,588,530.13
39005 - Sporting Officials 539005		0.00	29,676.69	6,325.00	36,001.69	2,970.00	-38,971.69
43000 - General Repairs & Maint 543000		0.00	22,631.93	3,330.00	25,961.93	0.00	-25,961.93
43034 - Office Equipment-Maint 543034		0.00	21,901.42	0.00	21,901.42	0.00	-21,901.42
45016 - Building and Grounds-Mi 545016		0.00	42,757.64	0.00	42,757.64	0.00	-42,757.64
59106 - Equipment 559106		0.00	17,741.83	0.00	17,741.83	4,284.31	-22,026.14
61206 - Office-Misc 561206		0.00	22,721.78	0.00	22,721.78	0.00	-22,721.78
61207 - Dance Costume Supplies		0.00	263.05	0.00	263.05	0.00	-263.05
61510 - Buildings & Grounds Sup 561510		0.00	6,593.84	0.00	6,593.84	0.00	-6,593.84
67002 - Wearing Apparel Purchas 567002		0.00	34,070.13	0.00	34,070.13	0.00	-34,070.13
69010 - Recreational Supplies 569010		0.00	1,729,593.16	36,736.79	1,766,329.95	5,724.58	-1,772,054.53
69022 - Operations-Misc 569022		0.00	0.00	0.00	0.00	0.00	0.00
89016 - Culture/Youth Activity 589016		0.00	1,926.85	120,843.19	122,770.04	0.00	-122,770.04
89204 - Transportation Charges 589204		0.00	3,726.73	34,948.87	38,675.60	5,051.13	-43,726.73
89800 - Registration & Fees 589800		0.00	8,751.24	2,250.00	11,001.24	0.00	-11,001.24
89900 - Dues & Publications 589900		0.00	1,125.00	0.00	1,125.00	0.00	-1,125.00
Posting Activity Total		2,588,530.13	1,943,481.29	204,433.85	2,147,915.14	18,030.02	422,584.97
014 - 05 subtotal:		2,588,530.13	1,943,481.29	204,433.85	2,147,915.14	18,030.02	422,584.97
015 - 05	**Other NC Rev Other**						OTNC
550754075	**Fulton Park**						
1 - General Appropriation 500000		1,895,099.72	0.00	0.00	0.00	0.00	1,895,099.72
33020 - Consulting Services 533020		0.00	32,481.97	0.00	32,481.97	0.00	-32,481.97

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Fulton Park Memorial Fund							
015 - 05	**Other NC Rev Other**						OTNC
43000	General Repairs & Maint 543000	0.00	26,611.40	0.00	26,611.40	0.00	-26,611.40
43004	Buildings & Grounds Rep 543004	0.00	347,662.34	0.00	347,662.34	0.00	-347,662.34
43020	Repair and Maintenance- 543020	0.00	30,910.54	0.00	30,910.54	0.00	-30,910.54
43033	Service/Maintenance Con 543033	0.00	15,404.42	0.00	15,404.42	0.00	-15,404.42
44002	Building Rental 544002	0.00	2,745.67	0.00	2,745.67	0.00	-2,745.67
45002	Water 545002	0.00	17,504.55	0.00	17,504.55	0.00	-17,504.55
45006	Electricity 545006	0.00	214,788.59	5,411.52	220,200.11	0.00	-220,200.11
45009	Monitor and Detection 545009	0.00	2,867.51	0.00	2,867.51	0.00	-2,867.51
45013	Security/Safety 545013	0.00	6,775.34	0.00	6,775.34	0.00	-6,775.34
45019	Natural Gas 545019	0.00	74,401.59	910.28	75,311.87	0.00	-75,311.87
59106	Equipment 559106	0.00	2,654.00	0.00	2,654.00	0.00	-2,654.00
61206	Office-Misc 561206	0.00	33.07	0.00	33.07	0.00	-33.07
61510	Buildings & Grounds Sup 561510	0.00	587,812.52	21,489.00	609,301.52	10,451.52	-619,753.04
69006	Agriculture/Hort Supp 569006	0.00	925.00	0.00	925.00	0.00	-925.00
69010	Recreational Supplies 569010	0.00	76,374.65	0.00	76,374.65	0.00	-76,374.65
69019	Janitorial-Misc 569019	0.00	4,050.05	0.00	4,050.05	0.00	-4,050.05
69022	Operations-Misc 569022	0.00	7,398.65	0.00	7,398.65	0.00	-7,398.65
71010	Operations Equipment-Mi 571010	0.00	7,930.44	0.00	7,930.44	0.00	-7,930.44
Posting Activity Total		1,895,099.72	1,459,332.30	27,810.80	1,487,143.10	10,451.52	397,505.10
015 - 05 subtotal:		1,895,099.72	1,459,332.30	27,810.80	1,487,143.10	10,451.52	397,505.10
016 - 05	**Other NC Rev Other**						OTNC
550804075	**Park-Summer Programs**						
1	General Appropriation 500000	39,609.50	0.00	0.00	0.00	0.00	39,609.50
61510	Buildings & Grounds Sup 561510	0.00	922.03	0.00	922.03	0.00	-922.03
69010	Recreational Supplies 569010	93,206.03	14,293.94	0.00	14,293.94	0.00	78,912.09
91001	Transfers Out 591001	0.00	115,546.59	0.00	115,546.59	0.00	-115,546.59
Posting Activity Total		132,815.53	130,762.56	0.00	130,762.56	0.00	2,052.97
016 - 05 subtotal:		132,815.53	130,762.56	0.00	130,762.56	0.00	2,052.97
025 - 05	**Other NC Rev Other**						OTNC
550814075	**Hamilton Pk - Seven Angels**						
1	General Appropriation 500000	236,782.82	0.00	0.00	0.00	0.00	236,782.82
39005	Sporting Officials 539005	0.00	1,200.00	0.00	1,200.00	0.00	-1,200.00
61206	Office-Misc 561206	0.00	2,252.35	0.00	2,252.35	0.00	-2,252.35

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Hamilton Pk - Seven Angels							
025 - 05	**Other NC Rev Other**						OTNC
61510 - Buildings & Grounds Sup 561510		0.00	84,698.80	0.00	84,698.80	0.00	-84,698.80
69010 - Recreational Supplies 569010		0.00	87,955.02	0.00	87,955.02	0.00	-87,955.02
91001 - Transfers Out 591001		0.00	60,660.16	0.00	60,660.16	0.00	-60,660.16
Posting Activity Total		236,782.82	236,766.33	0.00	236,766.33	0.00	16.49
025 - 05 subtotal:		236,782.82	236,766.33	0.00	236,766.33	0.00	16.49
026 - 05	**Other NC Rev Other**						OTNC
562094075	**Fulton Trust - Unallocated**						
1 - General Appropriation 500000		176,117.16	0.00	0.00	0.00	0.00	176,117.16
33020 - Consulting Services 533020		12,690.27	107,418.48	0.00	107,418.48	0.00	-94,728.21
78001 - Playground Equip 578001		0.00	45,241.09	0.00	45,241.09	0.00	-45,241.09
Posting Activity Total		188,807.43	152,659.57	0.00	152,659.57	0.00	36,147.86
026 - 05 subtotal:		188,807.43	152,659.57	0.00	152,659.57	0.00	36,147.86
159 - 05	**Other NC Rev Other**						OTNC
550864075	**Park Repairs**						
43000 - General Repairs & Maint 543000		30,000.00	11,329.00	8,671.00	20,000.00	0.00	10,000.00
Posting Activity Total		30,000.00	11,329.00	8,671.00	20,000.00	0.00	10,000.00
159 - 05 subtotal:		30,000.00	11,329.00	8,671.00	20,000.00	0.00	10,000.00
203 - 05	**Other NC Rev Other**						OTNC
562104075	**Hayden Trust - Unallocated**						
1 - General Appropriation 500000		314,760.15	0.00	0.00	0.00	0.00	314,760.15
Posting Activity Total		314,760.15	0.00	0.00	0.00	0.00	314,760.15
203 - 05 subtotal:		314,760.15	0.00	0.00	0.00	0.00	314,760.15
223 - 05	**Other NC Rev Other**						OTNC
562124075	**Downtown Green Design Dev**						
33000 - Professional Services 533000		12,259.44	0.00	0.00	0.00	0.00	12,259.44
Posting Activity Total		12,259.44	0.00	0.00	0.00	0.00	12,259.44
223 - 05 subtotal:		12,259.44	0.00	0.00	0.00	0.00	12,259.44
445 - 01	**Other NC Rev Federal**						FDNC
550824071	**Pool Safety Education and Enforcement Program**						
11500 - Salaries (Non BOE salaries)		106,400.00	87,090.00	0.00	87,090.00	0.00	19,310.00
11550 - Hourly Employees		65,900.00	65,080.00	0.00	65,080.00	0.00	820.00
23501 - Fringe Other - General 523501		42,104.00	45,630.11	0.00	45,630.11	0.00	-3,526.11
33018 - Contractual 533018		80,000.00	3,736.00	0.00	3,736.00	0.00	76,264.00
58000 - Travel Expenses 558000		3,700.00	11,037.45	0.00	11,037.45	0.00	-7,337.45

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Pool Safety Grant							
445 - 01	**Other NC Rev Federal**						FDNC
59002 - Printing & Binding 559002		6,250.00	0.00	0.00	0.00	0.00	6,250.00
69000 - Other Supplies 569000		0.00	23,552.00	0.00	23,552.00	0.00	-23,552.00
89041 - Program Support 589041		56,000.00	25,545.00	0.00	25,545.00	0.00	30,455.00
Posting Activity Total		360,354.00	261,670.56	0.00	261,670.56	0.00	98,683.44
445 - 01 subtotal:		360,354.00	261,670.56	0.00	261,670.56	0.00	98,683.44
502 - 05	**Other NC Rev Other**						OTNC
550834075	**NVCOG Bike 8/5/25-6/10/26 North End Recreation Center**						
61205 - Othr NonInstructl Suppl 561205		5,100.00	4,998.31	0.00	4,998.31	0.00	101.69
Posting Activity Total		5,100.00	4,998.31	0.00	4,998.31	0.00	101.69
502 - 05 subtotal:		5,100.00	4,998.31	0.00	4,998.31	0.00	101.69
503 - 05	**Other NC Rev Other**						OTNC
550844075	**NVCOG Bike 8/5/25-6/10/26 Washington Park**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
Posting Activity Total		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
503 - 05 subtotal:		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
504 - 05	**Other NC Rev Other**						OTNC
550874075	**NVCOG Bike 8/5/25-6/10/26 River Baldwin Recreation Center**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
Posting Activity Total		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
504 - 05 subtotal:		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
505 - 05	**Other NC Rev Other**						OTNC
550884075	**NVCOG Bike 8/5/25-6/10/26 Chase Park House**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
Posting Activity Total		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
505 - 05 subtotal:		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
407 subtotal:		6,144,776.26	4,556,394.44	245,582.75	4,801,977.19	38,110.31	1,304,688.76

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
410 Brownfield Properties							
394 - 05	**Other NC Rev Other**						OTNC
550494105	**Brownfield Properties Testing, Monitoring & Reporting**						
1 - General Appropriation 500000		1,355,000.00	0.00	0.00	0.00	0.00	1,355,000.00
33011 - Legal Exp & Court Fees 533011		0.00	1,035,900.60	15,591.00	1,051,491.60	13,642.00	-1,065,133.60
33017 - Environmental Assess 533017		0.00	50,172.78	34,517.17	84,689.95	58,254.05	-142,944.00
43000 - General Repairs & Maint 543000		0.00	7,035.00	0.00	7,035.00	0.00	-7,035.00
89040 - Permits 589040		0.00	1,345.00	0.00	1,345.00	0.00	-1,345.00
89050 - Administrative Costs 589050		0.00	11,174.38	0.00	11,174.38	11,875.00	-23,049.38
91001 - Transfers Out 591001		0.00	8,419.04	0.00	8,419.04	0.00	-8,419.04
Posting Activity Total		1,355,000.00	1,114,046.80	50,108.17	1,164,154.97	83,771.05	107,073.98
394 - 05 subtotal:		1,355,000.00	1,114,046.80	50,108.17	1,164,154.97	83,771.05	107,073.98
410 subtotal:		1,355,000.00	1,114,046.80	50,108.17	1,164,154.97	83,771.05	107,073.98

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
501 Open Space Account							
090 - 05	**Other NC Rev Other**						OTNC
550425015	**Open Space Account**						
76000 - Land 576000		46,272.08	0.00	0.00	0.00	0.00	46,272.08
Posting Activity Total		46,272.08	0.00	0.00	0.00	0.00	46,272.08
090 - 05 subtotal:		46,272.08	0.00	0.00	0.00	0.00	46,272.08
501 subtotal:		46,272.08	0.00	0.00	0.00	0.00	46,272.08

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 Miscellaneous Donations							
021 - 05	**Other NC Rev Other**						OTNC
450606015	**Miscellaneous Donations**						
1 - General Appropriation 500000		150,661.06	0.00	0.00	0.00	0.00	150,661.06
11500 - Salaries (Non BOE salaries)		0.00	72,409.75	0.00	72,409.75	0.00	-72,409.75
23501 - Fringe Other - General 523501		0.00	39,786.61	0.00	39,786.61	0.00	-39,786.61
89041 - Program Support 589041		2,500.00	33,404.97	0.00	33,404.97	0.00	-30,904.97
Posting Activity Total		153,161.06	145,601.33	0.00	145,601.33	0.00	7,559.73
021 - 05 subtotal:		153,161.06	145,601.33	0.00	145,601.33	0.00	7,559.73
024 - 05	**Other NC Rev Other**						OTNC
451006015	**TB Testing & Immunization**						
1 - General Appropriation 500000		241,651.29	0.00	0.00	0.00	0.00	241,651.29
53002 - Telephone 553002		0.00	9,247.57	0.00	9,247.57	0.00	-9,247.57
59001 - Advertising 559001		0.00	9,941.91	0.00	9,941.91	0.00	-9,941.91
61103 - Educational Supplies 561103		0.00	1,271.15	0.00	1,271.15	0.00	-1,271.15
61204 - Emergency/Medical Suppl 561204		0.00	41,927.74	0.00	41,927.74	363.96	-42,291.70
61206 - Office-Misc 561206		0.00	37,756.29	0.00	37,756.29	0.00	-37,756.29
75200 - Office Equipment 575200		0.00	26,836.70	0.00	26,836.70	0.00	-26,836.70
75201 - Communication Equipment 575201		0.00	0.00	0.00	0.00	0.00	0.00
89000 - Miscellaneous Expenditu 589000		0.00	65,209.11	0.00	65,209.11	2,425.00	-67,634.11
89202 - Lodging 589202		0.00	2,511.36	0.00	2,511.36	0.00	-2,511.36
89206 - Travel & Official-Misc 589206		0.00	3,066.27	0.00	3,066.27	0.00	-3,066.27
89800 - Registration & Fees 589800		0.00	16,577.00	248.00	16,825.00	0.00	-16,825.00
89900 - Dues & Publications 589900		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		241,651.29	214,345.10	248.00	214,593.10	2,788.96	24,269.23
024 - 05 subtotal:		241,651.29	214,345.10	248.00	214,593.10	2,788.96	24,269.23
405 - 05	**Other NC Rev Other**						OTNC
453006015	**Opioid Mitigation Settlements**						
11500 - Salaries (Non BOE salaries)		0.00	730,935.84	48,646.36	779,582.20	0.00	-779,582.20
53003 - Cellular Phones 553003		5,000.00	5,085.74	1,025.38	6,111.12	0.00	-1,111.12
59001 - Advertising 559001		2,500.00	2,500.00	0.00	2,500.00	0.00	0.00
59002 - Printing & Binding 559002		0.00	1,492.16	0.00	1,492.16	0.00	-1,492.16
61103 - Educational Supplies 561103		988.60	888.60	0.00	888.60	0.00	100.00
89041 - Program Support 589041		1,683,341.64	84,931.08	15.60	84,946.68	0.00	1,598,394.96
Posting Activity Total		1,691,830.24	825,833.42	49,687.34	875,520.76	0.00	816,309.48

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 HD Mini Grants							
405 - 05 subtotal:		1,691,830.24	825,833.42	49,687.34	875,520.76	0.00	816,309.48
459 - 02	**Other NC Rev Fed Pass**						FPNC
453206012	**Workforce Development 11/23-11/27**						
11500 - Salaries (Non BOE salaries)		178,215.12	79,540.46	17,883.60	97,424.06	0.00	80,791.06
23501 - Fringe Other - General 523501		68,234.38	25,080.16	671.32	25,751.48	0.00	42,482.90
33018 - Contractual 533018		214,518.50	168,027.66	20,946.25	188,973.91	22,510.34	3,034.25
33020 - Consulting Services 533020		95,000.00	65,000.00	12,500.00	77,500.00	17,500.00	0.00
39003 - Training Fees 539003		42,000.00	14,074.01	2,569.60	16,643.61	0.00	25,356.39
89050 - Administrative Costs 589050		10,400.00	0.00	0.00	0.00	0.00	10,400.00
89900 - Dues & Publications 589900		9,145.00	5,970.38	815.20	6,785.58	0.00	2,359.42
Posting Activity Total		617,513.00	357,692.67	55,385.97	413,078.64	40,010.34	164,424.02
459 - 02 subtotal:		617,513.00	357,692.67	55,385.97	413,078.64	40,010.34	164,424.02
464 - 05	**Other NC Rev Other**						OTNC
450656015	**Lead Case Clearance**						
89041 - Program Support 589041		33,280.00	9,358.29	108.38	9,466.67	0.00	23,813.33
Posting Activity Total		33,280.00	9,358.29	108.38	9,466.67	0.00	23,813.33
464 - 05 subtotal:		33,280.00	9,358.29	108.38	9,466.67	0.00	23,813.33
475 - 02	**Other NC Rev Fed Pass**						FPNC
451896012	**OD2A 09/24-08/25**						
11500 - Salaries (Non BOE salaries)		177,268.00	173,052.78	0.00	173,052.78	0.00	4,215.22
23501 - Fringe Other - General 523501		80,681.15	78,099.77	0.00	78,099.77	0.00	2,581.38
39009 - Training- Misc 539009		0.00	0.00	0.00	0.00	0.00	0.00
61200 - Office Supplies 561200		2,500.00	2,499.45	0.00	2,499.45	0.00	0.55
89050 - Administrative Costs 589050		33,072.85	33,072.85	0.00	33,072.85	0.00	0.00
89201 - Mileage 589201		2,500.00	383.45	0.00	383.45	0.00	2,116.55
Posting Activity Total		296,022.00	287,108.30	0.00	287,108.30	0.00	8,913.70
475 - 02 subtotal:		296,022.00	287,108.30	0.00	287,108.30	0.00	8,913.70
482 - 02	**Other NC Rev Fed Pass**						FPNC
452846012	**AIDS Prevention 01/25-12/25**						
11500 - Salaries (Non BOE salaries)		161,941.80	161,151.24	0.00	161,151.24	0.00	790.56
23501 - Fringe Other - General 523501		86,493.12	86,071.43	0.00	86,071.43	0.00	421.69
61200 - Office Supplies 561200		2,500.00	2,298.68	0.00	2,298.68	0.00	201.32
61503 - Gasoline 561503		1,200.00	0.00	0.00	0.00	0.00	1,200.00
89041 - Program Support 589041		15,862.08	13,820.47	0.00	13,820.47	0.00	2,041.61

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 AIDS Prevention 01/25-12/25							
482 - 02	**Other NC Rev Fed Pass**						FPNC
89201 - Mileage 589201		1,200.00	401.80	0.00	401.80	0.00	798.20
Posting Activity Total		269,197.00	263,743.62	0.00	263,743.62	0.00	5,453.38
482 - 02 subtotal:		269,197.00	263,743.62	0.00	263,743.62	0.00	5,453.38
489 - 01	**Other NC Rev Federal**						FDNC
450636011	**Lead Hazard January 15, 2025 - January 15, 2029**						
11500 - Salaries (Non BOE salaries)		1,226,348.00	403,794.38	112,052.45	515,846.83	0.00	710,501.17
11650 - Overtime		0.00	1,570.00	0.00	1,570.00	0.00	-1,570.00
23501 - Fringe Other - General 523501		499,420.05	158,563.29	90,800.85	249,364.14	0.00	250,055.91
33000 - Professional Services 533000		4,269,000.00	1,636,481.87	234,376.13	1,870,858.00	856,301.00	1,541,841.00
69000 - Other Supplies 569000		103,020.00	22,908.66	35,031.56	57,940.22	20,503.59	24,576.19
89041 - Program Support 589041		113,021.95	38,145.76	12,096.09	50,241.85	1,935.00	60,845.10
89206 - Travel & Official-Misc 589206		39,190.00	18,669.03	0.00	18,669.03	0.00	20,520.97
Posting Activity Total		6,250,000.00	2,280,132.99	484,357.08	2,764,490.07	878,739.59	2,606,770.34
489 - 01 subtotal:		6,250,000.00	2,280,132.99	484,357.08	2,764,490.07	878,739.59	2,606,770.34
493 - 03	**Other NC Rev State**						SDNC
452966013	**PCC - B 07/25 - 06/26**						
11500 - Salaries (Non BOE salaries)		55,902.50	54,550.19	0.00	54,550.19	0.00	1,352.31
23501 - Fringe Other - General 523501		28,622.08	27,728.89	0.00	27,728.89	0.00	893.19
33018 - Contractual 533018		73,000.00	70,458.00	0.00	70,458.00	0.00	2,542.00
33022 - Professional-Misc 533022		4,464.20	3,102.75	0.00	3,102.75	0.00	1,361.45
39009 - Training- Misc 539009		4,020.00	0.00	0.00	0.00	0.00	4,020.00
53000 - Communications 553000		600.00	409.08	0.00	409.08	0.00	190.92
59002 - Printing & Binding 559002		15,400.00	6,531.36	0.00	6,531.36	0.00	8,868.64
61200 - Office Supplies 561200		1,439.00	1,507.94	0.00	1,507.94	0.00	-68.94
65000 - Food Supplies 565000		2,000.00	0.00	0.00	0.00	0.00	2,000.00
89041 - Program Support 589041		35,958.89	35,905.16	0.00	35,905.16	0.00	53.73
89206 - Travel & Official-Misc 589206		4,200.00	0.00	0.00	0.00	0.00	4,200.00
89900 - Dues & Publications 589900		3,720.00	0.00	0.00	0.00	0.00	3,720.00
Posting Activity Total		229,326.67	200,193.37	0.00	200,193.37	0.00	29,133.30
493 - 03 subtotal:		229,326.67	200,193.37	0.00	200,193.37	0.00	29,133.30
494 - 02	**Other NC Rev Fed Pass**						FPNC
453536012	**Immunizations 7/25 - 6/26**						
11500 - Salaries (Non BOE salaries)		65,611.00	65,863.38	0.00	65,863.38	0.00	-252.38

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 Immunizations 7/25 - 6/26							
494 - 02	**Other NC Rev Fed Pass**						FPNC
23501	Fringe Other - General 523501	33,592.83	33,692.35	0.00	33,692.35	0.00	-99.52
61200	Office Supplies 561200	0.00	0.00	0.00	0.00	0.00	0.00
89041	Program Support 589041	1,800.17	1,448.27	0.00	1,448.27	0.00	351.90
Posting Activity Total		101,004.00	101,004.00	0.00	101,004.00	0.00	0.00
494 - 02 subtotal:		101,004.00	101,004.00	0.00	101,004.00	0.00	0.00
495 - 03	**Other NC Rev State**						SDNC
453636013	**Per Capita 07/25 - 06/26**						
11500	Salaries (Non BOE salaries)	128,830.00	109,771.30	0.00	109,771.30	0.00	19,058.70
23501	Fringe Other - General 523501	45,833.22	39,861.40	0.00	39,861.40	0.00	5,971.82
33018	Contractual 533018	19,349.60	18,091.62	0.00	18,091.62	0.00	1,257.98
53000	Communications 553000	11,760.00	11,949.49	0.00	11,949.49	0.00	-189.49
59001	Advertising 559001	3,000.00	0.00	0.00	0.00	0.00	3,000.00
61200	Office Supplies 561200	4,601.45	4,028.30	0.00	4,028.30	0.00	573.15
69022	Operations-Misc 569022	3,960.00	3,231.00	0.00	3,231.00	0.00	729.00
Posting Activity Total		217,334.27	186,933.11	0.00	186,933.11	0.00	30,401.16
495 - 03 subtotal:		217,334.27	186,933.11	0.00	186,933.11	0.00	30,401.16
497 - 02	**Other NC Rev Fed Pass**						FPNC
451966012	**OD2A 09/25 - 08/26**						
11500	Salaries (Non BOE salaries)	183,259.44	131,186.90	22,064.28	153,251.18	0.00	30,008.26
23501	Fringe Other - General 523501	78,330.47	55,612.20	8,993.40	64,605.60	0.00	13,724.87
61200	Office Supplies 561200	2,000.00	1,218.86	322.65	1,541.51	0.00	458.49
89041	Program Support 589041	8,000.00	1,848.74	5,717.14	7,565.88	0.00	434.12
89050	Administrative Costs 589050	30,432.09	26,383.34	0.00	26,383.34	0.00	4,048.75
89201	Mileage 589201	1,000.00	446.50	119.80	566.30	0.00	433.70
Posting Activity Total		303,022.00	216,696.54	37,217.27	253,913.81	0.00	49,108.19
497 - 02 subtotal:		303,022.00	216,696.54	37,217.27	253,913.81	0.00	49,108.19
498 - 03	**Other NC Rev State**						SDNC
452726013	**School Health Clinic FY26**						
11500	Salaries (Non BOE salaries)	184,851.00	184,919.23	0.00	184,919.23	0.00	-68.23
23501	Fringe Other - General 523501	44,549.00	44,549.00	0.00	44,549.00	0.00	0.00
61200	Office Supplies 561200	3,044.00	2,144.00	0.00	2,144.00	0.00	900.00
61204	Emergency/Medical Suppl 561204	10,256.00	12,156.00	0.00	12,156.00	0.00	-1,900.00
61208	Laboratory Supplies 561208	2,398.00	1,329.77	0.00	1,329.77	0.00	1,068.23

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 School Health Clinic FY26							
498 - 03	**Other NC Rev State**						SDNC
89050	Administrative Costs 589050	4,902.00	4,902.00	0.00	4,902.00	0.00	0.00
Posting Activity Total		250,000.00	250,000.00	0.00	250,000.00	0.00	0.00
498 - 03 subtotal:		250,000.00	250,000.00	0.00	250,000.00	0.00	0.00
499 - 05	**Other NC Rev Other**						OTNC
453706015	**HD NVCOG DOT Bike 8/5/25-6/10/26**						
61205	Othr NonInstructl Suppl 561205	4,946.70	4,940.65	0.00	4,940.65	0.00	6.05
Posting Activity Total		4,946.70	4,940.65	0.00	4,940.65	0.00	6.05
499 - 05 subtotal:		4,946.70	4,940.65	0.00	4,940.65	0.00	6.05
500 - 02	**Other NC Rev Fed Pass**						FPNC
452736012	**PHEP 7/25 - 6/26**						
11500	Salaries (Non BOE salaries)	40,560.00	40,560.00	0.00	40,560.00	0.00	0.00
23501	Fringe Other - General 523501	20,766.72	20,766.72	0.00	20,766.72	0.00	0.00
53000	Communications 553000	312.28	253.59	0.00	253.59	0.00	58.69
Posting Activity Total		61,639.00	61,580.31	0.00	61,580.31	0.00	58.69
500 - 02 subtotal:		61,639.00	61,580.31	0.00	61,580.31	0.00	58.69
509 - 02	**Other NC Rev Fed Pass**						FPNC
452856012	**Aids Prevention 01/26-12/26**						
11500	Salaries (Non BOE salaries)	161,941.80	62,910.74	44,174.94	107,085.68	0.00	54,856.12
23501	Fringe Other - General 523501	82,914.20	32,210.31	22,617.56	54,827.87	0.00	28,086.33
61200	Office Supplies 561200	2,500.00	0.00	0.00	0.00	2,243.22	256.78
61503	Gasoline 561503	1,200.00	0.00	89.28	89.28	0.00	1,110.72
89041	Program Support 589041	18,641.00	11,314.78	5,576.62	16,891.40	1,521.11	228.49
89201	Mileage 589201	800.00	614.51	222.32	836.83	0.00	-36.83
Posting Activity Total		267,997.00	107,050.34	72,680.72	179,731.06	3,764.33	84,501.61
509 - 02 subtotal:		267,997.00	107,050.34	72,680.72	179,731.06	3,764.33	84,501.61
510 - 02	**Other NC Rev Fed Pass**						FPNC
453716012	**COMPASS 09/30/25-9/29/26**						
11500	Salaries (Non BOE salaries)	145,250.00	63,982.20	40,539.87	104,522.07	0.00	40,727.93
23501	Fringe Other - General 523501	74,368.00	32,758.88	20,756.40	53,515.28	0.00	20,852.72
69000	Other Supplies 569000	2,000.00	491.69	984.06	1,475.75	0.00	524.25
89000	Miscellaneous Expenditu 589000	6,000.00	3,962.50	1,250.00	5,212.50	0.00	787.50
89041	Program Support 589041	3,382.00	1,064.88	2,314.62	3,379.50	0.00	2.50
89050	Administrative Costs 589050	34,650.00	0.00	25,215.76	25,215.76	0.00	9,434.24
89201	Mileage 589201	0.00	0.00	0.00	0.00	0.00	0.00

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 COMPASS 09/30/25-9/29/26							
510 - 02	**Other NC Rev Fed Pass**						FPNC
Posting Activity Total		265,650.00	102,260.15	91,060.71	193,320.86	0.00	72,329.14
510 - 02 subtotal:		265,650.00	102,260.15	91,060.71	193,320.86	0.00	72,329.14
511 - 05	**Other NC Rev Other**						OTNC
453726015	**Healthy Brain Initiative 1/1/26-9/30/26**						
11500 - Salaries (Non BOE salaries)		14,560.00	8,800.00	6,480.00	15,280.00	0.00	-720.00
23501 - Fringe Other - General 523501		7,454.72	4,505.60	3,522.17	8,027.77	0.00	-573.05
89041 - Program Support 589041		26,985.28	6,296.62	20,395.61	26,692.23	0.00	293.05
89201 - Mileage 589201		1,000.00	0.00	0.00	0.00	0.00	1,000.00
Posting Activity Total		50,000.00	19,602.22	30,397.78	50,000.00	0.00	0.00
511 - 05 subtotal:		50,000.00	19,602.22	30,397.78	50,000.00	0.00	0.00
515 - 02	**Other NC Rev Fed Pass**						FPNC
453736012	**Environmental Health/Drinking Water 1/1/26-8/31/26 ALN 93.070, 12060-DPH;**						
11500 - Salaries (Non BOE salaries)		14,000.00	3,385.73	8,600.00	11,985.73	0.00	2,014.27
53000 - Communications 553000		2,000.00	0.00	1,575.00	1,575.00	0.00	425.00
61200 - Office Supplies 561200		2,500.00	0.00	2,482.57	2,482.57	0.00	17.43
89041 - Program Support 589041		6,000.00	2,579.29	3,523.21	6,102.50	0.00	-102.50
Posting Activity Total		24,500.00	5,965.02	16,180.78	22,145.80	0.00	2,354.20
515 - 02 subtotal:		24,500.00	5,965.02	16,180.78	22,145.80	0.00	2,354.20
516 - 03	**Other NC Rev State**						SDNC
453816013	**HD Gun Viol Prev 3/1/26-6/30/26 11000-DPH48882-12645 DPH20262010GRA/I**						
11500 - Salaries (Non BOE salaries)		54,898.80	19,898.64	0.00	19,898.64	0.00	35,000.16
23501 - Fringe Other - General 523501		28,108.19	10,188.10	0.00	10,188.10	0.00	17,920.09
33018 - Contractual 533018		485,860.55	99,779.44	0.00	99,779.44	0.00	386,081.11
43031 - Computer Equip-Maintena 543031		2,500.00	1,494.00	0.00	1,494.00	0.00	1,006.00
53000 - Communications 553000		300.00	0.00	0.00	0.00	0.00	300.00
59002 - Printing & Binding 559002		6,000.00	0.00	0.00	0.00	0.00	6,000.00
70504 - Software 570504		60,000.00	0.00	0.00	0.00	0.00	60,000.00
89041 - Program Support 589041		4,000.00	12.00	0.00	12.00	0.00	3,988.00
89050 - Administrative Costs 589050		27,880.00	0.00	0.00	0.00	0.00	27,880.00
Posting Activity Total		669,547.54	131,372.18	0.00	131,372.18	0.00	538,175.36
516 - 03 subtotal:		669,547.54	131,372.18	0.00	131,372.18	0.00	538,175.36
517 - 02	**Other NC Rev Fed Pass**						FPNC
452896012	**PHEP 7/26 - 6/27**						
11500 - Salaries (Non BOE salaries)		42,529.24	0.00	5,164.65	5,164.65	0.00	37,364.59

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 PHEP 7/26 - 6/27							
517 - 02	**Other NC Rev Fed Pass**						FPNC
23501 - Fringe Other - General 523501		18,237.44	0.00	1,945.60	1,945.60	0.00	16,291.84
53000 - Communications 553000		500.00	0.00	154.95	154.95	0.00	345.05
61200 - Office Supplies 561200		372.32	0.00	0.00	0.00	0.00	372.32
Posting Activity Total		61,639.00	0.00	7,265.20	7,265.20	0.00	54,373.80
517 - 02 subtotal:		61,639.00	0.00	7,265.20	7,265.20	0.00	54,373.80
518 - 03	**Other NC Rev State**						SDNC
453646013	**Per Capita 07/26 - 06/27**						
11500 - Salaries (Non BOE salaries)		85,358.00	0.00	20,760.31	20,760.31	0.00	64,597.69
23501 - Fringe Other - General 523501		46,776.18	0.00	11,376.64	11,376.64	0.00	35,399.54
33018 - Contractual 533018		123,989.57	0.00	30,732.25	30,732.25	93,257.32	0.00
53000 - Communications 553000		12,360.00	0.00	2,060.19	2,060.19	1,299.21	9,000.60
59001 - Advertising 559001		1,800.00	0.00	0.00	0.00	0.00	1,800.00
61200 - Office Supplies 561200		4,601.45	0.00	0.00	0.00	0.00	4,601.45
69022 - Operations-Misc 569022		2,400.00	0.00	0.00	0.00	1,287.04	1,112.96
Posting Activity Total		277,285.20	0.00	64,929.39	64,929.39	95,843.57	116,512.24
518 - 03 subtotal:		277,285.20	0.00	64,929.39	64,929.39	95,843.57	116,512.24
519 - 02	**Other NC Rev Fed Pass**						FPNC
453546012	**Immunizations 7/26 - 6/27**						
11500 - Salaries (Non BOE salaries)		65,611.00	0.00	20,440.40	20,440.40	0.00	45,170.60
23501 - Fringe Other - General 523501		33,592.83	0.00	10,465.48	10,465.48	0.00	23,127.35
89041 - Program Support 589041		4,776.17	0.00	0.00	0.00	0.00	4,776.17
Posting Activity Total		103,980.00	0.00	30,905.88	30,905.88	0.00	73,074.12
519 - 02 subtotal:		103,980.00	0.00	30,905.88	30,905.88	0.00	73,074.12
520 - 03	**Other NC Rev State**						SDNC
452876013	**School Health Clinic FY27**						
11500 - Salaries (Non BOE salaries)		173,912.24	0.00	0.00	0.00	173,912.24	0.00
23501 - Fringe Other - General 523501		43,478.06	0.00	0.00	0.00	43,478.06	0.00
61200 - Office Supplies 561200		0.00	0.00	0.00	0.00	0.00	0.00
61204 - Emergency/Medical Suppl 561204		0.00	0.00	0.00	0.00	0.00	0.00
61208 - Laboratory Supplies 561208		0.00	0.00	0.00	0.00	0.00	0.00
89050 - Administrative Costs 589050		32,609.70	0.00	0.00	0.00	32,609.70	0.00
Posting Activity Total		250,000.00	0.00	0.00	0.00	250,000.00	0.00
520 - 03 subtotal:		250,000.00	0.00	0.00	0.00	250,000.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 OD2A 09/26 - 08/27							
522 - 02	**Other NC Rev Fed Pass**						FPNC
451976012	**OD2A 09/26 - 08/27**						
11500 - Salaries (Non BOE salaries)		183,259.44	0.00	19,794.53	19,794.53	0.00	163,464.91
23501 - Fringe Other - General 523501		1.00	0.00	8,601.73	8,601.73	0.00	-8,600.73
61200 - Office Supplies 561200		1.00	0.00	0.00	0.00	0.00	1.00
89041 - Program Support 589041		1.00	0.00	0.00	0.00	566.38	-565.38
89050 - Administrative Costs 589050		1.00	0.00	0.00	0.00	0.00	1.00
89201 - Mileage 589201		1.00	0.00	0.00	0.00	0.00	1.00
Posting Activity Total		183,264.44	0.00	28,396.26	28,396.26	566.38	154,301.80
522 - 02 subtotal:		183,264.44	0.00	28,396.26	28,396.26	566.38	154,301.80
523 - 02	**Other NC Rev Fed Pass**						FPNC
453746012	**COMPASS 09/30/26-9/29/27**						
11500 - Salaries (Non BOE salaries)		145,000.00	0.00	8,883.80	8,883.80	0.00	136,116.20
23501 - Fringe Other - General 523501		74,000.00	0.00	4,868.32	4,868.32	0.00	69,131.68
69000 - Other Supplies 569000		1,500.00	0.00	102.12	102.12	0.00	1,397.88
Posting Activity Total		220,500.00	0.00	13,854.24	13,854.24	0.00	206,645.76
523 - 02 subtotal:		220,500.00	0.00	13,854.24	13,854.24	0.00	206,645.76
524 - 01	**Other NC Rev Federal**						FDNC
453756011	**DHHS Drug Free Communities ALN 93.276 9/30/2026-09/29/2027**						
11500 - Salaries (Non BOE salaries)		54,054.00	0.00	0.00	0.00	0.00	54,054.00
23501 - Fringe Other - General 523501		29,621.59	0.00	0.00	0.00	0.00	29,621.59
69000 - Other Supplies 569000		2,500.00	0.00	0.00	0.00	0.00	2,500.00
89000 - Miscellaneous Expenditu 589000		27,460.77	0.00	0.00	0.00	0.00	27,460.77
89051 - Indirect Costs 589051		11,363.64	0.00	0.00	0.00	0.00	11,363.64
Posting Activity Total		125,000.00	0.00	0.00	0.00	0.00	125,000.00
524 - 01 subtotal:		125,000.00	0.00	0.00	0.00	0.00	125,000.00
601 subtotal:		13,219,290.41	5,771,413.61	982,675.00	6,754,088.61	1,271,713.17	5,193,488.63

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
602 Lead Case Clearance							
464 - 05	**Other NC Rev Other**						OTNC
450656025	**Lead Clearance-Applesauce**						
89041 - Program Support 589041		91,520.00	88,737.78	176.28	88,914.06	0.00	2,605.94
Posting Activity Total		91,520.00	88,737.78	176.28	88,914.06	0.00	2,605.94
464 - 05 subtotal:		91,520.00	88,737.78	176.28	88,914.06	0.00	2,605.94
489 - 01	**Other NC Rev Federal**						FDNC
450636021	**Healthy Homes January 15, 2025 - January 15, 2029**						
33000 - Professional Services 533000		750,000.00	455,253.00	15,986.00	471,239.00	93,907.00	184,854.00
Posting Activity Total		750,000.00	455,253.00	15,986.00	471,239.00	93,907.00	184,854.00
489 - 01 subtotal:		750,000.00	455,253.00	15,986.00	471,239.00	93,907.00	184,854.00
498 - 03	**Other NC Rev State**						SDNC
452726023	**SBHC Oversight FY26**						
11500 - Salaries (Non BOE salaries)		12,162.00	12,162.00	0.00	12,162.00	0.00	0.00
23501 - Fringe Other - General 523501		6,226.94	6,226.94	0.00	6,226.94	0.00	0.00
89050 - Administrative Costs 589050		14,466.06	14,466.06	0.00	14,466.06	0.00	0.00
Posting Activity Total		32,855.00	32,855.00	0.00	32,855.00	0.00	0.00
498 - 03 subtotal:		32,855.00	32,855.00	0.00	32,855.00	0.00	0.00
516 - 03	**Other NC Rev State**						SDNC
453816023	**HDGun Viol Prev 7/1/26-6/30/27 11000-DPH48882-12645 DPH20262010GRA/I**						
11500 - Salaries (Non BOE salaries)		173,617.08	0.00	48,597.61	48,597.61	0.00	125,019.47
23501 - Fringe Other - General 523501		85,487.71	0.00	26,631.47	26,631.47	0.00	58,856.24
33000 - Professional Services 533000		80,000.00	0.00	0.00	0.00	40,000.00	40,000.00
33018 - Contractual 533018		790,798.45	0.00	181,683.47	181,683.47	223,033.87	386,081.11
53000 - Communications 553000		600.00	0.00	0.00	0.00	0.00	600.00
89041 - Program Support 589041		24,980.67	0.00	212.36	212.36	0.00	24,768.31
89050 - Administrative Costs 589050		65,210.68	0.00	0.00	0.00	0.00	65,210.68
89201 - Mileage 589201		2,400.00	0.00	0.00	0.00	0.00	2,400.00
Posting Activity Total		1,223,094.59	0.00	257,124.91	257,124.91	263,033.87	702,935.81
516 - 03 subtotal:		1,223,094.59	0.00	257,124.91	257,124.91	263,033.87	702,935.81
520 - 03	**Other NC Rev State**						SDNC
452876023	**SBHC Oversight FY27**						
11500 - Salaries (Non BOE salaries)		12,162.00	0.00	0.00	0.00	0.00	12,162.00
23501 - Fringe Other - General 523501		6,664.78	0.00	0.00	0.00	0.00	6,664.78
89050 - Administrative Costs 589050		14,028.22	0.00	0.00	0.00	0.00	14,028.22
Posting Activity Total		32,855.00	0.00	0.00	0.00	0.00	32,855.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
602 School Health Clinic FY27							
520 - 03 subtotal:		32,855.00	0.00	0.00	0.00	0.00	32,855.00
602 subtotal:		2,130,324.59	576,845.78	273,287.19	850,132.97	356,940.87	923,250.75

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 10/30/2026, 12:41:03PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
605 CSLFRF Senior Center							
485 - 02	**Other NC Rev Fed Pass**						FPNC
340176052	**CSLFRF Senior Center 11/22/24-12/31/26**						
33000 - Professional Services 533000		22,000.00	19,192.00	0.00	19,192.00	8,565.00	-5,757.00
33018 - Contractual 533018		20,000.00	20,000.00	0.00	20,000.00	0.00	0.00
61206 - Office-Misc 561206		5,757.00	0.00	0.00	0.00	0.00	5,757.00
Posting Activity Total		47,757.00	39,192.00	0.00	39,192.00	8,565.00	0.00
485 - 02 subtotal:		47,757.00	39,192.00	0.00	39,192.00	8,565.00	0.00
605 subtotal:		47,757.00	39,192.00	0.00	39,192.00	8,565.00	0.00

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
701 Friends of the Library							
044 - 05	**Other NC Rev Other**						OTNC
561197015	**Friends of the Library**						
43033 - Service/Maintenance Con 543033		19,611.70	17,636.89	3,065.97	20,702.86	2,884.03	-3,975.19
53001 - Postage 553001		0.00	1,408.36	0.00	1,408.36	0.00	-1,408.36
64200 - Library Books 564200		0.00	0.00	0.00	0.00	0.00	0.00
64204 - Young Adult Programs 564204		14,244.50	16,350.45	67.70	16,418.15	0.00	-2,173.65
64205 - Adult Programs 564205		58,234.95	36,537.49	775.51	37,313.00	300.00	20,621.95
69000 - Other Supplies 569000		0.00	1,862.68	0.00	1,862.68	0.00	-1,862.68
75501 - Building Improvements 575501		41,113.00	41,112.88	0.00	41,112.88	0.00	0.12
89016 - Culture/Youth Activity 589016		35,255.63	40,221.76	896.65	41,118.41	0.00	-5,862.78
Posting Activity Total		168,459.78	155,130.51	4,805.83	159,936.34	3,184.03	5,339.41
044 - 05 subtotal:		168,459.78	155,130.51	4,805.83	159,936.34	3,184.03	5,339.41
278 - 03	**Other NC Rev State**						SDNC
561407013	**CT State Library Aid Grant**						
64200 - Library Books 564200		0.00	0.00	0.00	0.00	0.00	0.00
71010 - Operations Equipment-Mi 571010		7,259.96	2,263.96	0.00	2,263.96	0.00	4,996.00
Posting Activity Total		7,259.96	2,263.96	0.00	2,263.96	0.00	4,996.00
278 - 03 subtotal:		7,259.96	2,263.96	0.00	2,263.96	0.00	4,996.00
430 - 03	**Other NC Rev State**						SDNC
561547013	**Connecticard**						
71010 - Operations Equipment-Mi 571010		3,485.00	0.00	0.00	0.00	0.00	3,485.00
Posting Activity Total		3,485.00	0.00	0.00	0.00	0.00	3,485.00
430 - 03 subtotal:		3,485.00	0.00	0.00	0.00	0.00	3,485.00
436 - 05	**Other NC Rev Other**						OTNC
561437015	**Wtby BRASS FY23**						
89041 - Program Support 589041		12,603.38	12,581.23	0.00	12,581.23	0.00	22.15
Posting Activity Total		12,603.38	12,581.23	0.00	12,581.23	0.00	22.15
436 - 05 subtotal:		12,603.38	12,581.23	0.00	12,581.23	0.00	22.15
481 - 05	**Other NC Rev Other**						OTNC
561447015	**Library Bike Grant 2024-NVCOG 7/14/24-12/31/25**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,986.71	0.00	4,986.71	0.00	13.29
Posting Activity Total		5,000.00	4,986.71	0.00	4,986.71	0.00	13.29
481 - 05 subtotal:		5,000.00	4,986.71	0.00	4,986.71	0.00	13.29
492 - 05	**Other NC Rev Other**						OTNC
561457015	**Library UCONN-My Town My Story**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
701 Library UCONN-MTMS							
492 - 05	**Other NC Rev Other**						OTNC
89041 - Program Support 589041		5,000.00	1,838.71	0.00	1,838.71	0.00	3,161.29
Posting Activity Total		5,000.00	1,838.71	0.00	1,838.71	0.00	3,161.29
492 - 05 subtotal:		5,000.00	1,838.71	0.00	1,838.71	0.00	3,161.29
701 subtotal:		201,808.12	176,801.12	4,805.83	181,606.95	3,184.03	17,017.14

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
801 Leavenworth Trust Fund							
027 - 05	**Other NC Rev Other**						OTNC
562058015	**Education - Leavenworth Trust Fund**						
100 - Per Serv		12,500.00	7,601.25	0.00	7,601.25	0.00	4,898.75
500 - Other Purch		53,478.11	37,257.95	475.45	37,733.40	2,024.55	13,720.16
600 - Supplies		677,029.01	626,935.52	3,613.82	630,549.34	22,030.22	24,449.45
700 - Property		13,574.33	7,569.46	0.00	7,569.46	0.00	6,004.87
Posting Activity Total		756,581.45	679,364.18	4,089.27	683,453.45	24,054.77	49,073.23
027 - 05 subtotal:		756,581.45	679,364.18	4,089.27	683,453.45	24,054.77	49,073.23
801 subtotal:		756,581.45	679,364.18	4,089.27	683,453.45	24,054.77	49,073.23

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 10/30/2026, 12:41:03PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
NCP subtotal:		*49,135,801.12*	31,993,059.92	2,100,664.29	*34,093,724.21*	*2,002,462.17*	*13,039,614.74*
Grand Total:		49,135,801.12	31,993,059.92	2,100,664.29	34,093,724.21	2,002,462.17	13,039,614.74

THE CITY OF WATERBURY



DEPARTMENT OF PUBLIC HEALTH
EXECUTIVE SUMMARY

To: President Michael DiGiovancarlo
City of Waterbury Board of Aldermen

CC: Mayor Paul Pernerewski

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

Date: November 2, 2026

Re: CRT26-409: Amendment to Subaward with Yale University for Comprehensive Approach to Syndemic Screening and Same-Day Treatment (COMPASS)

The Waterbury Department of Public Health (WHD) respectfully requests approval of the attached subaward amendment for $270,350 with Yale University to continue work as a sub-awardee under their grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) Hepatitis C (HCV) Elimination Grant, for the project COMPASS – Comprehensive Approach to Syndemic Screening and Same-Day Treatment. The subaward amendment covers the term from September 30, 2026 to September 29, 2027. There is no match required of the City of Waterbury Health Department. WHD will conduct HCV screening, linkage to care through telehealth, treatment support and other wraparound services.

Background:

The WHD Prevention, Harm, and Risk Reduction Section has delivered HIV, HCV, and sexually transmitted infection (STI) prevention and care services for more than two decades. Since 2019, WHD has expanded its scope to include opioid prevention and mitigation programs. Current services encompass counseling, testing, harm-reduction education, and linkage to care, with targeted outreach to highly vulnerable populations—including sex workers, individuals with substance use disorders, and residents experiencing homelessness or housing instability.

Through the COMPASS project, WHD will enhance this continuum of care by integrating immediate point-of-care testing and same-day telehealth evaluation and treatment for individuals

with syndemic HCV, HIV, substance use disorder, or mental illness. This coordinated model aims to increase HCV treatment initiation and cure rates among Waterbury residents.

WHD maintains a partnership with Yale University and has built a robust local care network with Connecticut Counseling Centers, StayWell Health Center, and Apex Community Care. Under this grant WHD will coordinate HCV testing, treatment initiation, and cure verification, while also ensuring referrals for wrap-around services.

Attachments:
Subaward contract and attachments

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other PHS [Type in Agency] — Substance Abuse and Mental Health Services Administration

Pass-Through Entity (PTE):	Subrecipient:
Yale University	City of Waterbury, Connecticut
PTE PI: Frederick Altice, MD	Sub PI: Aisling McGuckin, RN, MSN-MPH
PTE Federal Award No: 1H79TI088364-01	Subaward No: CON-80006102(GR130365)

Project Title: COMPASS - Comprehensive Approach to Syndemic Screening and Same-Day Treatment

Subaward Budget Period: Start: 09/30/2025 End: 09/29/2026	Amount Funded This Action (USD): $ 265,650.00
Estimated Period of Performance: Start: 09/30/2025 End: 09/29/2027	Incrementally Estimated Total (USD): $ 265,650.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(b). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE shall direct written notice to the Subrecipient's Administrative contact, and Subrecipient shall direct written notice to the PTE's Authorized Official contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
Laura Walsh Digitally signed by Laura Walsh Date: 2025.11.26 09:01:28 -05'00'	Paul K. Pesserewski, Jr. 11/24/2025
Name: Laura Walsh, MPP, CRA Date	Name: Paul K. Pesserewski, Jr. Date
Title: Subaward Manager, Office of Sponsored Projects	Title: Mayor

Attachment 1
Certifications and Assurances

Subaward Number:
CON-80006102(GR130365)

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

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

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: CON-80006102(GR130365)

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable): Center for Substance Abuse Treatment

Federal Award Issue Date	FAIN	Assistance Listing No.
09/24/25	H79TI088364	93.243

Assistance Listing Program Title (ALPT): Substance Abuse and Mental Health Services_Projects of Regional and National Significance

Key Personnel Per NOA: N/A

This Subaward Is:

☐ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   https://www.samhsa.gov/
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-oct-2025.pdf
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   https://www.samhsa.gov/grants/grants-management/notice-of-award/terms except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:
Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: 42 CFR Part 50 Subpart F

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☐ No Human or Vertebrate Animals

☒ Human Subjects

IRB: Not required for the following reason: PTE is acting as the sIRB

☐ Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the Principal Investigator *as required above:*

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One): Applicable

Human Subjects Data will be exchanged under this Subaward (check all that apply):

☐ From Subrecipient to PTE

☒ From PTE to Subrecipient

The PTE will set forth the terms of the exchange of Human Subjects Data (Select One): In Attachment 7.

This section left intentionally blank

Additional Terms

HUMAN SUBJECTS RESTRICTION: The present subaward is being made without a currently valid certification of Institutional Review Board (IRB) approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted pending acceptance of the certification of IRB approval by the PTE and the Federal Awarding Agency. The restriction will be removed via subaward amendment.

No funds may be invoiced and no obligations may be made against Federal funds for research involving human subjects by the Subrecipient for any period not covered by an OHRP-approved Assurance and IRB approval consistent with the requirements of 45 CFR Part 46.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: CON-80006102(GR13021

PTE Information

Entity Name: Yale University

Legal Address:
Office of Sponsored Projects
25 Science Park, 150 Munson Street
P.O. Box 208327
New Haven, CT 06520-8327

Website: https://your.yale.edu/research-support/office-sponsored-projects

PTE Contacts

Central Email: gcat5@yale.edu

Principal Investigator Name: Frederick Altice, MD

Email: frederick.altice@yale.edu Telephone Number: (203) 737-2883

Administrative Contact Name: Laura Walsh

Email: laura.walsh@yale.edu Telephone Number: (203) 436-2491

COI Contact email (if different to above): gcat5@yale.edu

Financial Contact Name: Yale Shared Services

Email: yss.subcontracts@yale.edu Telephone Number:

Email invoices? (●) Yes ( ) No Invoice email (if different):

Authorized Official Name: Brenda Pachucki

Email: brenda.pachucki@yale.edu Telephone Number: (203) 785-7849

PI Address:

Internal Medicine
270 Congress Avenue
PO BOX 208098
New Haven, CT 06520-8098

Administrative Address:

Office of Sponsored Projects
25 Science Park, 150 Munson Street
P.O. Box 208327
New Haven, CT 06520-8327

Invoice Address:

Yale Shared Services
SUBAWARD INVOICES TO: yss.subcontracts@yale.edu

PLEASE FORWARD ALL SUBAWARD INVOICE PAYMENT INQUIRIES TO: askfinance@yale.edu

Attachment 3B

Subrecipient Contacts

Subaward Number: CON-80006102(GR130365)

Subrecipient Information for FFATA reporting

Entity's UEI Name: City of Waterbury, Connecticut

EIN No.: 06-6001900

Institution Type: City/Township Gov't

UEI: VF8HWQF5HSN3

Currently registered in SAM.gov: (•) Yes ( ) No

Exempt from reporting executive compensation: (•) Yes ( ) No *(if no, complete 3Bpg2)*

Parent UEI: N/A

This section for U.S. Entities:

Congressional District:

Zip Code Look-up

Zip Code+4: 06706-1109

Place of Performance Address

185 South Main Street
Waterbury, CT

Subrecipient Contacts

Central Email: N/A

Website: https://www.waterburyct.org/services/health

Principal Investigator Name: Aisling McGuckin, RN, MSN-MPH

Email: amcguckin@waterburyct.org Telephone Number: 203-574-6780 x7208

Administrative Contact Name: Nancy Bergmiller

Email: nbergmiller@waterburyct.org Telephone Number: 203-574-6780 x4688

Financial Contact Name: Rosh Magafour

Email: rmaghfour@waterburyct.org Telephone Number: 203-574-6780 x7253

Invoice Email:

Authorized Official Name: Paul K. Pernerewski Jr.

Email: ppernerewski@waterburyct.org Telephone Number: 203.574.6712 x7074

Legal Address:

185 South Main Street
Waterbury, CT 06706

Administrative Address:

185 South Main Street
Waterbury, CT 06706

Payment Address:

185 South Main Street
Waterbury, CT 06706

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
CON-80006102(GR130365)

Subrecipient:

Institution Name: City of Waterbury, Connecticut

PI Name: Aisling McGuckin, RN, MSN-MPH

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
CON-80006102(GR130365)

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of of the end of the month.

☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.

☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Principal Investigator within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Principal Investigator within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: No

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
CON-80006102(GR130365)

Statement of Work

(●) Below ( ) Attached, 1 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Cost Rate Information	Rate Applied: 15 %	**Cost Sharing**	No
Type: De Minimis Rate	Base: Modified Total Direct Costs	If Yes, include Amount: $	

Budget Details ( ) Below (●) Attached, 2 pages

Budget Totals

Direct Costs	$ 231,000.00
Indirect Costs	$ 34,650.00
Total Costs	$ 265,650.00

All amounts are in United States Dollars



DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

Statement of Work

The City of Waterbury Department of Health agrees to participate in the Substance Abuse and Mental Health Services Administration (SAMHSA) Hepatitis C (HCV) Elimination grant (1H79TI088364), as a subaward to Yale University's COMPASS- Comprehensive Approach to Syndemic Screening and Same-Day Treatment (Project Director Frederick Altice, MD).

The City of Waterbury Department of Health and has extensive experience conducting HIV/HCV testing and conducting overdose prevention with people who inject drugs.

Site duties include input into COMPASS design, community outreach and participant consent, assessment and enrollment, HCV/HIV screening, linkage to telehealth, HCV and MOUD treatment support and coordination, follow-up, and other wrap around services. The site will also participate in training and quality improvement learning collaboratives, COMPASS meetings, and coordinated educational campaigns.

Project goals include but are not limited to:

- Hire and train staff in Cepheid GeneXpert
- Conduct 160 HCV RNA tests
- Assist 28 participants in starting treatment for HCV
- Assist 25 participants in completing HCV treatment and receiving SVR4 lab work
- Purchase and track patient incentives
- Engage 100 clients in ≥2 documented wrap-around services
- Report data and activities in SAMHSA SPARS portal and Yale data collection platform

One Jefferson Square · Waterbury, Connecticut 06709-1102 · (203) 346-3903 · FAX (203) 346-2644

Name	DETAIL	Salary	Months	% Effort on Grant	
Senior/Key					
Aisling McGuckin	Principal Investigator		12	2%	0
Sam Bowens	Project Director	$95,000	12	35%	33,250
Other Personnel					
TBD	Outreach Worker	$56,000	12	100%	56,000
TBD	Outreach Worker	$56,000	12	100%	56,000
					0
	TOTAL SALARY:				**145,250**
FRINGE BENEFITS:					74,368
	TOTAL SALARY AND FRINGES:				**219,618**
CONSULTANTS:					
NAME	ROLE				0
NAME	ROLE				0
	TOTAL TRAVEL:				**0**
TRAVEL:					
Domestic Travel	Mileage Reimbursement				3,382
International Travel	DETAIL				0
	TOTAL TRAVEL:				**3,382**
SUPPLIES:					
Laptop	laptop for outreach staff				1,200
Lab and medical supplies	exam room and mobile outreach supplies				400
Project supplies	printing for project information				400
	TOTAL SUPPLIES:				**2,000**
OTHER EXPENSES:					
Patient Incentives	240 * $25 = $6000				6,000
EXPENSE 2	DETAIL				0
EXPENSE 3	DETAIL				0
EXPENSE 4	DETAIL				0
EXPENSE 5	DETAIL				0
					0
	TOTAL OTHER EXPENSES:				**6,000**
TOTAL DIRECT COSTS:					**231,000**
Indirect costs	Approved Indirect Rate:	*15%*			34,650
TOTAL COSTS:					**$265,650**

City of Waterbury

HCV Elimination Budget Justification

Personnel

Principal Investigator (2%): Aisling McGuckin will provide overall leadership, direction, and oversight for the project. Responsibilities include ensuring that project activities are conducted in alignment with the approved scope of work, monitoring progress toward deliverables, reviewing and approving reports, and overseeing compliance with institutional and sponsor requirements.

Project Director (35%) Samuel Bowens: Oversight of City of Waterbury Health Department COMPASS team. Oversees site budget. Provides supervision of outreach workers. Oversees staff training on Cepheid. Strategic planning and design with Yale COMPASS staff. Oversees reporting and compliance.

Outreach Worker (100%) TBN: Conducts HCV and other rapid testing (HIV,STI, TB, etc.), MOUD screening, referrals, linkage to care with telehealth APRN or other clinical providers. Assists patients with medication adherence activities. Provides wrap-around service referrals. Collects and enters data in SPARS. Collaborates with Yale to stock and order supplies.

Outreach Worker (100%) TBN: Conducts HCV and other rapid testing (HIV,STI, TB, etc.), MOUD screening, referrals, linkage to care with telehealth APRN or other clinical providers. Assists with medication adherence activities. Provides wrap-around service referrals. Collects and enters data in SPARS. Oversees social media.

Personnel total: $145,240

Fringe 51.2% = $74,368

Travel: Travel in outreach vehicles from health department to sites and return. $.70 per mile * 4,831.42 miles = $3,382.

Project Supplies:

Laptop: $1,200. Laptop for outreach worker to record and submit testing data, make referrals, communicate with project staff.

Lab and medical supplies: $400. Supplies for exam rooms and mobile outreach test sites: disinfectants, PPE, urine cups, white noise machines and air purifiers for exam rooms.

Project supplies: $400. Printing supplies for project flyers, consents, and HCV testing and treatment patient education.

Other:

Patient Incentives: $6,000.

- $25 per HCV RNA test = 161 * $25 = $4,025.

- $25 * 3 = $75 * 25 = $1,875 for HCV treatment participants

Indirect rate = 15%

Total = $265,650

Subaward Number:
CON-80006102(GR130365)

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ Not incorporating the NOA or any additional documentation to this Subaward.

FDP Subaward Amendment

Awarding Agency: SAMHSA | Amendment No: 1

PTE/Prime Award No.: 1H79TI088364-01 | Subaward No: CON-80006102(GR130365)

Pass-Through Entity (PTE)		Subrecipient
Yale University	Entity Name	City of Waterbury, Connecticut
gcat5@yale.edu	Contact Email	nbergmiller@waterburyct.org
Frederick L. Altice, MD	Principal Investigator	Sam Bowen

Project Title: COMPASS - Comprehensive Approach to Syndemic Screening and Same-Day Treatment

Cumulative Budget Period(s) (Agreement Start Date) – (End Date of Latest Budget Period)	Amount Funded This Action	Total Amount of Funds Obligated to Date
Start Date: 09/30/2025 End Date: 09/29/2027	$ 270,350.00	$ 536,000.00

Subrecipient Cost Share ☐ | Subject to FFATA ■ | Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement):

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

■ **Additional Budget Period**

Additional budget period 09/30/2026 - 09/29/2027 is hereby added to this Subaward.

☐ **No Cost Extension**

■ **Additional Funding**

Additional funding in the amount of $ 270,350.00 is hereby obligated to this Subaward.

☐ **Deobligation**

Carryover is Not Automatic Carryover across budget periods requires prior approval.

☐ **Carryover Authorized**

If carryover is not automatic, the "Total Amount of Funds Obligated to Date" stated above may not reflect the actual balance available. The Subrecipient is responsible for tracking unobligated balances and subsequent carryover approvals from prior budget periods. In the event that funding was not fully expended by the Subrecipient during the prior period, the Subrecipient is not authorized to use funds from any prior periods, unless approval is granted by the PTE.

■ **Detailed Budget/Scope of Work/Notice of Award Attached** (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

A Detailed Budget is incorporated by attachment to this Amendment.

■ **Other (See Below)**

- Human Subjects Restriction included in Attachment 2 of the original Subaward Agreement is hereby removed. Subrecipient may proceed with all Human Subjects research.

- Carryover is hereby changed from Automatic to Not Automatic. Remaining funds from the 2025-2026 budget period may not be used without a Subaward amendment authorizing carryover.

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:		By an Authorized Official of Subrecipient:	
Date		Date	
Name	Laura Walsh, MPP, CRA	Name	
Title	Subaward Manager, Office of Sponsored Projects	Title	

Name	DETAIL	Salary	Months	% Effort on Grant	
Senior/Key					
Sam Bowen	PI	$100,786	12	35%	35,275
Other Personnel					
Eric Hellmann	Outreach Worker	$55,984	12	100%	55,984
Edwin Rodriguez	Outreach Worker	$55,984	12	100%	55,984
					0
	TOTAL SALARY:				147,243
FRINGE BENEFITS:					80,689
	TOTAL SALARY AND FRINGES:				227,932
CONSULTANTS:					
NAME	ROLE				0
NAME	ROLE				0
	TOTAL TRAVEL:				0
TRAVEL:					
Domestic Travel	Mileage Reimbursement				800
International Travel	DETAIL				0
	TOTAL TRAVEL:				800
SUPPLIES:					
Lab and medical supplies	exam room and mobile outreach supplies				500
Project supplies					
	TOTAL SUPPLIES:				500
OTHER EXPENSES:					
Patient Incentives	240 * $25 = $6000				6,000
Cell phones	Patient Cell phones				2,000
Bus Passes	Bus passes for patients				500
Food	Food				500
EXPENSE 5	DETAIL				0
					0
	TOTAL OTHER EXPENSES:				9,000
TOTAL DIRECT COSTS:					**238,232**
Indirect costs	Approved Indirect Rate: *13%*				32,118
TOTAL COSTS:					**$270,350**

Yale

Form 1304 FR.03A
Subrecipient Information and Compliance Form

Revised: 1/15/2025

INSTRUCTIONS: Subrecipients submitting a subaward proposal to Yale (regardless of sponsor) must complete this form prior to Yale's proposal submission or as requested by Yale. **FDP Expanded Clearinghouse participants should complete the Yale Information, Subrecipient Information and Sections I to IV of this form and complete/sign Section IX (or submit this information in a format of their choice).** This form (or equivalent) must be signed/dated by the subrecipient's authorized organizational official. An incomplete form may delay or prevent the issuing of a subaward. Do not complete this form if the subrecipient is a Federally Funded Research & Development Center or a National Laboratory.

Yale Information			
Principal Investigator (PI) Name:	Frederick Altice, MD	**Prime Sponsor:**	SAMHSA
Project Title:	Comprehensive Approach to Syndemic Screening and Same-Day Treatment (COMPASS)		

Subrecipient Information			
Legal Name:	City of Waterbury, Connecticut	**Unique Entity Identifier (UEI):**	VF8HWQF5HSN3
PI Name:	Samuel F. Bowens, CHW	**Total Funds Requested:**	$270,350.00
Performance Period – From:	9/30/2025	**Performance Period – To:**	9/29/2027
Administrative Contact if Award is made:	Ryan Borg		
Administrative Contact Email:	rborg@waterburyct.org		

Section I: Proposal Documents Included					
Statement of Work *(required)*	☑	**Budget** *(required)*	☑	**Budget Justification** *(required)*	☑
Other supporting documentation to be included with the submission of the proposal:					
Small/Small Disadvantaged Business Subcontracting Plan *(in agency/required format required for proposals for federal contracts over $750,000)*:	☐				

Section II: Use of Human and Animal Subjects		
1. Does the Subrecipient's proposed research involve the use of human subjects?		○ Yes *(continue to question 1A)* ◉ No *(skip to question 2, below)*
A	Did the research receive Institutional Review Board (IRB) approval or is approval pending?	○ IRB Approved ○ Pending
B	Enter the IRB protocol number and approval date:	
C	Enter institutional Federal wide Assurance (FWA) Number:	
2. Does the Subrecipient's proposed research involve the use of animal subjects?		○ Yes *(continue to question 2A)* ◉ No *(skip to Section III, below)*
A	Did the research receive Institutional Animal Care and Use Committee (IACUC) approval or is approval pending?	○ IACUC Approved ○ Pending
B	Enter IACUC protocol number and approval date:	
C	Enter the animal welfare Assurance Number:	

Section III: Debarment, Suspension & Exclusions	
Is the subrecipient, PI, or any other employee, or student participating in this project debarred, suspended or otherwise excluded from or ineligible for participation in federal department, agency, assistance programs or activities?	◉ No ○ Yes – *If "Yes," please list the individual(s) by name and role on the project:*

Section IV: FDP Expanded Clearinghouse	
Is the subrecipient a participant of the FDP Expanded Clearinghouse?	○ Yes *(skip to Section IX, below)* ◉ No *(continue to Section V)*

Section V: Site Information					
EIN:	06-6001900	**Congressional District:**	CT-005	**SAM Registered:**	(•) Yes ( ) No
Location of Subrecipient *(City, State, Zip + 4 and Country):*	Waterbury, Connecticut, 06706-1109, USA				

Section VI: Facilities and Administrative ("F&A") and Fringe Benefit ("FB") Rate Information	
The F&A rate(s) applied in this proposal are based on ***(check applicable box):***	
( )	Our federally negotiated F&A rate(s) for this type of work, or a reduced F&A rate that we hereby agree to accept. *Attach a copy of your F&A rate agreement.*
( )	Other rate(s) *(please specify the basis on which the rate has been calculated in the* ***Comments*** *section below).*
(•)	Our organization does not currently have a federally negotiated F&A rate. We therefore select the applicable **de minimis** rate. **Note: If a federally negotiated rate existed and has since expired, please provide a copy of the agreement along with this form.**
( )	Our organization is a foreign entity and does not currently have a federally negotiated F&A rate. Because this is an NIH proposal, the 8% modified total direct costs (MTDC) F&A rate is applied.
( )	Not applicable (no F&A cost requested)
FB rate(s) applied in this proposal are based on: ***(check applicable box)***	
( )	Rates consistent with or lower than our federally negotiated FB rates. *Attach a copy of the FB agreement.*
( )	Other rates *(specify the basis on which the rate has been calculated in the* ***Comments*** *section below).*

Section VII: Conflict of Interest ("COI") Requirement		
Applicable to all PHS, NSF, and any other sponsor requiring adherence to the PHS regulations or that have similar requirements. *(Check applicable box):*		
(•)	Subrecipient hereby certifies it **has implemented** and is enforcing a written policy of financial **conflict of interest** compliant with the **Public Health Service (PHS)** provisions of 42 CFR Part 50, Subpart F and 45 CFR Part 94 and all individuals responsible for the design, conduct or reporting of research for the proposal have made required disclosures. All required reports and disclosures have been made to the Subrecipient's institutional official in accordance with this policy. Full list of PHS agencies and other sponsors that have adopted the PHS regulations can be found here. ***Publicly available weblink to PHS-compliant COI policy must be provided in below box.***	
Financial COI Policy URL:	https://www.waterburyct.org/services/financialdisclosure	
( )	Subrecipient has **not** implemented a written policy of financial conflict of interest compliant with PHS provisions of 42 CFR Part 50, Subpart F and 45 CFR Part 94. **Failure to have an appropriate compliant policy may jeopardize the Yale/Subrecipient proposal submission.** Subrecipient will complete a temporary Yale disclosure form for those individual(s) listed in the proposal as responsible for the design, conduct, or reporting of research and submit the form(s) to Yale's Office of Sponsored Projects prior to the proposal submission deadline. **In addition, Subrecipient certifies that it will have its own PHS-compliant Financial COI policy in place at time of award. Note: Subrecipient will not receive a subaward until a compliant policy is implemented. Yale recommends Subrecipient initiate this process immediately upon notice of funding.**	
If the prime sponsor is the National Science Foundation (NSF), the subrecipient certifies that it has implemented and is enforcing a written policy of financial conflict of interest compliant with the NSF's Conflict of Interest policy and that all individuals responsible for the design, conduct or reporting of research for the proposal have made required disclosures. All required reports and disclosures have been made to the subrecipient's institutional official in accordance with its policy. Failure to have a compliant NSF policy prohibits the subrecipient to participate in this proposal submission unless otherwise exempted. (See NSF PAPPG Chapter IX – Grantee Standards.)		( ) No ( ) Yes (•) N/A – the Prime Sponsor is not NSF
If the prime sponsor is the Department of Energy (DOE), the subrecipient certifies that it has implemented and is enforcing a written policy of financial conflict of interest compliant with the DOE's Conflict of Interest policy and that all individuals named within the proposal, or participating in the purpose, design, conduct, or reporting, of the project funded by DOE or proposed for funding by DOE have made the required disclosures. All required reports and disclosures have been made to the subrecipient's institutional official in accordance with its policy. **Failure to have an appropriate compliant policy may jeopardize the Yale/ Subrecipient proposal submission.**		( ) No ( ) Yes (•) N/A – the Prime Sponsor is not DOE
( )	Not applicable because this project is not being funded by PHS, NSF, or DOE.	

Section VIII: Audit Status *(check applicable boxes)*

◉ The Subrecipient is subject to an annual audit in accordance with 2 CFR Part 200 Subpart F.

Most recent fiscal year completed:	FY 2024	Were there any audit findings?	○ Yes ◉ No

○ Audit report is available on the Federal Audit Clearinghouse (FAC) website, or
◉ Audit report is available at this URL: https://www.waterburyct.org/filestorage/103431/104698/1047(or
○ Audit report is attached, or
○ Other *(please provide explanation in the Comments section below).*

○ The Subrecipient is **not** subject to 2 CFR Part 200 Subpart F requirements.

Most recent fiscal year completed:	FY	Were there any audit findings?	○ Yes ○ No

○ Most recent audit report is attached.
○ If audit report does not exist, provide most recent financial statements.
Note: Report/Statements must be provided in English.

Comments *(if applicable)*

Section IX: Subrecipient Certification

As an authorized official of the named subrecipient, I certify that the information and representations above are complete and accurate to the best of my knowledge

In addition, the appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreement consistent with those policies.

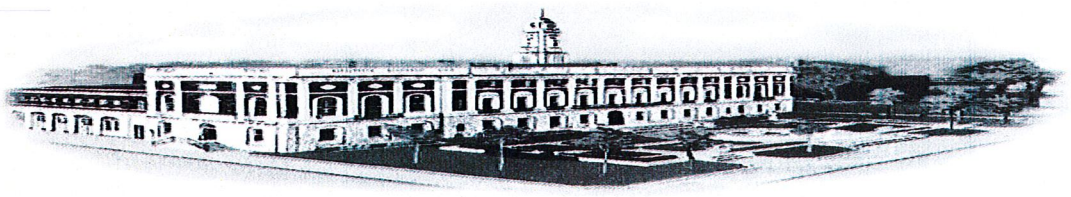
I confirm that my institution is aware all foreign subrecipients receiving NIH funds are subject to the regulations reflected in NOT-OD-23-133 and NOT-OD-23-182. We are also willing to abide by all requirements should an award be issued.

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Lastly, the information submitted within the proposal is true, accurate, complete, is the original work of the subrecipient's PI, and to the best of my knowledge has not been used by other individuals in the preparation and submission of a similar grant application. If Yale receives the above proposed award, this entity is prepared to accept a subaward. ***Note:*** Any work begun and/or expenses incurred prior to the execution of a subaward agreement are at the subrecipient's own risk.

Name and Title of Authorized Official:			
Phone Number:		**Fax Number:**	
Email Address:		**Date:**	
Signature of Subrecipient's Authorized Official:			

#15



The City of Waterbury
Bureau of Water and Water Pollution Control

October 20, 2026

Board of Public Works
c/o City Clerk's Office
236 Grand Street
Waterbury, Connecticut 06702

Re: Refunds

Dear Honorable Board:

I respectfully request the following Water & Sewer refunds be placed on the agenda of the Board of Public Works meeting scheduled for Tuesday, October 27th, 2026. Upon the Board of Public Works approval, please forward to the Board of Aldermen for its approval:

Name	Service Location	Reason for Refund	Refund Amount
Waterbury Reidville Drive LLC	410 Reidville Drive	Water/Sewer adjustments created a credit on the account	347.31
		Total refunded amounts	**$347.31**

Thank you for your consideration in this matter.

Respectfully Submitted,

Marc Levesque, Billing Supervisor
Utility Administration Division

Dept Approval:

Jim Berthelson
Controller, Utility Administration Division

Ramon Esponda
Superintendent of Water

WATERBURY CITY CLERK
RECEIVED
2026 OCT 22 P 2:04

(1)

The Honorable Board of Aldermen
City of Waterbury
235 Grand Street
Waterbury, CT 06702

November 5, 2026

RE: Community Investment Fund 2030 Round 10 – Freight Street Remediation and Redevelopment Project

Dear Honorable Members of the Board of Aldermen,

I am writing to request approval of the attached grant application in the amount of $10,000,000 from the State of Connecticut's Community Investment Fund (CIF) 2030 Round 10, administered by the State of Connecticut's Department of Economic and Community Development.

There is no cost share requirement for this grant funding opportunity.

WDC is seeking, on behalf of the City of Waterbury, this additional $10,000,000 to continue the environmental remediation at the city owned properties of 130 Freight Street, 170 Freight Street, and 000 West Main Street. These three contiguous parcels total 20.59 acres.

This year concrete slab removals and environmental remediation began utilizing funding from CIF Round 1, Naugatuck Valley Council of Governments Revolving Loan Fund, and State of Connecticut Department of Energy and Environmental Protection held trust funds. This first phase witnessed approximately 5,500 tons of environmental waste from 170 Freight Street and approximately 1,050 tons of environmental waste from 130 Freight Street removed from the ground and properly disposed. Existing CIF funding will pay for our second phase of environmental remediation scheduled to begin later winter/early spring 2027. However, even with currently available funding, millions of dollars of additional environmental clean-up money is required prior to redevelopment of the site.

The previously approved Project Authorization Letter (2022), grants WDC the ability to manage this projects and to apply for, on behalf of the City of Waterbury, additional Federal and/or State Funding as may be required to complete this project.

Section 112 of Public Act 21-111, as amended, authorizes the State of Connecticut's Bond Commission to issue bonds in the amount of one hundred and seventy-five million dollars ($175,000,000) per year for each fiscal year ending June 30, 2023 through 2027, for the purpose of funding the Community Investment Fund ("CIF") to eligible public investment communities and alliance districts. Two rounds of funding are available each fiscal year. The CIF program provides a unique opportunity for Waterbury, a Public

Investment Community and Alliance District, to further projects that promote economic or community development and enable consistent and fair treatment of all, especially underserved, individuals.

This grant, if awarded, would be fully allocated towards the continued environmental clean-up at the Freight Street parcels.

This Board's approval of this grant application would allow WDC to electronically submit the grant application, acting as the Mayor's authorized representative, and authorize the Mayor to execute all documents necessary for the funding of the State of Connecticut's Community Investment Fund Grant(CIF) 2030 Round 10, administered by the State of Connecticut's Department of Economic and Community Development. Upon this Board's approval, the attached Municipal Certification of Eligibility for Discretionary State Funding and Municipal Certified Resolution will be certified by the City Clerk to verify the City's eligibility to receive funding under this grant program.

This application is due to the State of Connecticut's Department of Economic and Community Development no later than December 4, 2026 via the State's EUNA Grant Application Portal.

As always, please do not hesitate to contact me with any questions, comments, or concerns you may have.

Zachary Keith
Economic Development and Grant Manager

Attachments:

Due to the file size of the attachments for the grant application, they have not been printed but are available on this link: https://ftp.waterburyct.org/s/wjfjXNc4dXics52

Certified Resolution of the Governing Body-2 Pages (available on the link and is also printed)
CIF Round 1 Assistance Agreement -28 Pages
Conceptual Plans-290 Pages
Delegation Letter of Support-5 Pages
Community Letters of Support-26 pages
Drawings-11 Pages
Environmental Reports-16,300 Pages
Feasibility and Market Study-118 pages
Good Jobs Ordinance-7 Pages
Locational Maps-6 Pages
Municipal Certification of Eligibility for Discretionary Spending-3 Pages(Available on the link and is also printed)
Project Agreement-126 Pages
Professional Estimates-30 Pages
Property Owner Documentation-17 Pages
Tax Assessor Property Cards-8 Pages

Project Information

Application Information

Freight Street Remediation and Redevelopment

$10,000,000

Total Award Budget

$10,000,000

Primary Contact Information

Zachary Keith

Keith@wdconline.org

83 Bank Street 3rd Floor

203-346-2607 ex 7287

Project Description

PART A: THRESHOLD

ELIGIBILITY

ADVISORY NOTE

The Euna form may time out if there is no activity for a period of time (20 minutes), and unsaved work may be lost. The form may also fail to save if there is a pending action - such as an upload that has not completed - or an error caused by an incomplete mandatory field or required step. As a best practice, save frequently. DECD also strongly recommends completing the provided Word version of your form first and assembling all required attachments/uploads - especially mandatory ones - before entering information into the Euna system.

Section I - Applicant Information

1. Name: City of Waterbury

2. This Capital Project Application is a

○ x New application

○ Partially funded CIF project

○ Re-application (not funded)

○ New Capital Project related to a previously funded Planning Project

3. For partially funded project - Which Round? (two digits)
4. For re-application - Which Round? (two digits)
5. For New Capital Project related to a previously funded Planning Project - Which Round? (two digits)
6. Applicant Federal Employer Identification Number (FEIN): 06-6001900
7. Primary Contact Name: Zachary Keith
8. Primary Contact Title: Economic Development and Grants Manager
9. Primary Contact Email: keith@wdconline.org
10. Primary Contact Phone: 203-346-2607 ex 7287
11. Please provide the street address(es) of the site of the proposed capital improvement(s). 130 Freight Street, 170 Freight Street, and 000 West Main Street

12. Total Project Budget

$10,000,000

NOTE: The Total Project Budget must be at least $1,500,000

13. Has this PROJECT received prior CIF funding? Note: This question is specific to the PROJECT.

○ xYes
○ No

14. Please explain prior PROJECT CIF funding: Under CIF Round 1, the City of Waterbury was awarded $10 million towards Freight Street. $5,449,137.50 amount was used this year, under contract with Manafort Brothers, towards slab removal and environmental remediation at 170 Freight Street, leaving a balance of $4,550,862.50. The intention is to advertise for the next phase of slab removal and environmental remediation using the balance of the CIF Round 1 funding.
15. PROGRESS WITH PRIOR CIF FUNDING: Has the PRIMARY APPLICANT received any previous CIF funding? Note: This question is specific to the PRIMARY APPLICANT.

○x Yes
○ No

16. Include any previous CIF funding for the PRIMARY APPLICANT and a brief status of each award.

CIF Round 1-Freight Street -$10 Million, $5,449,137.50 has been used for slab removal and monitoring at 170 Freight Street, leaving a balance of $4,550,862.50. WDC on behalf of the City anticipates issuing a public competitive bid for environmental cleanup and professional services by the end of January 2027 for further environmental remediation, utilizing the balance of CIF Round 1 funding.

CIF Round 6-West Main Street Utility Project-$4 million. The assistance agreement was fully executed this year and WDC on behalf of the City of Waterbury will issue a public competitive ITB before the end of the year for the sanitary and storm sewer reline portion project.

PART A (THRESHOLD ELIGIBILITY SECTION)

Applicants may be denied funding based on the Threshold Eligibility Section without the review of rest of the application.

Section II - Other Eligibility Criteria

1. Capital Project - The applicant is a

○x Municipality
○ Non-profit Organization OR Community Development Corporation

1a. Non-profit: Please provide your mission statement. 100 word limit

2. What municipality(ies) is the project located in?: *Waterbury

3. Is this municipality a Public Investment Community, an Alliance District, and/or a Distressed Municipality?*

Public Investment
Community x
Alliance District x
Distressed Municipality x
No

Please visit [Census Tracts Identified for PA 23-205] to verify whether your project is in an HPLO area.

4. Is your project in an HPLO area?

xYes
No

5. Is the site located within half-mile radius of one of the existing or planned stations on Metro North, Shore Line East, Hartford Line, CTFastrak Busway transit lines?

xYes
No

6. Provide the distance to the nearest Metro North, Shore Line East, Hartford Line, or CTFastrak Busway stop. The property is 0.3 miles away from the Waterbury Metro North Train Station.

7. Please describe location relative to the nearest mass transit stop:

The property is a 0.3 miles away from the Waterbury Metro North Train Station.

8. Please explain how your Non-Profit Organization serves the eligible municipality, including the organization's mission and activities. Please provide annual service statistics. If there are multiple partners, all partners must demonstrate how they serve the eligible municipality. (300 word limit)

Waterbury Development Corporation (herein referred to as “WDC”) is a 501(c)3 entity operating pursuant Connecticut General Statute Chapter 34 and City Ordinance 31.269. It is the designated Economic Development Agency for the City of Waterbury.

9. Please explain how your Community Development Corporation serves the eligible municipality, including the organization's mission and activities. Please provide annual service statistics. If there are multiple partners, all partners must demonstrate how they serve the eligible municipality. (300 word limit)

10. Using third person language ONLY, please provide a brief summary of the proposed project and impacts. (300-word limit)

The project area is composed of three contiguous parcels that once formed the Anaconda-American Brass and later EWR and Phoenix Soil complex (130 and 170 Freight Street, and 000 West Main Street). In 2026, utilizing CT DEEP Trust Funds and NVCOG-RLF, WDC via a public competitive bid contracted with Manafort Brothers for interim hotspot remediation at 000 West Main and 130 Freight Street. Using CIF Round 1 Funds, the City contracted with Manafort Brothers for the slab removal and soil remediation at 170 Freight Street.

WDC has applied for $6 million for 130 Freight Street under DECD RG 24 and also fully intends to apply for EPA funding for 130 Freight Street once the guidelines are issued. Tighe & Bond, the LEP of record, has prepared a draft remediation estimate for 130 Freight Street/000 West Main Street dated September 22, 2026 and an estimate for 170 Freight Street dated September 8, 2025 and if awarded Round 24 funding and this CIF Round 10 application, WDC would publish a competitive bid for environmental cleanup and

professional services. (Note: 130 Freight Street, 170 Freight Street, and 000 West Main Street are contiguous yet legally separate parcels which combined constituted the former Anaconda Brass complex.)

The requested funds under this CIF Round 10 would be used to continue the environmental remediation started on the brownfield sites within Freight Street redevelopment area. Although the property (130 Freight Street and 000 West Main Street) received a DEEP Stewardship Permit in December 2024, several Solid Waste Management Units (SWMUs) and other areas of environmental concern will remain after the currently funded work is completed, requiring additional remediation before the site can be fully redeveloped. Once the currently allocated funding has been exhausted, significant remediation work will remain at the site.

11. Identify the target population for your proposed project. (100 word limit)

The target population includes several vulnerable populations within .25 miles. According to the American Community Survey (ACS) 5 Year Estimates, this census tract (3523) had an unemployment rate of 5.6% compared to the City's unemployment rate of 5.5% and the State's unemployment rate of 5.6% (2025). The latest ACS identifies the background of the residents in census tract 3523 as the following: 31.8% black/African American, Two or more races: 38.7%; Hispanic or Latino: 31%; and White Alone: 25.8%. According to the 2025 CDC update, census tract 3523 has an asthma rate of 12.3% compared to 10.5% in CT and 8.0% national average. These health outcomes could be associated with the contaminants and pollutants present at the site and other properties throughout Waterbury, creating a sense of urgency to secure funding for remediation and cleanup.

How does your project help underserved and marginalized communities? Explain how this project furthers consistent and systematic fair, just and impartial treatment of all individuals, including individuals who belong to underserved and marginalized communities that have been denied such treatment, such as Black, Latino and indigenous and Native American persons; Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender and queer persons and other persons comprising the LGBTQ+ community; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. Explain how your project:

a. promotes new economic outcomes

b. benefits workforce or job access

c. provides other benefits or assets that promote equitable economic growth and capacity building.

The remediation and ultimate redevelopment of the site will benefit those that live within the neighborhood through updated housing, commercial/retail opportunities, and providing more greenspace options while removing the threat of living near a contaminated site. Contamination impacts all groups equally and until the site is remediated no groups will be able to benefit from this. Once the property is remediated and it can be redeveloped into mixed use workforce housing adjacent to the Metro North Train Station.

12. Provide details on how your project helps underserved and marginalized communities: (500 word limit)

This CIF Round 10 application would help the underserved and marginalized communities, as it would continue to fund remediation of hazardous waste and remove contaminants from 20.59 acres of land, which can then be redeveloped into housing and commercial/retail jobs can be created, which will allow for the residents to have nearby employment and services. The City has some of the lowest median household incomes in the State. As of the 2024 American Community Survey (ACS), Median Household Income (MHI) for the City is $51,886, less than 50% of Connecticut's $96,049 state-wide MHI. The proposed remediation and conceptual redevelopment project is committed to achieving Environmental Justice Goals by removing the environmental hazards that exist on the site in an area with vulnerable populations. The Freight Street District has an unemployment rate of 5.6% with an economically impoverished and disproportionately impacted population. Approximately 30.4% of census tract 3523, according to the American community survey 2025, is below the poverty line and within that approximately 45.6% of zip code 06702 is below the poverty line according to the ACS 2024.

Any funding dedicated to the cleanup efforts at the site will directly influence economic opportunities, grand list growth and create hundreds of long-term employment and workforce housing opportunities for residents of the Target Area, the City, and for the region.

The Freight Street District, census tract 3523, would most benefit from these funds as vulnerable and disproportionately impacted populations live in the target area. This grant will help to provide residents with cleaner land and air, improving public health and overall quality of life for the Freight Street District. The remediation and ultimate redevelopment of the site will benefit those that live within the neighborhood through greenspace which is lacking in this district.

The Site is part of the Central Business District, is located adjacent to a federal Opportunity Zone, within a State Enterprise Zone, and within the new Municipal Redevelopment Authority Transit Oriented District, creating prime opportunities for redevelopment. The State of Connecticut Department of Transportation is in the process of constructing a new ADA accessible Train Platform, along with an indoor waiting room with bathrooms, inside the historic train station.

13. How does this project impact the social and economic issues or challenges facing this population? (300 word limit)

This project affects the social and economic issues or challenges facing this population through continued remediation and eventual redevelopment of the site. The City is disproportionately impacted by economic burdens and environmental hazards, including dozens of brownfield sites. These challenges not only create hardships for its sensitive populations, but also significantly constrains the City's ability to secure adequate remediation funding to alleviate environmental and health risks at all these sites. The City continues to apply for State of Connecticut funding, as well as, Federal funding to continue the remediation at this site, given the impossibility of the City funding this remediation effort itself. Without this DECD CIF Round 10 funding, remediation and redevelopment at this Site could not proceed any further. Given the size of the Site and the extent of contamination, multiple funding sources are required. This grant would leverage $11,850,000 invested into in the Freight Street District Remediation and Redevelopment Project, enabling the City to continue remediation of the entire 20.59 acres and bring the Site back to the community.

14. How is community engagement factored into your project? Explain the specific process for engaging and involving the target population to identify the problem, develop a solution, and plan for this project. (300 word limit)

The City has been collaborating with various community organizations, including Neighborhood Councils and Associations, the two large hospitals (Waterbury and Saint Mary's), major universities (UCONN Waterbury, Post University, CT State Community College-Naugatuck Valley), public and private schools, financial institutions and foundations, and more throughout the planning and demolition phases of the project. The City will continue to communicate project progress to the local community by way of city websites, social media and the local newspapers (the daily Hearst Media-Republican American newspaper and Hartford Business Journal), as well as, public meetings and community events. Any public meetings will be hybrid to increase accessibility and offer an alternative to in-person engagement, with a translator available. Input from the community will be gathered through public visioning sessions to obtain feedback for final site reuse. Residents and stakeholders will have ample opportunities to share comments and ask questions regarding the site via public commentary periods as well as online options (social media, email, etc.) Community input will be considered as part of the decision-making process and used to guide reuse plans. All comments will be responded to at the end of any public commentary period. WDC will periodically hold publicly information sessions, providing updates on the site to the public. In addition all WDC, Board of Directors meetings are open to the public.

15. Will your project leverage municipal, private, philanthropic, or federal funds?

Yesx
No

16. Please describe the sources and amounts of leveraged funds. This project has previously received the following funds broken down by Site:

The Freight Street District received a $188,997 grant from CT DECD which funded the Freight Street Redevelopment Strategy in 2018.

130 Freight Street/000 West Main Street: $1.5 Million in DECD Urban Act Funds which was used for demolition (2021); $200,000 in NVCOG RLF Funds which was used for LEP services (2021); $2 Million in DECD Brownfield Round 13 which was used for demolition (2022), $356,948.43 ARPA funds which was used for LEP services in 2022; $500,000 in NVCOG RLF funds which was used for interim remediation at 000 West Main Street (2024); and $1 Million in Trust Funds held by CT DEEP used for interim remediation (2026).

170 Freight Street: $200,000 in DECD Brownfield Round 15 which was used for LEP services (2022); $2,300,000 in ARPA Funds which was used for the site purchase in (2022); $4,059,700.88 in ARPA County Funds which was used for demolition and LEP services; $350,000 in NVCOG RLF funds which was used for LEP services (2023)

The CIF Round 1 award of $10 million covers all three sites.

The project also leverages a $14M federal TIGER grant, followed by a $23.1M RAISE Grant, allowing for the modernization of all storm and sanitary sewers, larger diameter water main, new sidewalks, for all modes of transportation. The City has also received a $4 million grant under

CIF round 6 which will reline the sanitary and storm sewers on West Main Street. The State of Connecticut DOT has invested in replacing the train platform ($27.7 Million), as well as, construction of an indoor waiting room in the historic train station ($11.3 Million); with a completion date of May 2028. Our entire project area lies within the CT Municipal Development Authority District which opens up the opportunity for developers to seek funding in redeveloping the property once the remediation is further along. The Waterbury Housing Authority is constructing 46 new affordable residential units on West Grove Street which is 0.5 miles away from Freight Street. In addition, the City was awarded a matching grant for the renovation to the Historic Hayden Park in the amount of $720,000, also 0.5 miles away from Freight Street.

17. Does your application include a current letter of support from one or more members of the General Assembly in whose district the project will be located?

Yesx
No

17a. Please upload letters of support from General Assembly. Attached

18. Please list all letters of support provided in the following format:
NAME(FIRST/LAST), TITLE, ORGANIZATION/AFFILIATION

- Hartley, Joan, Senator; Pizzuto, Dr. William, Representative; Butler, Larry, Representative; Reyes, Gerry, Representative; and DiGiovancarlo, Michael, Representative -Delegation Letter of Support
- Nerney, Robert, City Planner, City of Waterbury
- McGuckin, Aisling, Director, Waterbury Department of Public Health
- Denze Sr, Arthur, President, Neighborhood Council
- Dunne, Rick, Executive Director, Naugatuck Valley Council of Governments
- Nardozzi, Dr. James, Executive Director, Waterbury Development Corporation
- Jacoby, Kristin, President and Chief Professional Officer, United Way of Greater Waterbury
- Ward, Lynn, President and CEO, Greater Waterbury Chamber of Commerce; Awwad, Cathy, President and CEO, Northwest Regional Workforce Investment Board; Burns, Robert, Director, Mattatuck Museum; Albini, Nick, Executive Director, Manufacturing Alliance Service Center; Weymouth, Deborah, President, Waterbury Hospital; Tavera, Frank, CEO; Palace Theater; Hoeft, DR. Fumiko, Campus Dean and Chief Administrative Officer; Pesce, Dan, Director, Main Street Waterbury; O'Rourke, Jim, Interim Director, Greater Waterbury YMCA; Lopez, Victor, Executive Director, Hispanic Coalition of Greater Waterbury; and Dorso, Chris, Executive Director, Housing Authority of the City of Waterbury; Taylor, Kathy, President and CEO, Connecticut Community Foundation

19. Please consolidate all letters of support into one document and upload that document here. Please upload the letter of support from the General Assembly separately in the area provided above (if provided). attached

20. Has this municipality implemented local hiring preferences pursuant to section 7-112 of the General Statutes?

xYes
No

21. Does this application include a project labor agreement or other employment proposal to employ ex-offenders or individuals with physical, intellectual, or developmental disabilities?

Yes
xNo

21a. Upload project labor agreement or other employment proposal:

22. How does the proposed project transform the community and target population? (300 word limit)

The project transforms the community and target population through the investment into the remediation and redevelopment of the 20.59 acres of City owned land in the Freight Street district of the Central business District. This investment will make the City owned land ready for private development which will leverage further private development on the other parcels of Freight Street. The investment into our brownfields to bring them back onto the tax rolls will help create much needed housing and commercial and retail spaces which can provide jobs in this census tract. Waterbury's housing stock is 55% renter occupied and nearly one third was built before 1940. There is a great need in the city for more housing and updated housing units. The site is currently 0.3 miles to the Meadow Street entrance of the Train Station and the CT Municipal Development Authority, as part of the proposal redevelopment a pedestrian bridge would be built over the tracks for ease of connecting the Freight Street district to the CBD. This project also improves the health of the district through the remediation of the soil and ground water through the removal and disposal of the current on site contamination from years of manufacturing and environmental waste processing.

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23. How is the applicant leadership team representative of the community being served? (300 word limit)

The applicant for the Project is the City of Waterbury. Waterbury Development Corporation (WDC) will manage the project and act as Project Manager, acting under the Master Municipal Agreement project specific Project Authorization Letters - overseeing timeline & budget, as well as, overseeing all contractors and licensed environmental professionals. Ms. Mansi Doshi, an Environmental Engineer, is the WDC Project Manager assigned to the demolition, debris removal, and remediation of this complex. She has successfully overseen the demolition of 8 buildings on the 130 Freight Street parcel in 2021, the demolition of the 170 Freight Street Buildings, and interim remediation at the site. Zachary Keith, Economic Development and Grants Manager, has been with WDC for 9.5 years, will submit the grant application and develop RFP for the redevelopment of the site. Robert Dowd, WDC Project Manager, has 30 years of experience with Toll Brothers developing housing, will help oversee the redevelopment of the site. Dr. James Nardozzi, Executive Director of WDC and Waterbury resident, oversees the entire redevelopment project. Michael Leblanc, City of Waterbury Director of Finances, and Suzanne Pleasant, City of Waterbury Grants Manager will oversee all requisitions to the State of Connecticut.

24. If this is a re-application, please respond to any Areas for Improvement identified in the DECD Executive Summary from your last application. Provide any updates to the project since the most recent application was submitted. (1000 word limit)

Not applicable

25. If this project has been partially funded, please demonstrate the need for additional funding requested. (1,000 word limit) This project previously received $10 million CIF Funding under CIF Round 1. Approximately $5.4 million of that CIF grant has been used this year, pursuant to a public competitive bid, which was awarded and contracted with Manafort Brothers for the slab removal and soil remediation at 170 Freight Street. This initial effort this year did not complete the slab removal and soil remediation at 170 Freight Street due to the discovery of additional hazardous waste materials found buried under a slab increasing project complexity and extended demolition, waste characterization, transportation, and disposal activities.

On 130 Freight Street and 000 West Main Street the $1 Million in CT DEEP Trust Funds and the $500,000 in NVCOG RLF funding was used for interim remediation. This interim remediation was awarded to Manafort Brothers pursuant to a public competitive bid. Following this interim remediation, extensive slab removal, soil, and hazardous waste removal requirements still exist on the site.

The firm Tighe & Bond, WDC's Licensed Environmental Professional (LEP) of record recently issued cost estimates for 170 Freight Street, 130 Freight, and 000 West Main Streets in the ~$60M range. These cost estimates include LEP services (preparation of plans and specifications, and environmental monitoring), slab removal, soil remediation, disposal, capping, and related contingencies. Although WDC has taken an official position that Tighe & Bond's cost estimate is excessive (see attached letter from James Nardozzi to Tighe & Bond) as it fails to consider how the redevelopment of the site would be designed to minimize and cap the most environmentally challenging areas of the site via engineering controls, parking lots, etc., the fact remains that without the infusion of further grant funding through the State of Connecticut (DECD and DEEP), as well as the United States Environmental Protection Agency, this site will be unable to cleaned and redeveloped for human use and occupancy.

WDC intends to issue a public competitive Invitation to Bid for environmental cleanup and professional services utilizing the balance of the CIF Round 1 funding for the next phase of slab removal and soil remediation to continue our clean-up efforts.

26. If the project has previously received CIF Planning Grant funding, please describe how planning activities have resulted in a shovel-ready project. (1,000 word limit)

Not applicable.

PART B: PROJECT INFORMATION

ADVISORY NOTE

The Euna form may time out if there is no activity for a period of time (20 minutes), and unsaved work may be lost. The form may also fail to save if there is a pending action - such as an upload that has not completed - or an error caused by an incomplete mandatory field or required step. As a best practice, save frequently. DECD also strongly recommends completing the provided Word version of your form first and assembling all required attachments/uploads - especially mandatory ones - before entering information into the Euna system.

Section I - SMART Metrics

GOAL 1: SPECIFIC - What socioeconomic metric or measure am I planning to impact for my stated Target Population by undertaking this project? What is my current baseline outcome or service level for this metric?
What is the target outcome or service level which will I reach for this metric after completing this project? Project success will be both directly related to evaluation indicators surrounding public health, the environment, and the economic values of the properties on Freight Street including the number of brownfield acres fully remediated by the end of this project and through financial and social nature, such as the number of acres of greenspace created, the amount of private investment utilized and/or amount of funding leveraged, and the number of jobs created/retained. This relates to CIF's goals, as CIF aims to promote economic and community development and further equity/fair treatment for disadvantaged communities. Remediation activities have direct, measurable indicators in relation to public health. Social determinants of health, such as the outcome on the physical environment, employment opportunities, and any changes to socioeconomic status of environmental justice communities must also be measured in order to fully characterize the success of this project for such sensitive receptors.

1a. GOAL 1: Metric or Measure After remediation and redevelopment of this project site, property values are anticipated to increase. Commercial-use buildings will attract businesses into the area and result in job creation, additions to the City's Grand List of taxable property, much needed workforce housing, and open green space in an area of dense population of few recreational spaces.

1b. GOAL 1: Baseline - Enter Numerical Value The current appraised value of the site is $1,095,300.
1c. GOAL 1: Target - Enter Numerical Value We believe the post-remediation value could be close to $12.7M based on a similar project that was completed. For instance, in 2006 the former Mattatuck Manufacturing plant on East Main Street in Waterbury which was a vacant and contaminated 9-acre brownfield site valued at $247,900, was subsequently demolished and the site remediated. By 2013 the site was redeveloped to house a medical office, community center, and funeral home with an appraised value of $5,559,046.

1d. GOAL 1: MEASURABLE - What methods will I use to track progress on this outcome? How will I know when I have achieved my goal? Progress will be tracked through the number of acres remediated, private properties sold and building permits issued within the district by private sector investments.

1e. GOAL 1: ACHIEVABLE - How will undertaking this project allow me to achieve this change in outcomes? Why do I believe that if I undertake this project, that these improved outcomes can be attained? Undertaking this project will continue the slab removal and soil remediation that was started this year. If our pending DECD Round 24 Brownfields application along with this CIF Round 10 application are awarded, WDC and the City will be able to continue our environmental remediation efforts along with preparing the site 20.59 acre for redevelopment.

1f. GOAL 1: REALISTIC - How does achieving this improvement in outcomes relate to the needs of the Target Population? Through the remediation and redevelopment of the site, contamination and health hazards within the area will be removed, and the through the redevelopment of the site create workforce housing, jobs, and taxable property.

1g. GOAL 1: TIME-BOUND - When do I expect to accomplish this goal? Am I measuring success on a specific time interval? By the end of January 2027, WDC intends to publish a public competitive bid for environmental cleanup and professional services using the balance of the CIF 1 funding. The scope of work will include LEP services, slab removal, and soil remediation at the site.

If awarded DECD Round 24 funding, WDC intends to publish a public competitive bid for environmental cleanup and professional services at the site.

If awarded CIF Round 10 funding in May 2027 (anticipated award announcement date), WDC would publish a competitive bid for environmental cleanup and professional services at the site. WDC anticipates that the remediation at the site outlined above will be completed by November 2028.

1h. GOAL 1: Do you have another goal to enter?

- Yes
- No

GOAL 2: SPECIFIC - What socioeconomic metric or measure am I planning to impact for my stated Target Population by undertaking this project? What is my current baseline outcome or service level for this metric? What is the target outcome or service level which will I reach for this metric after completing this project?

2a. GOAL 2: Metric or Measure

2b. GOAL 2: Baseline - Enter Numerical Value

2c. GOAL 2: Target - Enter Numerical Value

2d. GOAL 2: MEASURABLE - What methods will I use to track progress on this outcome? How will I know when I have achieved my goal?

2e. GOAL 2: ACHIEVABLE - How will undertaking this project allow me to achieve this change in outcomes? Why do I believe that if I undertake this project, that these improved outcomes can be attained?

2f. GOAL 2: REALISTIC - How does achieving this improvement in outcomes relate to the needs of the Target Population?

2g. GOAL 2: TIME-BOUND - When do I expect to accomplish this goal? Am I measuring success on a specific time interval?

2h. GOAL 2: Do you have another goal to enter?

- Yes
- No

GOAL 3: SPECIFIC - What socioeconomic metric or measure am I planning to impact for my stated Target Population by undertaking this project? What is my current baseline outcome or service level for this metric? What is the target outcome or service level which will I reach for this metric after completing this project?

3a. GOAL 3: Metric or Measure

3b. GOAL 3: Baseline - Enter Numerical Value

3c. GOAL 3: Target - Enter Numerical Value

3d. GOAL 3: MEASURABLE - What methods will I use to track progress on this outcome? How will I know when I have achieved my goal?

3e. GOAL 3: ACHIEVABLE - How will undertaking this project allow me to achieve this change in outcomes? Why do I believe that if I undertake this project, that these improved outcomes can be attained?

3f. GOAL 3: REALISTIC - How does achieving this improvement in outcomes relate to the needs of the Target Population?

3g. GOAL 3: TIME-BOUND - When do I expect to accomplish this goal? Am I measuring success on a specific time interval?

3h. GOAL 3: Do you have another goal to enter?

- Yes
- No

GOAL 4: SPECIFIC - What socioeconomic metric or measure am I planning to impact for my stated Target Population by undertaking this project? What is my current baseline outcome or service level for this metric? What is the target outcome or service level which will I reach for this metric after completing this project?

4a. GOAL 4: Metric or Measure

4b. GOAL 4: Baseline - Enter Numerical Value

4c. GOAL 4: Target - Enter Numerical Value

4d. GOAL 4: MEASURABLE - What methods will I use to track progress on this outcome? How will I know when I have achieved my goal?

4e. GOAL 4: ACHIEVABLE - How will undertaking this project allow me to achieve this change in outcomes? Why do I believe that if I undertake this project, that these improved outcomes can be attained?

4f. GOAL 4: REALISTIC - How does achieving this improvement in outcomes relate to the needs of the Target Population?

4g. GOAL 4: TIME-BOUND - When do I expect to accomplish this goal? Am I measuring success on a specific time interval?

4h. GOAL 4: Do you have another goal to enter?

Yes

No

GOAL 5: SPECIFIC - What socioeconomic metric or measure am I planning to impact for my stated Target Population by undertaking this project? What is my current baseline outcome or service level for this metric? What is the target outcome or service level which will I reach for this metric after completing this project?

5a. GOAL 5: Metric or Measure

5b. GOAL 5: Baseline - Enter Numerical Value

5c. GOAL 5: Target - Enter Numerical Value

5d. GOAL 5: MEASURABLE - What methods will I use to track progress on this outcome? How will I know when I have achieved my goal?

5e. GOAL 5: ACHIEVABLE - How will undertaking this project allow me to achieve this change in outcomes? Why do I believe that if I undertake this project, that these improved outcomes can be attained?

5f. GOAL 5: REALISTIC - How does achieving this improvement in outcomes relate to the needs of the Target Population?

5g. GOAL 5: TIME-BOUND - When do I expect to accomplish this goal? Am I measuring success on a specific time interval?

6a. Do you have any additional information to add related to the SMART Goals?

Yes
No

6b. Additional information related to SMART Goals:

Section II - Basic Information

1. Choose the one category that best applies to the overall project

Construction of New Public Facility
Rehabilitation of Public Facility
Affordable Housing
Housing
Land/Property Acquisition
Water/Sewer Infrastructure
Pedestrian Safety/Traffic Calming
x Brownfield Remediation

Energy Resiliency
Clean Energy
Other

1a. Describe the project category: Brownfield remediation of 3 contiguous properties that were once part of the American Brass Complex and currently owned by the City of Waterbury.

2. Describe the proposed capital improvement and any associated program in detail. (500 word limit)

The City of Waterbury has a population of 115,771, and ranks number 12 on Connecticut's list of distressed municipalities. The City is a public investment community, holding 435 index points and located in an alliance district. Waterbury has some of the lowest median household incomes in the State: $51,886 vs. $96,049 for Connecticut. (US Census 2025)

From the 1840's-1970's, the site was home to the Waterbury Brass Company and its successors the American Brass Company and Anaconda American Brass. From 1977-1998, the site housed a hazardous waste treatment, storage, and disposal companies named Environmental Waste Resources (EWR). The site also housed Phoenix Soils until 2011, at which time the site became vacant. The collapse of the brass industry in the United Stated left behind large brownfields, such as the Freight Street District, once the home of industrial giants such as Anaconda-American Brass.

The Freight Street District ("Target Area") is a 60-acre area located on the western edge of downtown of which the city owns 20.59 acres of brownfield contaminated land for the purpose of transit-oriented redevelopment, as the district is located only .3 miles (or a 5-minute walk) from the city's downtown train station and from the I-84/Route 8 interchange known as the "Mix Master." The site is bordered to the South by Freight Street, to the east by Metro-North railroad tracks, to the north by West Main Street and a strip plaza, and to the west by the newly reconstructed Jackson Street.

The funds requested, will be used for slab removal and soil remediation activities including removal any outstanding foundations.

This scope of work would enable the city to request proposals for redevelopment of 20.59 acres of land .3 miles from the city's downtown train station. The surrounding area is completely prepared for a developer, pending final completion of remediation and demolition activities, as a $14M Federal USDOT TIGER IV grant received in 2014 funded underground utility and streetscape upgrades along Freight Street, as well as, streetscape upgrades along Jackson Street, enabling connector access between the east and west ends of the city, a selling point for developers who may have trucking routes. The city was awarded a Federal US-DOT RAISE grant for a $23.1 to complete Phase II of the WATER project, which would enable to construction of Phase II of the Naugatuck River Greenway through the Freight Street District, prepare 9 acres of brownfield land along Jackson Street for redevelopment as greenspace, install electric vehicle charging stations at the city's downtown train station, and provide for West Main Street corridor upgrades. The State of Connecticut's Department of Transportation is investing in a new ADA accessible train platform ($27.7 Million) as well as construction of an indoor waiting room in the historic train station ($11.3 Million); with a completion date of May 2028.

This Site is perfectly positioned for an end-user or developer and the Freight Street District can accommodate future expansion because of the improvements made to utilities and streetscape. Water, sewer, gas, electricity, high-speed internet, and phone service is available at the Site. The Site is located 0.3 miles from the City's train station, making this Site the focus of transit-oriented redevelopment. The State of Connecticut has also invested significant funding in the Waterbury

Branch of the New Haven Rail Line in the amount of $116M, installing signalization, Positive Train Control (PTC), and passing sides.

This redevelopment project is the first and essential step to realizing and linking the significant investments in multi-modal transportation infrastructure with the potential contained within the city's brownfields, as an innovative source of economic development.

3. Please explain how the proposed plan is consistent with the municipality's Plan of Conservation and Development (PoCD). Provide specific reference(s) from the PoCD. (100 word limit)

The proposed plan is consistent with the municipality's Plan of Conservation and Development PoCD 2026-2036) pages 28-29; which will guide future redevelopment of the Site with goals of remediating and redeveloping the property, working with CMDA, and expand pedestrian connectivity between the train station and Freight Street. The PoCD has four objectives for Freight which include: 1. Make Development Sites Shovel Ready, 2. Pursue Mixed Use Development in the Freight Street District, 3. Explore Alternate Funding Strategies to promote redevelopment, and 4. Enhance connections between Freight Street, downtown, and the Train Station.

Address how your proposed capital improvement project aligns with the elements of the state's Economic Action Plan. Only address those that apply:

- **Workforce: How does the project broaden the base of skilled workers to meet increasing industry demand?**
- **Communities: How does the project attract and retain talent by investing in vibrant and affordable communities for all?**

• Innovation: How does the project support growth and generate inclusive economic opportunity within CT's most innovative and specialized industries?
• Business Environment: How does the project improve CT's environment and reputation for starting and growing businesses?

Please note – the project does not have to align with all of these elements.

4. Please select the categories most relevant to your project

x Workforce
xCommunities
Innovation
Business Environment

5. Provide details on how your proposed capital improvement project aligns with the elements of the state's Economic Action Plan. (150 word limit)

The project supports both the workforce and communities under the state's Economic Action Plan. The project broadens the base of skilled workers to meet increasing industry demand and attracts and retains talent by investing in vibrant and affordable communities for all through the remediation and redevelopment of the property. Once the property has been remediated it will be able to be redeveloped into mixed use commercial, retail, housing, and greenspace. This will create an inviting modern section of downtown for workers to live, work, and play.

Section III - Project Budget and Sources of Funding

1. CIF Sources and Uses Budget Template
CIF S&U Budget.xlsx

2. Please upload a detailed budget for your proposed project as an EXCEL file using the provided template. Indicate each source of funding, and please clearly denote status of funds (i.e., committed, pending, to be requested, etc.).

Please ensure the amounts entered below match the current CIF Sources and Uses Budget Form. These fields are required, so if there is no amount, please enter a zero (0).

3. Other DECD Funds
$6M Application

under Round 24
Brownfield program

4. Other State of CT Bond Funds Previously Received
$0.00

5. Other State of CT Funds
$4,550,862-Balance of
CIF Round 1 funding

6. Federal Funds

7. Applicant Funds

8. Philanthropic Funds
$0.00

9. Developer Funds
$0.00

10. Total Project Budget
$20,550,862

11. Soft Cost % (CIF Portion) - Enter as whole number (10% = 10) 5%

12. Soft Cost % (Total Project) - Enter as whole number (10% = 10) 5%

13. Has prevailing wage been taken into account in your construction budget?

xYes
No

14. Were 3rd party estimates obtained to inform project costs?

xYes
No

15. Please list the source of any 3rd-party estimates: Estimates were prepared by Tighe and Bond. The estimate for 130 Freight Street and 000 West Main Street is dated September 22, 2026 and the estimate for 170 Freight Street is dated September 8, 2025.

15a. Optional Upload of 3rd Party Estimates Attached

16. Please describe to the best of your ability the project financing plan. In answering this question, consider: If other sources of funding are required for project completion, describe status of assembling these funding sources to complete the project (please upload Budget/Proforma and commitment letters from other funders, if appropriate). If funds are not yet fully committed, please describe any additional hurdles or requirements for commitment. The total estimated project cost including professional LEP services and remediation for the three parcels as identified in the sources and uses document amounts to $21,150,862. This amount is a combination of the following: the available balance of CIF Round 1, our DECD Round 24 grant application, our anticipated EPA application once the guidelines are issued, and this CIF Round 10 application. Anything beyond this we would anticipate would be completed by the developer in conjunction with potential future grant applications.

Section IV - Additional Details

1. Is this a housing project?

Yes

x No

2. For housing projects, please provide the total number of units, number of new units vs. renovated units, and the breakdown of affordability levels by AMI percentage. (40 word limit)

3. For housing projects, please explain how this is consistent with the municipality's affordable housing plan. Please upload a copy of the plan. (300 word limit)

4. Upload Affordable Housing Plan

5. Please describe how the feasibility of the project was determined. Applicant is welcome/encouraged to upload third-party feasibility or market study/report. (300 word limit)

6. Upload Third-party Feasibility or Market Study/Report

7. Project Start and End Date

8. Elaborate on the project timeline. Highlight specific milestones and project phases. Please note: Proposed timelines must account for DECD award and contracting timeframes.

9. Please upload a timeline for completion of the project. Include a timeline for tenanting, if applicable.

10. Please upload any construction drawings, schematics or plans for the projects, including but not limited to: architectural plans or renderings, site plans, surveys, and zoning analysis. Please note that AI drawings are not eligible.

11. To what level of completion are your architectural and engineering documents?

Conceptual
Design
Schematic
Construction

12. Enter percentage completion as indicated by the Design Professional Assessment Form: Enter as whole number (10% = 10)

0

13. Please elaborate on the level of completion of the project plans and construction drawings.

At this time, we do not have any drawings or specifications for 130 Freight St or 000 West Main Street. The City does have the Tighe &Bond drawings for the 170 Freight Street slab removal and soil remediation which will need to be revised to reflect the work completed in 2026. The City also has assessments of the sites, including a September 21, 2026 Supplemental Site Assessment report on 130 Freight Street.

14. Design Professional Drawing Assessment Form

CIF Design Professional Drawing Assessment.pdf

15. Complete and Upload the Design Professional Drawing Assessment Form

16. Detail who is on the project team and describe their capabilities to bring the project to completion. Please provide examples of similar successful projects they have completed.

Ms. Mansi Doshi, a Civil Environmental Engineer, is the WDC Project Manager assigned to the demolition, debris removal, and remediation of this complex. She has successfully overseen the demolition of 8

buildings on the 130 Freight Street parcel in 2021, the demolition of the 170 Freight Street Buildings, and is intimately familiar with the site. Zachary Keith, Economic Development and Grants Manager, has been with WDC for 9 years, will submit the grant application and develop RFP for the redevelopment of the site. Robert Dowd, WDC Project Manager, has 30 years of experience with Toll Brothers developing housing, will help oversee the redevelopment of the site. Dr. James Nardozzi, Executive Director of WDC, oversees the entire redevelopment project. Michael Leblanc, City of Waterbury Director of Finances, and Suzanne Pleasant, City of Waterbury Grants Manager will oversee all of the requisitions to the state of Connecticut.

Project Example 1

George Tirado Sr. Park - 313 Mill Street - In October 2023, the City and WDC completed the decade long effort to remove demolition debris, remediate, and construct a recreation open-space in the Mad River Redevelopment Corridor. The project consisted of remediation of the 4.18-acre parcel, formerly housing the Nova-Dye & Print Company, which had caught fire in 2012. In 2013, the City & WDC completed demolition/debris removal of the former building, followed by remediation at the site. The City used CDBG, CT DEEP, CT DECD, and NVCOG Revolving Loan Funding for remedial design, remediation, planning, and construction of the site. The project totaled to approximately $6,300,000 in total investments. This park is actively used by local schools and little league baseball leagues. For more information, contact Zachary Keith at keith@wdconline.org or 203-346-2607 ext. 7287

Project Example 2

Former Anamet -698 South Main Street, Waterbury, CT 06706. This property was purchased by 698 South Main Street Inc. in April 2017. Waterbury Development Corporation manages the day to day responsibilities of 698 South Main Street Inc. To date 10 buildings have been demolished through two separate phases of demolition. In addition, the roof was replaced on the High Bay Building (200,000 sq feet). This property was advertised through the public competitive RFP process for a developer which was subsequently awarded to Cornerstone Realty. WDC is in the process of executing the assistance agreements with CT DECD for additional funding which would allow for the demolition of the admin building, slab removal and soil remediation, and lead paint abatement. The property has seen an investment to date of: approximately $24 million(which includes the funding waiting for the final assistance agreements) which includes funding from CT DEEP, CT DECD, NVCOG, and the City(through a loan for the roof replacement). For more information, contact Zachary Keith at keith@wdconline.org or 203-346-2607 ext. 7287.

Project Example 3

Risdon-2100 South Main Street, Waterbury, CT 06706. This site previously received a $1M DECD grant which WDC used to demolish and haul away the former factory structures in 2018. A small portion of the demolition debris remains in the basements, as well as, slab removal and limited remedial activities. The dam on the property requires repair/replacement/removal. The City was recently awarded a CT-DEEP grant for the design of the removal of the dam. The City has issued an RFP for this property for redevelopment by a solar, fuel cell, or other energy manufacturer, which is in negotiations. The site is strategically located adjacent to an Eversource substation as well as the Route 8 highway. For more information, contact Zachary Keith at keith@wdconline.org or 203-346-2607 ext. 7287.

Project Example 4

Waterbury Industrial Commons - This project was one of the largest managed by WDC. This site of 51.67 acres required complete remediation and the demolition of several buildings. The funding source for this

project included U.S. Department of Defense funding, state funding, as well as, federal EPA funding. The City of Waterbury also bonded $33 million to complete the demolition/renovation of certain areas in order to be able to bring skilled manufacturing back in to the site. The project came in on time and within budget. This project took place in 2016. This site is mostly redeveloped, sections of the site are privately owned, with tenants paying rent to the City, excepting lots 10&11, with private sector manufacturing jobs. More information about this project can be obtained by contacting Zachary Keith at keith@wdconline.org or 203-346-2607 ext. 7287.

Project Example 5

1981 East Main Street was 8.96-acres of former industrial brownfield, historically housing the Mattatuck Manufacturing Company (Mattaco) until c. 1990. WDC purchased the site from MATTACO Inc in 2008 through the creation of Waterbury Brownfield Redevelopment LLC, a wholly-owned subsidy of the WDC, agreeing to fund remediation at the site. This project was completed in 2011. With site remedial activities tentatively complete, less the SVE system, the property was transferred under a ECAF Form III to the chosen developer, East Main Street LLC on April 20, 2011. WDC oversaw the interface of the SVE system located under the slab of the building, allowing post-groundwater monitoring wells to be installed and furthering construction/redevelopment. Subsequently, the site was sold to 1981 East Main St LLC and redeveloped into a 45,000 sq ft multi-tenant building which includes a funeral home, senior center, and medical offices, generating tax revenue and employment opportunities for the City. For more information, contact Zach Keith at keith@wdconline.org or 203-346-2607 ext. 7287.

17. Optional Upload of project team bios or additional information.

18. Total number of Parcels

3

19. Total Acreage

20.59

20. Is the applicant the owner of the property?

xYes
No

21. If applicant or project partner is not the property owner, describe how and when ownership and/or access to property (if needed) will be obtained. Please upload the Letter of Intent, Purchase and Sale Agreement, Access Agreement, or other documentation from owner indicating willingness to provide access in the Required Document section. (300 word limit)

22. Upload Property Card: attached

23. Upload Letter of Intent, Purchase and Sale Agreement, Access Agreement, or other documentation from owner indicating willingness to provide access.

24. Please provide your knowledge of any potential Environmental Impacts of this project. Please indicate if this project has undergone any prior public scoping for CEPA compliance. (300 word limit)

The site had heavy industrial manufacturing from the 1840's-1977. At its peak, Anaconda-American Brass produced two-thirds of the nation's brass products. From 1977 to 1998, the site housed EWR, a hazardous waste treatment, storage, and disposal facility. Subsequently Phoenix soils continued

operations until 2011, after which the site became vacant. Both parcels are significantly contaminated from the historical operations, are listed on Connecticut Department of Energy & Environmental Protection (CT DEEP)'s Brownfield Inventory, and on the EPA's Watch List. EPA & CT DEEP have been engaged with these sites on several occasions following the bankruptcy of EWR. In 1998, DEEP removed approximately 1,000 containers of waste, a sludge pile, two 4,500-gallon tanks of acid & caustic liquids, and a combination of approximately 40,000 gallons of other liquid waste left behind by EWR. In 2016/2017, EPA removed an additional 27 tons of hazardous waste solids and 41,383 gallons of hazardous waste liquids. Under the 2026 remediation approximately 5,500 tons of waste from 170 Freight St and approximately 1,050 tons of waste from 130 Freight Street have been shipped off site. There are 62 areas of concern identified at 130 Freight Street/000 West Main Street and 30 areas of concern at 170 Freight Street. The parcels 130 Freight Street & 000 West Main Street historically operated as a TSDF under RCRA; therefore, RCRA corrective action applies to these two parcels and the City has a stewardship permit for these parcels. Prior to the buildings being demolished on the three properties, WDC and the City worked with CT SHPO on Mitigation through writing a SHPO level historical documentation report on the properties and architecture. As part of this mitigation, the City was asked to set aside funding for investment into the Rose Hill property.

For the following - indicate your level of knowledge of potential environmental impact by listed area.

25. Wetlands

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

26. Surface or Groundwater resources

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

27. Floodplains (100-year) or Floodways

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

28. Stream channel encroachment

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

29. Fish and/or wildlife habitats, including the presence of endangered and special concerns species and habitats (NDDB)

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

30. Air quality

Potentially significant with mitigation

Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

31. Coastal resources

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

32. Agricultural lands and/or soils

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

33. Historic sites and districts

Potentially significant with mitigation
xNot significant with mitigation
No anticipated significant effects
Unknown at this time

34. Archeologically sensitive areas

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

35. Aesthetic/scenic resources

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

36. Designated open space and recreational use

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

37. Surrounding land uses / neighborhood

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

38. Transportation

Potentially significant with mitigation

Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

39. Utilities and services

Potentially significant with mitigation
Not significant with mitigation
xNo anticipated significant effects
Unknown at this time

40. Define and describe any other environmental impacts (including any not listed above)

41. Does the applicant affirm that they understand and acknowledge that the proposed project may warrant further review under the Connecticut Environmental Policy Act (CEPA), and agree to comply with all requirements and costs associated with such review, and further acknowledge that the applicant is in a position to cover any and all additional costs associated with such review?

x I understand

Please note that if the project involves federal funding, the project will need to be in compliance with Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA). Separately, if this project is successful in receiving this grant and involves other state funding, it will have to be in compliance with several state laws, including the CT Environmental Policy Act(CEPA). Please visit the State Historic Preservation Office's (SHPO) webpage for more information. Please answer the questions below to assess the impacts to historic, cultural, and archaeological resources, and relate to the federal and state obligations.

42. Describe what, if any, reuse or rehabilitation of any mills or historic structures (appearing on the National Register of Historic Places, State Register, or a designated Local Historic Property) the project will involve. (300 word limit). There are no buildings on the site left, this project is for slab removal and soil remediation.

43. Was the building constructed more than 50 years ago?

Yes
No
xN/A

44. Describe any alteration, partial demolition, or full demolition that will occur of existing structures. If the project includes alteration or demolition of buildings more than 50 years in age, please indicate the dates of construction for the affected buildings. (300 word limit) N/a

45. To what extent is the project "shovel-ready "? Please describe any details or project elements that have been determined at this time. (300-word limit) The site is shovel ready as all of the necessary due diligence is completed, and remediation specifications and drawings are in our possession for 170 Freight Street. The drawings for 170 Freight Street will merely need to be revised to reflect the work completed in 2026. It is WDC's intent to issue a public competitive bid for environmental cleanup and professional services in January 2027 using the balance of CIF Round 1 funding. Our intent is to follow this model for any further funding if awarded through our CT DECD Brownfield Round 24 application, this CIF Round 10 application, and any other applications issued to funding agencies.

46. Please upload Budget/5-year operational proforma for the project post completion-Attached

47. Please upload commitment letters from other funders, if appropriate: attached.

48. Has the applicant obtained a certified resolution authorizing the request for funding (i.e., from the Town Council / Board of Alderman, Board of Directors, etc.)?

xYes
No

49. Please upload the Certified Resolution to request CIF Funding

50. Does the project have site plan, other planning and zoning approvals, variances etc. from the host municipality to move ahead with the project? If no, describe the plan or path that is charted out to obtain the same. (300 word limit)

The sites within this project have been evaluated under the 2018 Freight Street redevelopment strategy which has been incorporated within the adopted City of Waterbury Plan of Conservation and Development (2026-2036) as goals within the document. The 2018 Freight Street redevelopment strategy, as well as, a 2022 UConn Tab concept of the property can be found in the Appendix. The City of Waterbury is a member municipality of the CT Municipal Development Authority and the entire project site lies within the CMDA transit oriented district.

This site is zoned general central business district (CBD), with primary uses being mixed-use commercial or industrial general, as such all potential uses are in accordance with the city's current zoning regulations, making this project shovel-ready. The CBD is established in the city center to allow intensive development of a wide range of uses including mixed residential, office, retail, and more. The site additionally straddles Limited Industrial (IL), making any potential changes to zoning straightforward.

Ultimately, the City of Waterbury is committed to the forward momentum of this project, as evidenced by the significant leveraged funds dedicated to the project, the completion of several phases of prior demolition, debris removal, along with contaminated soil removal and disposal.
With all available funding including any potential future funding, WDC would publish a public competitive bid for LEP services, along with environmental remediation services to develop the site. The winning bidder would be responsible for obtaining all necessary and required permits and permissions to execute the project.

51. Does the project require local inland wetland permits? If so, have they been obtained/applied for? What is the status? Please list any other local, state or federal approvals or permits which will be necessary for the project to proceed, and the timetable and process to achieve them. (300 word limit)

The project does not require local inland wetland permits.

52. Does the project site have all necessary public utilities, roads and other infrastructure required for the redevelopment project? If no, what additional (or upgrade of) public infrastructure would be required and what is the expected cost? Is there a plan in place to address the need and is there a funding source identified? (300 word limit)

The Site has all necessary public utilities, road, and other infrastructure required for the redevelopment project. Freight and Jackson Streets recently underwent a complete overhaul, with the City utilizing funds from a $14M federal TIGER grant, followed by a $23.1M RAISE Grant, allowing for the modernization of all underground utilities such as storm and sanitary sewers, larger diameter water main, new sidewalks, bike lanes, curbing, for all modes of transportation and landscaping. This Site is perfectly positioned for an end-user or developer and the Freight Street District can accommodate future expansion because of the improvements made to utilities and streetscape. Water, sewer, gas, electricity, high-speed internet, and phone service is available at the Site. The Site is located 0.3 miles

from the City's Metro-North train station, making this Site a prime candidate for transit-oriented redevelopment.

53. Will the project be a major traffic generator (MTG) as defined by Section 14-312-1 of the Office of the State Traffic Administration (OSTA) regulations (an MTG is defined as any development of 100,000 square feet or more of gross floor area or 200 or more parking spaces). What steps have been taken to initiate the process and what is the expected timeline? (300 word limit)

The project encompasses 20.59 acres of land in the City's central business district, and is located within a CT Municipal Development Authority Transit Oriented Development District. Within the Freight Street Master Plan it is envisioned that this land will be redeveloped into mixed use housing, commercial space, with green space, and parking over the most contaminated sections. The Site lies immediately adjacent to on ramps and exit ramps of both I-84 as well as State Route 8. The Site also abuts the Metro North Railroad line. Due to this geographic location, it is not anticipated that the site would generate any more traffic than already exists in the area.

Disclosure of Legal and Investigative Actions

Select “Yes” and disclose in writing as an attachment to this application the following, or select “No” if not applicable: to the best of the applicant's knowledge, all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, unmatured, contingent, at law or in equity in any forum, involving the applicant that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects, or ability to perform the project as described in this application.

54. Response to statement above:

Yes
xNo

55. Written Disclosure

REQUIRED DOCUMENTS CHECKLIST

ADVISORY NOTE

The Euna form may time out if there is no activity for a period of time (20 minutes), and unsaved work may be lost. The form may also fail to save if there is a pending action - such as an upload that has not completed - or an error caused by an incomplete mandatory field or required step. As a best practice, save frequently.

DECD also strongly recommends completing the provided Word version of your form first and assembling all required attachments/uploads - especially mandatory ones - before entering information into the Euna system.

REQUIRED DOCUMENTS CHECKLIST

Please label all files clearly, briefly, and succinctly (Organization_DocumentName).Abbreviations are strongly encouraged. (i.e. DECD, Hartford versus City of Hartford, CIF S&U versus CIF Sources and Uses Budget, etc.) ***Please only provide attachments in the following file formats .doc, .docx, .pdf, .xls, .xslx, .csv, .jpg.***

1. The applicant is a

xMunicipality
Non-profit Organization OR Community Development Corporation

2. Additional Documents Upload

Conceptual Plans prepared by UConn Tab in 2022, and the Freight Street Redevelopment Strategy in 2018-290 Pages

Delegation Letter of Support-5 Pages

Community Letters of Support-26 pages

Tighe & Bond 170 Freight Street Slab removal and Soil Remediation Drawings-11 Pages

Environmental Reports for all three sites-16,300 Pages

Local Good Jobs Ordinance-7 Pages

Locational Maps-6 Pages

WDC and City of Waterbury Project Authorization Letter and Master Municipal Agreement -126 Pages

Professional Estimates-30 Pages

Property Owner Documentation-17 Pages

Tax Assessor Property Cards-8 Pages

3. Confirmation of Sources of Funding (award letters, commitment letters, term sheets, etc.)

CIF Round 1 Assistance Agreement attached

4. Preliminary studies/reports to support project need(e.g. feasibility study, market study)
Feasibility and Market Study-118 pages

Municipal Capital Project

5. CIF Round 10 Sources and Uses Budget Document (as an Excel file) – Uploaded to Part B: Section III

6. Project Completion Timeline – Uploaded to Part B: Section IV

7. Municipal Resolution to Request Funding – Uploaded to Part B: Section IV

8. Municipal Certification of Eligibility for Discretionary State Funding (or waiver letter from OPM)

9. Property Card – Uploaded to Part B: Section IV

10. Property Ownership documentation (if applicable) - e.g. Deed, Letter of Intent, Purchase and Sale Agreement, Lease, etc. - Uploaded to Part B: Section IV

11. Operational 5-Year Pro-Forma Budget - Uploaded to Part B: Section IV

12. CIF Design Professional Drawing Assessment - Uploaded to Part B: Section IV

13. Property Acquisition, if applicable- Purchase and Sale Agreement or Letter of Intent – Uploaded to Part B: Section IV

14. Property Acquisition, if applicable- Property Appraisal (1 required, 2 preferred)

15. Property Acquisition, if applicable- Phase I Environmental - This is required to be awarded with the grant, not a required file upload.

Non-Profit Capital Project

5. IRS Determination Letter of 501c3 status

6. 2 previous years' Audited Financials (if applicable)

Certificate of Legal Existence

7. Upload Certificate of Legal Existence. If your organization had a name change, submit a Standard Certificate (not Express).

8. Articles of Incorporation (if CDC, demonstrating formed as a CDC)

9. CIF Sources and Uses Budget Document (as an Excel file)– Uploaded to Part B: Section III

10. List of Board of Directors with Affiliations

11. Non-profit Board Resolution to Request Funds – Uploaded to Part B: Section IV

12. Project Completion Timeline – Uploaded to Part B: Section IV

13. Property Card – Uploaded to Part B: Section IV

14. Property Ownership documentation (if applicable) (e.g. Deed, Letter of Intent, Purchase and Sale Agreement, Lease, etc.) – Uploaded to Part B: Section IV

15. Operational 5-Year Pro-Forma Budget - Uploaded to Part B: Section IV

16. CIF Design Professional Drawing Assessment - Uploaded to Part B: Section IV

17. Property Acquisition, if applicable- Purchase and Sale Agreement or Letter of Intent – Uploaded to Part B: Section IV

18. Property Acquisition, if applicable- Property Appraisal (1 required, 2 preferred)

19. Phase I Environmental - This is required to be awarded with the grant, not a required file upload.

We, the applicant, have uploaded all required documents to the Euna electronic grant portal.
x Yes

Authorized Contact Person: James Nardozzi

Authorization Date

CERTIFICATION AND ASSURANCES AND FUNDING REQUIREMENTS ACKNOWLEDGEMENT

ADVISORY NOTE

The Euna form may time out if there is no activity for a period of time (20 minutes), and unsaved work may be lost. The form may also fail to save if there is a pending action - such as an upload that has not completed - or an error caused by an incomplete mandatory field or required step. As a best practice, save frequently.

DECD also strongly recommends completing the provided Word version of your form first and assembling all required attachments/uploads - especially mandatory ones - before entering information into the Euna system.

Certification and Assurances

1. I certify I am authorized by my organization to submit this application and execute a contract on behalf of my organization.

xYes

2. I acknowledge that if this grant application is approved and funds awarded my organization will receive a grant agreement package through the Grant Management System (GMS). This package will include, but is not limited to, the General Grant Conditions and Special Grant Conditions. The agreement must be executed by an authorized official who has the legal authority to sign on behalf of the organization.

x Yes

3. I certify that this application is executed and signed with full knowledge and acceptance of all applicable terms, conditions, and requirements associated with this funding opportunity, including but not limited to general, special, interagency, and federal award conditions.

xYes

4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the State of Connecticut or the State administering agency.

x Yes

5. I understand that if actual project costs are less than the grant award, or if project costs are disallowed as ineligible by the State, such unexpended funds or funds for disallowed costs will not be reimbursed by the State, and if reimbursed in error, will have to be returned to the State. Any remaining funds may only be carried over to a subsequent period if expressly authorized by the State in writing; otherwise, unexpended funds must be returned no later than 90 calendar days after the conclusion of the period of performance of the award (or an earlier date as agreed upon by the state agency and subrecipient).

Federal and State Certifications

Facilities and administration classification. **For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and“Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvements, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the “Administration” category; for IHEs, they are included in the “Facilities” category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in Appendix III. Major nonprofit organizations are those which receive more than $10 million in direct Federal funding§ 200.414(a).**

6. Non-profit organizations only: I certify that my non-profit organization did not meet the definition of a major nonprofit organization as defined in § 200.414(a).

Yes
Not a Non-Profit

7. I acknowledge that a Unique Entity Identifier (UEI), if not done upon application submission, will be required and active to receive any federal funding.

x Yes

Conflicts of Interest

Pursuant to 2 CFR 200.112 of the Code of Federal Regulations, Section 1-85 of the Connecticut General Statutes, and Section 1-81-28 of the Regulations of Connecticut State Agencies, I hereby acknowledge that my organization shall disclose in writing to the State Agency any and all potential conflicts of interest between the Entity and a State employee or a State official which the Entity is aware of or should be aware of.

8. Conflicts of Interest Acknowledgement: acknowledged

Contractor and Subcontractor Status:

Pursuant to 2 CFR 200.214 and the State of Connecticut General Statues Section 31-53, I hereby certify that the organization submitting this application, subcontractors, and/or subcontractor company official(s) have not been debarred or suspended from contracting with the State of Connecticut, any other states within the United States, or the Federal Government.

9. Contractor and Subcontractor Status Acknowledgement:

xYes

Reference Links

U.S. Code Title 18 Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812

Connecticut General Statutes C.G.S. Chapter 55e (§§ 4-274 to 4-289) and C.G.S. § 53a-157b.

Subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds 2 CFR 200.415(b)

10. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812 and Connecticut General Statutes C.G.S. Chapter 55e (§§ 4-274 to 4-289) and C.G.S. § 53a-157b.

x Yes

AUTHORIZATION SIGNATURE

Paul K Pernerewski jr.

First and Last Name

Mayor Title

Date

FUNDING REQUIREMENTS ACKNOWLEDGEMENT

As per the current Community Investment Fund 2030 CIF Notice of Funding Availability (NOFA), the following terms and conditions are a pre-requisite for CIF funding. The Applicant and Development Partner must acknowledge these terms and conditions by initialing each item listed below. For more details, refer to the NOFA.

1. Is there a Development Partner on this project?

Yes

x No

Collateral: The Applicant or Development Partner must provide a completion guarantee or a mortgage lien on the property so that the State/DECD can recoup funding in case the proposed redevelopment project cannot be completed, and the collateral will be held by the state until the redevelopment project is completed within the timeframe negotiated with DECD.

2a. Applicant Initials – Collateral x

2b. Partner Initials – Collateral

Negative Pledge: At DECD Contract execution, DECD requires that the Applicant or Property Owner executes a Negative Pledge stating that the project site shall not be sold, leased, transferred, assigned, or in any way encumbered or otherwise disposed of for a period of ten years.

3a. Applicant Initials - Negative Pledgex

3b. Partner Initials - Negative Pledge

Prevailing Wage: All projects will have to be consistent with the requirements of C.G.S. Sections 31-53 and C.G.S. Section 31-53c. A formal Connecticut Department of Labor determination on the applicability of the prevailing wage rates for your project from the Public Contract Compliance office (DOL.PrevailingWage@ct.gov, 860.263.6606). Also refer to the FAQ for more information.

4a. Applicant Initials - Prevailing Wagex

4b. Partner Initials - Prevailing Wage

Affordable Housing: If the Project involves a net addition of 10 or more residential dwellings units, the Redevelopment Project must meet the requirements of the DECD's Affordable Housing Policy. Refer to the NOFA for more information.

5a. Applicant Initials - Affordable Housingx

5b. Partner Initials - Affordable Housing

State Historic Preservation Office (SHPO): The project must obtain, at a minimum, a determination letter from SHPO and ensure that all mitigation measures are followed.

6a. Applicant Initials - SHPOx

6b. Partner Initials - SHPO

Flood Management Certification (FMC): Projects subject to the Connecticut Department of Energy and Environmental Protection's (DEEP) FMC Program must coordinate the development and submission of an FMC application with the OCD staff.

7a. Applicant Initials - FMCx

7b. Partner Initials - FMC

Connecticut Environmental Protection Act: CIF projects are evaluated for what level of environmental evaluation is required under CEPA in accordance with the Generic Environmental Classification Document (ECD). Based on DECD's determination, projects are subject to public scoping.

8a. Applicant Initials - CEPAx

8b. Partner Initials - CEPA

Applicant Acknowledgement:

I hereby attest that I have reviewed and understand the above requirements, and that the Applicant is responsible for adhering to these requirements for receiving CIF funding.

x Yes

Development Partner Acknowledgement:

I hereby attest that I have reviewed and understand the above requirements, and that the Development Partner is responsible for adhering to these requirements for receiving CIF funding.

Yes

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)

CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, Michael Dalton, City Clerk, certify that below is a true and correct copy of a

(Name of Official) (Title of Official)

resolution duly adopted by City of Waterbury

(Name of the Applicant)

at a meeting of its Board of Aldermen

(Governing Body)

duly convened on November 16, 2026 and which has not been rescinded or modified in

(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date) (Signature and Title of Official)

SEAL

WHEREAS, pursuant to Sec. 112 of Public Act 21-111, as Amended

(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS,** it is desirable and in the public interest that the City of Waterbury make an application to the State for

(Applicant)

$ 10,000,000 in order to undertake the Freight Street Remediation and Redevelopment

(Name and Phase of Project)

_Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE
Board of Aldermen

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Sec. 112 of Public Act 21-111, as Amended

(State Statutory Reference)

2. That the filing of an application for State financial assistance by
City of Waterbury

(Applicant)

in an amount not to exceed $ 10,000,000 is hereby approved and that

Mayor Paul K. Pernerewski Jr

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute a Financial Assistance Proposal and an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, to execute all documents necessary for the funding of the State of Connecticut's Community Investment Fund Grant(CIF) 2030 Round 10, administered by the State of Connecticut's Department of Economic and Community Development, and to act as the authorized representative of

City of Waterbury

(Name of Applicant)

Municipal Certification of
Eligibility for Discretionary State Funding

(This form to be completed by municipality)

Name of Discretionary Grant Funding Program: **DECD Community Investment Fund 2030 Round 10**

Name of Municipality & Town Code: 151 Waterbury (hereinafter referred to as "Town/City")

In accordance with C.G.S. § 8-23, as amended by **Public Act 15-95**, any municipality that has not adopted a plan of conservation and development (POCD) within the past ten years is ineligible for **discretionary state funding** unless they submit a "Notice of Expired POCD" to the OPM Secretary and to the Commissioners of Transportation, Energy and Environmental Protection, and Community and Economic Development, **and** they request and receive a waiver from the prohibition on a grant-by-grant basis from the OPM Secretary

☒ In accordance with C.G.S. § 8-23(a)(1), the Town/City has adopted a POCD within the last ten years; the adopted plan expires 5/1/2036.

☐ The Town/City has **not** adopted a POCD within the last ten years as required by C.G.S. § 8-23(a)(1) and:

☐ In accordance with C.G.S. § 8-23(a)(2), the Town/City has submitted a "**Notice of Expired POCD**" to the OPM Secretary and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development that explains why such plan was not adopted within the required ten year period (copy attached).

AND

☐ In accordance with C.G.S. § 8-23(b), the Town/City has submitted a "**Waiver Request Letter**" to the OPM Secretary requesting a waiver of the discretionary state funding prohibition for this grant application (copy attached).

I attest that the aforementioned information is accurate and complete and that I am the representative of the Town/City who is authorized to execute this certification.

Michael Dalton

Signature:_____

151 Waterbury

Estimate from Tighe & Bond's dated September 22, 2026

Site Location	Soil Excavation	Transportation and Disposal	Cap Contaminated Soils	Backfilling and Compaction	Contaminated Concrete Slab Removal	NAPL Recovery and Disposal	Clean Cocrete Removal and Crushing	LEP Plans and Specifications	LEP Oversight	Contingency	DECD Legal Fee	TOTAL NET	GRANT COVERAGE	DECD CIF ROUND 10
130 Freight Street	$1,000,000	$ 1,500,000.00	$ 300,000.00	$ 200,000.00	$ 1,000,000.00	$ 139,745.00	$ 1,090,600.00	$ 100,000.00	$ 200,000.00	$ 462,155.00	$ 7,500.00	$ 6,000,000.00	Applied for $6 million under DECD Round 24	
130 Freight Street	$ 1,300,000.00	$ 3,543,362.50		$ 200,000.00	$ 2,500,000.00	$ 150,000.00		$ 150,000.00	$ 350,000.00		$ 7,500.00	$ 8,200,862.50	CIF Round 10	$ 8,200,862.50
000 West Main Street					$ 1,040,000.00							$ 1,040,000.00		$ 1,040,000.00
														$ 759,137.50
														$ 10,000,000.00

Information Below is from the Tighe and Bond Estimate for 170 Freight Street September 8, 2025						
Item	**Estimate**		**Grant Coverage**			**Delta to be covered under CIF Round 10**
LEP Services	$ 200,000.00					
Dispose non contaminated concrete slabs, footings, foundations	$ 500,000.00					
Structure demolition elevated slab	$ 340,000.00					
Structure demolition lower slab	$ 250,000.00					
Install compact clean backfill	$ 350,000.00					
Provide clean common fill material	$ 280,000.00					
Provide 3 inch minus material for backfill	$ 130,000.00					
Mobilization and demobilization	$ 200,000.00					
Temporary barriers, construction facilities, traffic regulations, and soil erosion control	$ 60,000.00		Balance of CIF Round 1			
Soil remediation	$ 3,000,000.00					
	$ 5,310,000.00		$ 4,550,862.50			$ 759,137.50

Community Investment Fund 2030, Round 10: Sources and Uses Budget

City of Waterbury Freight Street Remediation and Redevelopment

	CIF Request	Other DECD Funds	State Bond Funds	Other State Funds	Federal Funds	Applicant Funds	Philanthropic Funds	Developer Funds	Total per Activity	Additional Description as needed
Enter Program/Source Name(s) ->		Round 24 Application		CIF Round 1						
Soft Costs: Project Activity										
Architectural / Engineering	$ 500,000	$ 300,000		$ 200,000					$ 1,000,000	
Owner's Rep/Construction Manager									$ -	
Environmental Studies									$ -	
Legal / Accounting	$ 7,500	$ 7,500							$ 15,000	
Permits									$ -	
Planning / Studies									$ -	
Site Acquistion									$ -	
Soft Cost Contigency									$ -	
Other - specify									$ -	
Other - specify									$ -	
Soft Costs - Subtotal	**$ 507,500**	**$ 307,500**	**$ -**	**$ 200,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,015,000**	
Hard Costs: Project Activity										
New Construction									$ -	
Renovation									$ -	
Demolition	$ 2,092,500								$ 2,092,500	
Abatement									$ -	
Remediation	$ 7,000,000	$ 3,639,745		$ 4,350,862					$ 14,990,607	
Machinery & Equipment									$ -	
Hard Cost Contigency	$ 400,000	$ 462,155							$ 862,155	
Backfiling and Capping		$ 500,000							$ 500,000	
Clean concrete removal and crushing		$ 1,090,600							$ 1,090,600	
Hard Costs - Subtotal	**$ 9,492,500**	**$ 5,692,500**	**$ -**	**$ 4,350,862**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,535,862**	
Total per Source Type	**$ 10,000,000**	**$ 6,000,000**	**$ -**	**$ 4,550,862**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 20,550,862**	
Enter Status of Funds: Committed, Pending, To Be Requested, etc. ->		Applied for under DECD RG24		Committed Balance under CIF Round 1						

Soft Costs Percentage	Total Project	4.94%
	CIF Portion	5.08%

CIF 2030 Round 10 - Operational Pro - Forma Budget Freight Street Remediation and Redevelopment 2027-2031

Category	Year 1 - FY2027	Year 2 -FY2028	Year 3 - FY2029	Year 4 - FY2030	Year 5 - FY2031	Total	Explanation:
Revenues							
Grants/Subsidies	$ 4,550,862.00	$ 16,000,000.00	TBD	TBD	TBD	$ 20,550,862.00	FY2027 - Balance of State/DECD Award: 12072-ECD46000-43783. FY2028 Programming of CIF Round 10 Funding and DECD Brownfield Round 24 Funding
Total Revenues	$ 4,550,862.00	$ 16,000,000.00	TBD	TBD	TBD	$ 20,550,862.00	
Capital Costs							
LEP Services and DECD Legal Fees	$ 200,000.00	$ 815,000.00	TBD	TBD	TBD	$ 1,015,000.00	
Environmental Remediation	$ 4,350,862.00	$ 15,185,000.00	TBD	TBD	TBD	$ 19,535,862.00	
Total Expenses	$ 4,550,862.00	$ 16,000,000.00	TBD	TBD	TBD	$ 20,550,862.00	
Net Operating Income	$ -	$ -	TBD	TBD	TBD	$0.00	

Notes: The Waterbury Development Corporation on behalf of the City of Waterbury will continue to program funding awarded into environmental assessment and remediation. When the timing is aligned with viable opportunity to sell the property for redevelopment, a request for proposals to purchase the property will be issued.

Waterbury Freight Street Remediation and Redevelopment Schedule
as of November 5, 2026

Task Name	Duration	Start	Finish
Application Deadline	1 day	Fri 12/4/26	Fri 12/4/26
CIF Board meeting	1 day	Tue 3/9/27	Tue 3/9/27
State Bond Commission	10 days	Wed 5/5/27	Tue 5/18/27
Assistance Agreement process	60 days	Wed 5/19/27	Tue 8/10/27
Environmental Remediation Public Competitive Bid Duration including drafting and approval for advertisment	30 days	Wed 8/11/27	Tue 9/21/27
ITB advertised	20 days	Wed 9/22/27	Tue 10/19/27
Award and Contracting	40 days	Wed 10/20/27	Tue 12/14/27
Remediation	250 days	Wed 12/15/27	Tue 11/28/28

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: November 5, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

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

From: Michael LeBlanc, Director of Finance MJL

Subject: Eversource Commercial Heat Pump Energy Rebate Application – Washington Parkhouse

Kindly give favorable consideration by approving the attached Eversource Rebate Submission Form between Energize CT and the City of Waterbury. Approval of this Rebate will provide for Energy Efficiency Rebates in the amount up to $57,750 for HVAC energy efficiency measures at the City's Washington Parkhouse Community Center. As this project was funded from the City's Community Development Block Grant (CDBG), the Eversource rebate received will be reported as CDBG Program Income that will be available for allocation in the next Community Action Plan year.

2026 Commercial Heat Pump Energy Optimization Rebate

For Existing Buildings
Energize Connecticut℠

Valid for all commercial and industrial customers ("Customer") of Eversource Electric and United Illuminating Company ("UI"), collectively referred to as "Participating Utilities" or "Utilities", who purchase and install a qualifying heat pump ("Equipment") for an existing business/facility **(Heat pumps in new construction and major renovation projects do not qualify)** on or after **January 1, 2026 through December 31, 2026. The Commercial Heat Pump Energy Optimization Rebate Form (Application) with required documentation must be postmarked no later than February 28, 2027.**

Equipment must be installed by a contractor participating in the Energize Connecticut Heat Pump Installer Network in the service territory of the Participating Utility and must replace oil, propane, natural gas, or electric resistance as the primary heating system. If an existing oil, propane, or natural gas system will be left in place, customer must either install an integrated control or must certify that an existing building control is capable of automatically switching between heat pump and fossil fuel heat at a pre-set outdoor temperature set below 30°F. Documentation of control sequence may be required. If the pre-existing system is being fully displaced, but a new fossil fuel system is being installed in addition to a Heat Pump, this would be a partial displacement. Integrated Control requirements would need to be met to qualify.

The equipment must meet at least one of the following requirements to be considered "Fully Displaced":

- Pre-existing heating system has been removed and new fossil fuel heating system is not being installed.
- Pre-existing heating system has been disconnected from the panel (i.e., wire terminated outside of the circuit panel and no longer energized).
- Pre-existing thermostat(s) have been disconnected from both the system board and walls.
- Pre-existing fuel line has been disconnected and capped.

Completing this form

To claim your rebate, read the terms and conditions before proceeding. All information is required for rebate processing.

Form submission

Via Email:
CommercialHPRebates@ri-message.com

Via Post:
C&I Electric HVAC and Water Heating Rebate Solution
41 Crossroads Plaza #303
West Hartford, CT 06117

Still have questions?

Contact us to discuss your claim:

800-918-9369

CommercialHPRebates@ri-message.com

The Utilities reserve the right to inspect any project at their discretion. Projects totaling more than 20 tons or more than $30,000 in rebates require Pre-Approval and Post-Inspection. Pre-Approval also required for Eversource customers using third party financing Please email CommercialHPRebates@ri-message.com or call 800-918-9369 to schedule.

Required documents

Required for Rebate Payment:

Completed and signed rebate form
IRS W9 Form (For Payee)

Installation invoice from a contractor participating in the Energize CT Heat Pump Installer Network listing:

- Contractor name and address
- Equipment Manufacturer and Model Numbers
- Integrated Control Model Numbers (if applicable)
- Installation Date
- Installation Address
- Total Install Cost
- Marked Paid in Full

Want Your Rebate Faster? Scan the QR code to request your rebate online or visit EnergizeCT.com/nonlighting/apply

Contact and Payee Information

Account Holder (Please Print)

Company Name: City of Waterbury

Installation Site Address: 283 Sylvan Avenue | City: Waterbury | State: CT | Zip: 06706

Project Contact First Name: Thomas | Project Contact Last Name: Crowe

Email: tcrowe@waterburyct.org | Phone: 203-574-6851 ext.7177

Electric Utility (check one): [Eversource] UI | Electric Billing Account Number:

Natural Gas Utility (check one)*: [Eversource] CNG SCG | Natural Gas Billing Account Number:
*Required if Pre-Existing Heating Fuel Type is Natural Gas

Facility Type:
College/University Grocery/Food Sales Hospital Industrial/Manufacturing K-12 School Lodging
Medical Office Multifamily* Office Building Parking Garage Police/Fire Station (24hr) Restaurant
Foodservice Retail Warehouse/Storage Other: Community Center

Has your building received weatherization upgrades in the last 15 years?
Yes
No/Unsure

Fully replacing pre-existing heating system?
Yes (Invoice must indicate removal or disconnection of pre-existing system)
[No (Integrated Control Model # and Integrated Control Setting required)]

Integrated Control Model #: _____
(not required for electric heat or full oil/propane/natural gas displacement)

Integrated Control Setting (check one):
Droop Setting
Switch-over Temperature 30F

**If configured to provide automatic changeover from heat pump to backup heating system, switchover temperature must be set below 30°F.
**Integrated Control must be on the Energize CT Heat Pump QPL to qualify.

Pre-Existing Heating Fuel Type (check one)*:
[Natural Gas] Oil Propane Electric Resistance
*Customers replacing a pre-existing Heat Pump do not qualify for a rebate

Required if Multifamily selected for Facility Type:
Heating Area (check one): Multiple Units Common Area | Number of Units in Building:

Square Feet Covered by New Equipment (required): 9,450 | Total Building Square Footage (required): 10,900

Contractor Information (Must Participate in the Energize CT Heat Pump Installer Network)

Contractor Name: Pro-Mech Inc. | Contact Name: Paul Frigon

Mailing Address: 102 D Filley Street | City: Bloomfield | State: CT | Zip: 06002

Rebate Check Information

Make Rebate Check Payable to (check one): [Customer] Installing Contractor

Contractor Signature (Only Required if Contractor is Payee)

I certify that all statements and information, including any attachments, made in this verification form are correct, complete, true, and accurate to the best of my knowledge, and that I have read and agree to the terms and conditions on this form. I certify that installation and services performed have been in accordance with all applicable municipal, state and federal codes, standards and regulations, as well as program requirements pertaining to the installed system.

By signing below, and subject to concurrence by the contractor, I AUTHORIZE THE COMPANIES TO ASSIGN PAYMENT OF THE HEAT PUMP INCENTIVE listed on the 2024 Heat Pump Rebate Form and subject to the Terms and Conditions listed, to the contractor listed on the contractor's invoice, which must include name and address to send rebate check.

Name: | Signature: | Date:

Payee Information

Payee Name: City of Waterbury

Mailing Address: 235 Grand Street | City: Waterbury | State: CT | Zip: 06702

Form Completed By: Contractor/Distributor/Manufacturer [Customer]

Customer Signature

By signing this form below, I certify that all of the information described on this Application and all documents provided with this Application are accurate and true and that I have read and understand the TERMS AND CONDITIONS on this form. I agree to a verification by a Utility representative of both the sales transaction and product installation and also allow Utility access to pre- and post-monitor the installation. By signing this Application, I further certify that the qualifying Equipment will be installed for use in the Connecticut address stated. Falsifying any of the above information will void this rebate application and any future rebate applications.

Name: Mayor Paul K. Pernerewski, Jr | Signature: | Date:

* Pre-approval is required if Multifamily is selected
**If configured to provide automatic changeover from heat pump to backup heating system, switchover temperature must be set below 30°F.

Want to learn more about the measures below?
Visit EnergizeCT.com/explore-solutions for details

New Equipment Information (Rebate amount will not exceed 75% of the total installation cost.)

Air Source Heat Pumps

Equipment Size	Minimum Efficiency	Qualification	Energy Optimization Rebate	Date Installed	Quantity	Tonnage	Model Number	AHRI Number
< 5.4 Tons (< 65,000 BTUs)	Refer to EnergizeCT.com/HPQPL	AHRI[1]	$1,650/Ton[2]		1	3T	AM036FCMDCG	216032693
					3	4T	AM048FCMDCG	216032694
≥ 5.4 to < 11.25 Tons (≥ 65,000 to < 135,000 BTUs)	15.4 IEER, 3.5 COP	AHRI	$1,650/Ton					
≥ 11.25 to < 20 Tons (≥ 135,000 to < 240,000 BTUs)	14.6 IEER, 3.4 COP	AHRI	$1,650/Ton					
≥ 20 to < 30 Tons (≥ 240,000 to < 375,000 BTUs)	13 IEER, 3.3 COP	AHRI	$1,650/Ton		1	20T	DHK240A3	215390993

Variable Refrigerant Flow (VRF) Heat Pumps

Equipment Size	Minimum Efficiency	Qualification	Energy Optimization Rebate	Date Installed	Quantity	Tonnage	Model Number	AHRI Number
≥ 5.4 to < 11.25 Tons (≥ 65,000 to < 135,000 BTUs)	11.3 EER, 18.9 IEER, 3.4 COP @ 47F	AHRI	$2,250/Ton					
≥ 11.25 to < 20 Tons (≥ 135,000 to < 240,000 BTUs)	10.9 EER, 18 IEER, 3.3 COP @ 47F	AHRI	$2,250/Ton					
≥ 20 Tons (≥ 240,000 BTUs)	9.6 EER, 16.4 IEER, 3.25 COP @ 47F	AHRI	$2,250/Ton					

Ground Source Heat Pumps

(The qualifying EER, COP and BTUs are based on the equipment's Ground-Loop Heat Pump "GLHP" ratings listed by AHRI regardless of the install type)

Equipment Size	Type	Minimum Efficiency	Qualification	Energy Optimization Rebate	Date Installed	Quantity	Tonnage	Model Number	AHRI Number
≤ 11.25 Tons (≤ 135,000 BTUs)	Brine-to-Air	17.1 EER, 3.6 COP	AHRI	$4,000/Ton					
< 5.4 Tons (< 65,000 BTUs)	Brine-to-Water	16.1 EER, 3.1 COP	AHRI	$4,000/Ton					
≥ 5.4 to < 11.25 Tons (≥ 65,000 to < 135,000 BTUs)	Brine-to-Water	16.1 EER, 3.0 COP	AHRI	$4,000/Ton					

The Utilities reserve the right to inspect any project at their discretion. Projects totaling more than 20 tons or more than $30,000 in rebates require Pre-Approval and Post-Inspection. Pre-Approval also required for Eversource customers using third party financing Please email CommercialHPRebates@ri-message.com or call 800-918-9369 to schedule.

If you are installing a qualifying Air Source Heat Pump or Variable Refrigerant Flow (VRF) Heat Pump, but are not displacing an existing fossil fuel system, you could be eligible for a different rebate. Please download the Express Cool Choice[3] form to learn more on how to apply for a Heat Pump that is not displacing fossil fuel.

1 Air Conditioning, Heating, and Refrigeration Institute www.ahridirectory.org
2 Ton calculated based on AHRI cooling capacity. (1 ton = 12,000 BTUs)
3 https://energizect.force.com/midstream/file-asset/Electric_HVAC_Express_Form

Terms and Conditions

Funding Availability: Participants acknowledge that all funding for rebates under this program is derived from the Energy Efficiency Fund, which is managed, in part, by the Participating Utilities, and funded, in part, by their customers. Neither Participating Utility guarantees the availability of funding for this program and each Participating Utility reserves the right to cancel project funding and withhold incentive payments if the Energy Efficiency Fund becomes unavailable or insufficient. Neither Participating Utility is responsible for any costs or damages incurred by Participants if funding for this program or the Energy Efficiency Fund is reduced or eliminated by any governmental or regulatory body. Furthermore, neither Participating Utility will have energy efficiency funds to pay the incentives in such circumstances.

Therefore, rebates are subject to funding availability and may change without prior notice.

Definitions:

- **Participating Utilities:** The Connecticut Light and Power Company, DBA Eversource Energy ("Eversource") and The United Illuminating Company ("UI").
- **Customer(s):** Customers with an active electric account within Eversource or UI territory in the State of Connecticut.
- **Contractor(s):** Third-party businesses engaged in supporting the installation of Energy Efficiency Measures ("EEMs") and the submission of rebate applications.
- **Participants:** Collectively refers to Customers and Contractors.

Application Form & Required Documentation: This application must be filled out completely, truthfully, and accurately. The Participants or their authorized representatives must sign, date, and submit this completed application along with the:

- Itemized installation invoice with Contractor Name and Address, Equipment Manufacturer and Model Numbers, Quantities, Installation Date, Date of Purchase, Installation Address, Itemized Cost with separate line items for labor and equipment, and Proof of Payment. Equipment line items must include equipment type, make, model, quantity, itemized cost, and date of purchase.
- IRS W-9 Form (for Customer)
- Pre-Approval and/or Post Inspection Letters (if required)

Eligibility: Rebates are available to Eversource commercial and industrial customers, as well as UI customers with a commercial rate code on their electric service. Eligible equipment and products must be installed within the service territory of the Participating Utility. Additionally, residential customers may apply for rebates for common areas of multi-family housing. Eversource multi-family customers must have a commercial revenue code on their account to qualify for rebates. Please note that Eversource and UI reserve the right to exclude any third party from participation in the program at any time.

Inspections & Pre-Approval: The Participating Utilities reserve the right to inspect Customer facilities irrespective of the requested rebate amount. Pre-approval and a post inspection is required if the rebate total is greater than $30,000 or the total tonnage of Heat Pumps is greater than 20. Pre-Approval also required for Eversource customers using third party financing. The Participating Utilities reserve the right to adjust the incentive amount. Failure to obtain pre-approval may result in the applicant receiving a lower rebate amount. The Participating Utilities reserve the right to request a member of the Customer or Contractor team to be present on-site or available via phone during the inspection to assist and verify proof of installation. If a Participating Utility requests a pre-inspection, it is the responsibility of the Participants to coordinate with the program team to schedule an appointment. Similarly, if a Participating Utility requests a post-inspection, the Participants must inform the program team once the installation is complete and schedule an appointment. For inquiries regarding the status of your pre-approval or to schedule an inspection, please reach out to the program team at **1-800-918-9369** or via email at CommercialHPRebates@ri-message.com.

Rebate Offer: Rebate offer is available for qualifying equipment and products that are purchased and installed between **January 1st, 2026 and December 31st, 2026**. Rebate levels will be confirmed upon receipt of application and all required documents. Rebate amount will not exceed 75% of the total installation cost. See attached eligibility sheet for qualifying equipment specifications. The Participating Utility reserves the right to cap rebate amounts. Contact the Participating Utility representative for details.

Verification of Transactions: The Participating Utilities reserve the right to verify invoicing and sales transactions.

Rebate Processing and Payment: Please allow at least 30 days for payment processing. Additional time may be required for more complex projects or those suspected of non-compliance. Payment to designated third party on rebate form will be permitted.

Endorsement: The Participating Utilities do not endorse any manufacturer, product, or system design in promoting this Program.

Tax Liability: The Participating Utility will not be responsible for any tax liability that may be imposed on the Customer because of the payment of rebates. All Customers must supply their Federal Tax Identification Number or Social Security Number (IRS W9 Form) as part of this Application to receive a rebate.

Warranty: The Participating Utility makes no warranties or representation of any kind, whether statutory, expressed, or implied, including, without limitations, warranties of merchantability or fitness for particular purpose regarding the system or services provided by a manufacturer or vendor. Contact the Contractor for details regarding system performance of the EEMs. The Participating Utility does not guarantee that the listed EEMs will result in energy and/or cost savings.

Terms and Conditions (Cont.)

Funding Availability: Participants acknowledge that all funding for rebates under this program is derived from the Energy Efficiency Fund, which is managed, in part, by the Participating Utilities, and funded, in part, by their customers. Neither Participating Utility guarantees the availability of funding for this program and each Participating Utility reserves the right to cancel project funding and withhold incentive payments if the Energy Efficiency Fund becomes unavailable or insufficient. Neither Participating Utility is responsible for any costs or damages incurred by Participants if funding for this program or the Energy Efficiency Fund is reduced or eliminated by any governmental or regulatory body. Furthermore, neither Participating Utility will have energy efficiency funds to pay the incentives in such circumstances.

Therefore, rebates are subject to funding availability and may change without prior notice.

Limitations of Liability: The liability of the Participating Utility is limited to paying the rebate specified. The Participating Utility is not liable for any damages arising out of or resulting from participation in this rebate offer. Such damages include, but are not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. Additionally, the Participating Utility shall not be liable for any indirect, incidental, punitive, special, or consequential damages, or for any damages in total connected with or resulting from participation in this program.

Energy Efficiency Measures (EEMs): To be eligible for an incentive, the Participant must install the EEMs specified in the application and corresponding offer letter. Only EEMs specified within the offer letter are eligible for incentives. The Participant is not obligated to install any of the EEMs referenced in the offer letter. However, the incentive(s) offered in the offer letter will be forfeited for EEMs that are not installed.

Project Evaluation: The Participating Utilities reserve the right, at the expense of the Energy Efficiency Fund (and not the Customer), to conduct a confidential project evaluation within five years of incentive payment. This evaluation will occur under actual operating conditions to determine the actual energy savings. The Customer is required to provide site access and necessary information to facilitate this evaluation. Customers consent to the project evaluation when they apply for the rebate.

Electric Benefits: Apart from the energy cost savings realized by the Customer and the incentives provided to offset the cost of EEMs, the Participating Utilities are entitled to 100% of the benefits, credits, and rights associated with the EEMs. This includes, but is not limited to, ISO-NE products and all other attributes, payments, or products associated therewith under any regional initiative or federal, state, or local law, program, or regulation. By participating in the program, the Customer waives any right to these benefits and agrees not to seek them.

Dispute Resolution and Confidentiality: In the event of any dispute arising from or relating to this rebate program, including but not limited to disagreements between Participants and the Participating Utilities regarding appropriate incentive amounts, application rejection, and participant probation, suspension, or expulsion, the following dispute resolution process shall be followed:

- **Mediation:** The parties involved shall first attempt to resolve the dispute through mediation.
- **Arbitration:** Should mediation fail to resolve the dispute within 45 days after the appointment of a mediator, the dispute shall be finally resolved through confidential, final, and binding arbitration. The arbitration shall be conducted in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration, with a sole arbitrator selected from the CPR Panels of Distinguished Neutrals. The arbitration proceedings shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The place of arbitration shall be Hartford, Connecticut.
- **Confidentiality Clause:** The Participating Utilities respect the rights of Customers and Contractors to express their opinions and concerns but are ultimately responsible for maintaining the integrity and reputation of this rebate program. To strike a balance between these interests, the Participating Utilities may include confidentiality clauses in agreements or contracts. These clauses may restrict the disclosure of sensitive information related to the program's operations, proprietary information, or trade secrets. By agreeing to participate in the program, Contractors and Customers acknowledge and agree to abide by any such confidentiality provisions.
- **Time Limitation:** Any arbitration proceedings must be commenced within two years of the conduct or action giving rise to the dispute.
- **Enforcement:** The judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

MASC

CONTRACT APPENDIX LIST CD YR 52

- ☑ **Appendix A**
  - ☑ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☑ **Appendix C**
  - ☑ Low/Moderate Income Guidelines
- ☑ **Appendix D**
  - ☑ Expected Expenditure Statement
  - ☑ IRS Tax Exempt Status Letter
- ☑ **Appendix E**
  - ☑ Sub-Recipient Budget
- ☑ **Appendix F**
  - ☑ Sub-recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☑ Debarment Certification
- ☑ **Appendix H**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy

- ☑ **Additional Compliance Requirements**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

CORPORATE RESOLUTION

I, Benjamin Clapp, hereby certify that I am the duly elected and acting Secretary of Manufacturing Alliance Service Corp, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 14th day of October, 2026.

"It is hereby resolved that Nicholas Albini, Executive Director is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Manufacturing Alliance Service Corp, corporation this 14th day of October, 2026.

10.14.26

Ben Clapp
Secretary

APPENDIX B

Sub-Recipient Program Narrative

MASC

Manufacturing Alliance Service Corporation
173 Interstate Lane, Waterbury, CT 06705
203-574-8285 | www.mascttc.com

Year 52 CDBG Manufacturing Training Narrative

Manufacturing Alliance Service Corporation (MASC) will use City of Waterbury Year 52 Community Development Block Grant (CDBG) funding to provide 10 additional student seats in its manufacturing training programs for low-income Waterbury residents. The program will focus on individuals who are unemployed or underemployed, residents returning to the community following incarceration, and veterans. Its goal is to prepare participants for employment with local manufacturers and improve their earning potential and economic self-sufficiency.

Established in 1994 as a postsecondary training facility, MASC provides accelerated manufacturing training to support industry partners in Waterbury and surrounding communities. This project builds on MASC's established programs and experience administering CDBG-funded training. It addresses local employers' need for trained, entry-level manufacturing workers while expanding access to career opportunities for residents who face barriers to employment.

MASC will promote the program through community partners, career fairs, job fairs, and other outreach events. During the approved contract period, participants will receive manufacturing instruction designed to develop the technical skills needed for employment in a trade. Training will include applicable NIMS credential assessments and OSHA safety training requirements. The additional funded seats will expand participation in MASC's existing programs in accordance with the approved contract scope and budget.

MASC will evaluate program performance through training completion, results of applicable credential assessments and safety training, and placement in employment. Job placement will serve as a key measure of progress toward the program's objective of helping low-income residents move toward economic self-sufficiency. MASC's school leadership will oversee program delivery, with financial oversight through the Northwest Regional Workforce Investment Board.

APPENDIX C

Low/Moderate Income Guidelines

CITY OF WATERBURY
Community Development Program
CD Year 52
10/1/2026 – 9/30/2027
CDBG - CLIENT INTAKE DATA FORM

The following statistical information is required by the United States Department of Housing and Urban Development (HUD). It is required that every social service agency that receives Community Development Block Grant (CDBG) funds fill out a monthly Direct Benefit Activities report. This information will be used to process our annual Grantee Performance Report. The information provided on this form is pertinent for future funding of this program. If this program is for persons under the age of eighteen, this questionnaire must be filled out by a parent or legal guardian. **THIS INFORMATION IS STRICTLY CONFIDENTIAL.**

Client Name: _____ Signature: _____

Phone: _____ Program Name: _____ Date: _____

1. **Have you used this program, and completed an Intake Form since October 1, 2026?** Yes: _____ No: _____

   (If you answered **yes**, please **do not** complete the rest of this questionnaire).

2. **Marital Status:** Single: _____ Married: _____ Divorced: _____ Widowed: _____

3. **Please *circle* the total number of people in your family and *circle* your total annual income under the family column.**

	1-person family	2-person family	3-person family	4-person family	5-person family	6-person family	7-person family	8-person family
A	$0 – $26,150	$0 – $29,900	$0 – $33,650	$0 – $37,350	$0 – $40,350	$0 – $44,360	$0 – $50,040	$0 – $55,720
B	$26,151 – $43,600	$29,901 – $49,800	$33,651 – $56,050	$37,351 – $62,250	$40,351– $67,250	$44,361 – $72,250	$50,041 – $77,200	$55,721 – $82,200
C	$43,601 – $69,750	$49,801 – $79,700	$56,051 – $89,650	$62,251 – $99,600	$67,251 – $107,600	$72,251 – $115,550	$77,201 – $123,550	$82,201 – $131,500
D	$69,751 & UP	$79,701 & UP	$89,651& UP	$99,601 & UP	$107,601 & UP	$115,551 & UP	$123,551 & UP	$131,501 & UP

The above letters represent income limits based on percentages of Waterbury's median income:
A=Extremely Low (30%) B=Low (50%) C=Moderate (80%) D=Non-Low Income (+80%)

4. **ETHNICITY:**

ARE YOU OF LATINO/HISPANIC DESCENT? YES: _____ NO: _____

THE TWO ETHNIC CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

b) **Not Hispanic or Latino** – a person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

5. **RACE:**

PLEASE CHECK ONE OF THE FOLLOWING CATEGORIES REGARDING YOUR RACE:

White: _____ Black/African American: _____ Asian: _____ American Indian/Alaskan Native: _____
Native Hawaiian/ Other Pacific Islander: _____ American Indian/Alaskan Native & White: _____ Asian & White: _____
Black/African American & White: _____ American Indian/Alaskan Native & Black/African American: _____Other (Multi-Racial): _____

THE FIVE RACIAL CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **American Indian or Alaskan Native** – a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

b) **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

c) **Black or African American** – a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

d) **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

e) **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

6. **PHYSICAL DISABILITY: Please select Yes ___ or No____**

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: _Sub-Recipient Address:	Manufacturers Alliance Service Corps. 173 Interstate Lane Waterbury, CT 06705
3. The Sub-Recipient's fiscal year is from:	October 1, 2026 to Sept 30, 2027
4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling:	less than $100,000
5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete?	N/A

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

Manufacturing Alliance Service Corporation
Name of Sub-Recipient

10-14-26
Date

Nicholas John Albini
Authorized Signature

Nicholas John Albini, Executive Director
Print Name and Title

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0437618933
Sep. 13, 2024 LTR 4168C 0
06-1370390 000000 00
00034670
BODC: TE

MANUFACTORING ALLIANCE SERVICE
CORPORATION INC
173 INTERSTATE LANE
WATERBURY CT 06705-2661

000432

Employer ID number: 06-1370390
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Sep. 04, 2024, about your tax-exempt status.

We issued you a determination letter in May 1994, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

Manufactoring Alliance Service Corporation Inc.

EIN: 06-1370390 | Waterbury, Connecticut, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

APPENDIX E

Sub-Recipient Budget

Organization Name: Manufacturing Alliance Service Corporation

CD YEAR 52 – CDBG BUDGET FORM

CATEGORY	CDBG FUNDS	LEVERAGED FUNDS	TOTAL BUDGET
Tuition, books, materials, testing for NIMS/OSHA for Manufacturing programs	$ 55,000	$ 624,444.10	$ 689,444.10
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
CD Year 52 Total	$ 55,000	$ 624,444.10	$ 689,444.10

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Highstreet Insurance & Financial Services 10 Main Street, 4th Floor Bristol CT 06010	**CONTACT NAME:** Christine Nardi **PHONE (A/C, No, Ext):** 860-314-4587 **FAX (A/C, No):** 860-589-6406 **E-MAIL ADDRESS:** NewEngland.info@highstreetins.com
INSURED MANUALL-01 Manufacturing Alliance Service Corp. 173 Interstate Lane Waterbury CT 06705	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Casualty Ins Co — 29424 **INSURER B :** Sentinel Insurance Co, Ltd. — 11000 **INSURER C :** United States Liability Insurance Company — 25895 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 257241236 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	02SBAAG3536	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	02UECBA0509	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	02SBAAG3536	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	02WECAC6R6H	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Cvg			NDO1580225G	6/30/2026	6/30/2027	Aggregate Each Occurrence EPL	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CD YR 52
The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis per written contract. All policies shall include a Waiver of Subrogation.

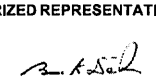
CERTIFICATE HOLDER

The City of Waterbury
235 Grand Street
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 02 WEC AC6R6H **Endorsement Number:**
Effective Date: 03/01/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MANUFACTURING ALLIANCE SERVICE CORP.
173 INTERSTATE LN
WATERBURY CT 06705

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

City of Waterbury, 235 GRAND ST, WATERBURY, CT, 06702

Countersigned by _____
Authorized Representative

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
Manufacturing Alliance Service Corp. (MASC)

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 – CDBG
Funds will cover cost of training, materials, supplies and testing fees for credentials.

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/21/2026

Insurance Certificate Term: 06/30/2026 – 06/30/2027 Professional
03/01/2026 – 03/01/2027 General & Umbrella

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Highstreet Insurance & Financial Services 10 Main Street, 4th Floor Bristol CT 06010	CONTACT NAME: Christine Nardi PHONE (A/C, No, Ext): 860-314-4587 FAX (A/C, No): 860-589-6406 E-MAIL ADDRESS: NewEngland.info@highstreetins.com
INSURED MANUALL-01 Manufacturing Alliance Service Corp. 173 Interstate Lane Waterbury CT 06705	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Ins Co — 29424 INSURER B : Sentinel Insurance Co, Ltd. — 11000 INSURER C : United States Liability Insurance Company — 25895 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 257241236 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	02SBAAG3536	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
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A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	02SBAAG3536	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	02WECAC6R6H	3/1/2026	3/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Cvg			NDO1580225G	6/30/2026	6/30/2027	Aggregate Each Occurrence EPL	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CD YR 52
The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis per written contract. All policies shall include a Waiver of Subrogation.

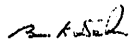
CERTIFICATE HOLDER

The City of Waterbury
235 Grand Street
Waterbury CT 06702

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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Prepared on
8/19/2026 by CB

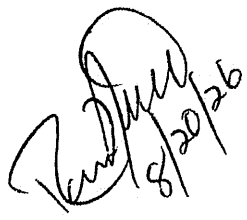
CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - CDBG
Funds will cover cost of training, materials, supplies and testing fees for credentials.
~ Manufacturing Alliance Service Corporation

Insurance Requirements

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

General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate



Professional Liability/E&O: **$1,000,000 each Wrongful Act**
$1,000,000 Aggregate

****Other Insurance Required: Abuse / Molestation Liab Ins. $1,000,000each Occurrence**
$1,000,000 Aggregate
(Applicable to Contractors working directly with Youth/Minors)

Payment/Performance Bond Determination:
All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - CDBG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Prepared on
8/19/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - CDBG
Funds will cover cost of training, materials, supplies and testing fees for credentials.
~ Manufacturing Alliance Service Corporation

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Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - CDBG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 - CDBG - Funds will cover cost of training, materials, supplies and testing fees for cre

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☑ / **Multi Year** ☐

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☑ / **No** ☐

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☑

   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☑ / **No** ☐

   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: n/a

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Funds will cover cost of training, materials, supplies and testing fees for credentials.

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors

Annual Statement of Financial Interests

Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: xxx-xx-1562

County of New Haven

Nicholas Albini, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Executive Director of Manufacturing Alliance Service Corporation (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 N/A		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	N/A			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	Nicholas John Albini	Executive Director	MASC	114 Birchfield Dr.	5-17-53
2	Nicholas John Albini	Executive Director	MASC	2462 E. Main St.	5-17-53
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	N/A		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Patricia Donnelly
Witness

Nicholas John Albini
Name of Corporate Signatory
173 Interstate Lane
Waterbury, CT 06705
Address of Business

Affix
Corporate
Seal

By: Nicholas John Albini
Name of Authorized Corporate Officer

Its: Executive Director
Title

State of Connecticut)
) SS
County of New Haven)

Nicholas John Albini being duly sworn,

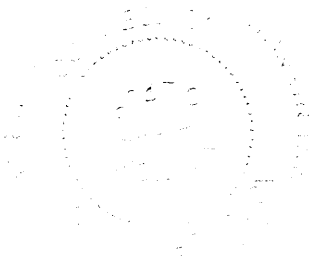
deposes and says that he/~~she~~ is Executive Director of MASC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 20th day of October 2026

(Notary Public)

My Commission Expires: 3/31/31

State of: Connecticut
County of: New Haven
Scribed and sworn to before me this 20th day of October 2026
Genny Fonseca, Notary Public
My Commission Expires: 3/31/31



MASC -- BOARD OF DIRECTORS -- 10/21/26 - 09/30/2027					
First Name	**Last Name**	**Board Title**	**Employer / Company / Status**	**Phone Number**	**Address**
Suzette	Herrick	Director	Unipharm	203-528-3230	75 Progress Ln, Waterbury, CT 06705
Brendan	McCann	Secretary	CT Department of Labor	203-437-3380	249 Thomaston Avenue, Waterbury, CT 06702
Neil	Tremaglio	Treasurer	Waterbury Swiss Automatics	203-573-8584	43 Mattatuck Heights Road, Waterbury, CT 06705
Edgar	Auchincloss	Director	Smallers Manufacturers Association of CT, M&T Bank	203-575-0711	173 Interstate Lane Waterbury, CT 06705
Paul	Huber	Director	Comex	203-334-2197	559 Pepper St., Monroe, CT 06468
Vacancy	Vacancy				
Michael	Rocheleau	Director	PTA Plastics	203-888-0585	148 Christian Street, Oxford, CT 06478
Lisa	Leonard	Director	Forum Contract Manufacturing	203-754-0777	64 Seemar Road, Watertown, CT 06795
Michael	Harris	President	Waterbury Dept of Education	203-525-0240	175 Birch Street, Waterbury, CT 06704
Joseph	McGrath	Director	Waterbury Department of Economic Development	203-574-6712	235 Grand Street, Waterbury, CT 06702
Judith	Mancini	Director	City of Waterbury, Office of the Mayor	203-574-6712	235 Grand Street, Waterbury, CT 06702
Neil	O'Leary	Director	Former Mayor of the City of Waterbury	203-228-3018	235 Grand Street, Waterbury, CT 06702
Darren	Schwartz	Director	Superintendent of Waterbury Public Schools	203-574-8000	236 Grand Street, Waterbury, CT 06702

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Manufacturing Alliance Service Corporation
(Name of Organization)

Nicholas J. Albini
Signature of Individual (or Authorized Signatory)

10-14-26
Date

Nicholas John Albini, Executive Director
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: Manufacturing Alliance Service Corporation
   173 Interstate Lane
   Waterbury, CT 06705
2. Print Name and Title of Authorized Representative: Nicholas John Albini
3. Signature of Authorized Representative: Nicholas J. Albini
4. Date: 10-14-2026

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ADA/Discrimination Statement

Manufacturing Alliance Service Corp., Inc. does not discriminate in admission to, access to, treatment in, or employment in its services, programs, and activities, on the basis of race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964 (Title VI); on the basis of sex, in accordance with Title IX of the Education Amendments of 1972 (Title IX); on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (ADA), or on the basis of age, in accordance with the Age Discrimination Act of 1975 (Age Discrimination Act); or any other protected status, such as sex orientation. Individuals with any type of disability who may need accommodations are required to contact; Manufacturing Alliance Service Corp., Inc.at least 2 weeks in advance.

General Accessibility and Accommodation

All activities offered by Manufacturing Alliance Service Corp., Inc. are held in accessible locations. Accommodations for individuals with a disability are available upon request. Please contact Ms. M. Addona (203) 574-8285 for help with accommodations, complaints or inquiries.

Inquiries/Complaints

Any inquiries and/or complaints can be filed with the Office of Higher Education, 450 Columbus Blvd., Hartford, CT. 06105 (860) 947-1816.

Affirmative Action Statement:

It is the policy of the Connecticut State Board of Higher Education that no person shall be denied benefits of or otherwise discriminated against under any program, including employment, because of race, color, religious creed, sex, age national origin, ancestry, marital status, sexual orientation, mental retardation, and past/present history of mental disorder, learning disability and physical disability.

MASC

Technical Training Center
-Waterbury-

173 Interstate Lane, Waterbury, CT, 06705 - Phone: 203-574-8285

October 13, 2026

Office of Community Development

City of Waterbury

This letter is to confirm all MASC instructors and office staff have been given a copy of our Drug Free Policy and we have copies of the workplace employee handbook. MASC has signed a letter of receipt and understanding from every employee which is filed in our staff records. All staff records are stored with the Executive Director in secure cabinets at 173 Interstate Lane, Waterbury, CT 06705.

Respectfully submitted,

Nicholas Albini

Executive Director

MASC
Technical Training Center

Drug-Free Workplace Policy

Manufacturing Alliance Service Corp (MASC) is committed to maintaining a safe and productive work environment for all employees. As part of this commitment, we have established the following Drug-Free Workplace Policy:

1. Prohibited Conduct:
   - The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on company premises or while conducting company business off-site.
   - Employees are prohibited from reporting to work or performing job duties while under the influence of alcohol or illegal drugs.
   - The misuse of prescription drugs is also prohibited, unless the medication has been prescribed by a licensed healthcare provider and the employee's ability to perform essential job functions is not impaired.

2. Testing and Enforcement:
   - Pre-employment drug testing may be conducted for all prospective employees.
   - Employees may be subject to random drug testing, as well as testing under circumstances where drug use is suspected (e.g., after accidents, incidents, or reasonable suspicion).
   - Refusal to submit to testing or a confirmed positive test may result in disciplinary action, up to and including termination of employment.

3. Confidentiality:
   - All information related to drug testing and any drug-related violations will be kept confidential to the extent possible, and disclosed only on a need-to-know basis or as required by law.

4. Employee Assistance:
   - MASC recognizes that substance abuse is a treatable illness and encourages employees who have problems with substance abuse to seek assistance. Confidential counseling and rehabilitation services may be available through employee assistance programs or community resources.

5. Compliance and Acknowledgment:

- Compliance with this policy is a condition of employment with MASC. All employees are required to review and acknowledge this policy upon hire and on an annual basis thereafter.
- Violations of this policy may result in disciplinary action, up to and including termination.

6. Legal Compliance:
- MASC complies with all federal, state, and local laws regarding drug-free workplaces, including but not limited to the Drug-Free Workplace Act and relevant regulations.

Conclusion:
Maintaining a drug-free workplace is essential for the safety, health, and well-being of all employees at Manufacturing Alliance Service Corp. We are committed to ensuring that our workplace remains free from the influence of drugs and alcohol to promote a productive and safe environment for everyone.

Effective Date:
This policy is effective immediately upon adoption and supersedes any prior policies or practices related to drug and alcohol use in the workplace.

Acknowledgment:
I acknowledge that I have received, read, and understand the Drug-Free Workplace Policy of Manufacturing Alliance Service Corp. I agree to comply with the provisions outlined in this policy as a condition of my employment.

_____

Employee Name (Printed)

_____

Employee Signature

_____

Date

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 10/20/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

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.

Manufacturing Alliance Service Corporation
Nicholas Albini
173 Interstate Lane
Waterbury, CT 06705

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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
MANUFACTURING ALLIANCE SERVICE CORPORATION, INC.

THIS SUBRECIPIENT AGREEMENT (the "Agreement" or "Contract"), effective on the date executed by the Mayor, is by and between the CITY OF WATERBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 235 Grand Street, Waterbury, Connecticut 06702 ("City") and Manufacturing Alliance Service Corporation, Inc., of 173 interstate Ln. Waterbury, Connecticut, 06705 (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Community Development Block Grant "CDBG" Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the City wishes to engage the Subrecipient in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient will be responsible for administering eligible activities in accordance with 24 CFR 570.201, 570.207, and 570.503, as may be amended from time to time, in a manner satisfactory to the City and consistent with any standards required as a condition of disbursing CDBG funds to the Subrecipient. The Subrecipient agrees to provide such eligible activities which shall include and be limited to the following: See **APPENDIX B** for Program Narratives, said Appendix being a material provision of this Agreement.

1.2. National Objective. The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the National Objective to benefit low/moderate income persons defined in 24 CFR 570.208 (See, **APPENDIX** C for Low/Mod Income Guidelines).

1.3. Levels of Accomplishment. The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.4. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Documentation and Record-Keeping.

2.1.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR 570.506, as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1.1. Records providing a full description of each activity undertaken;
2.1.1.2. Records demonstrating that each activity undertaken meets the objectives of the CDBG Program;
2.1.1.3. Records required to determine the eligibility of activities;
2.1.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
2.1.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
2.1.1.6. Financial records as required by 24 CFR 570.502, 2 CFR 200.328, and 2 CFR 200.302, as may be amended from time to time;
2.1.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570, as may be amended from time to time; and
2.1.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.1.2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contact shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable three (3) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable three (3) year period, whichever occurs later.

2.1.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name,

address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request.

2.1.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.1.5. Property Records. If applicable, the Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable and as may be amended from time to time. Subrecipient shall further maintain records, which clearly identify any and all personal property and/or fixtures purchased, improved, or sold.

2.1.6. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed pursuant to 24 CFR 570.509, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances, and accounts receivable to the City, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

2.1.7. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD, and/or the Comptroller General of the United States deem necessary to audit, examine, and make excerpts or transcripts of all relevant data.

2.1.7.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as may be amended from time to time. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.1.7.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.1.7.3. Failure of the Subrecipient to comply with this subsection 2.1.7 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, hereby made a material provision of this Agreement.

2.1.8. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7 of this Agreement), if applicable.

2.1.9. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, (iv) and any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 24 CFR 570.500(a), as may be amended from time to time, and generated by activities carried out with CDBG Funds made available under this Agreement. All program income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient shall comply with all requirements as set forth in 24 CFR 570.504, as may be amended from time to time, regarding the use of such Program Income. By way of further limitations, if allowed by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 8 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional CDBG Funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date.

3.2. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the contract payment amount set forth in Section 9 of this Agreement. Payments will be adjusted by the City in accordance with Program Income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate CDBG Funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

3.3. In the event the Subrecipient uses program funds for construction projects, the Subrecipient shall include language in its contract with the subcontractor that the subcontractor shall pay the City the sum of One Hundred Dollars ($100.00) per calendar day for each and every calendar day for which the subcontractor shall be in default in completing the work beyond the time for completion set forth in this subcontract. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Subrecipient under this Agreement.

3.4. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER PROGRAM REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Part 570, Subpart K, other applicable law, and as may be amended from time to time, except that:

4.1.1. The Subrecipient does not assume the City's environmental responsibilities described in 24 C.F.R. § 570.604, as may be amended from time to time; and

4.1.2. The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52, as may be amended from time to time.

5. SUSPENSION, TERMINATION and DEBARMENT

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include, but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination.

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the

Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges that the City is a municipal corporation, and that, consequently, this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services, and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services, or functions in such manner and for such periods of time as the City may elect and the charges

payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan). Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000.00 may, upon written approval of the City, either:

6.1.1. Be used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901), as may be amended from time to time, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or

6.1.2. If the Subrecipient determines, after consultation with any affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under Subsection 6.1.1 of this section the Subrecipient may retain or dispose of the property for the changed use if the CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvement to, the property. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 C.F.R. § 570.504(b)(4) or (5), as applicable and as amended from time to time, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program in accordance with Section 6 hereof, the property no longer will be subject to any CDBG requirements.

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be incurred by no later than September 30, 2027, and no rollovers are permitted. The term of this Agreement and the provisions herein may be extended solely at the discretion of the City.

8. BUDGET

8.1. See **APPENDIX E** for Subrecipient Budget, said **APPENDIX E** being a material provision of this Agreement. Any amendments to the budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Fifty-Five Thousand One Hundred and Seventy Dollars and Thirty-Five Cents. ($55,170.35). Request(s) for reimbursement of eligible expenses shall be made against the line item budgets specified in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but no later than October 15, 2027, following the Completion Date of the Time of Performance as specified in Section 8 above. Any bill not so submitted shall not be reimbursed and shall be void.

9.2. The Subrecipient shall minimize the amount of time lapsing between the receipt of CDBG funds and their disbursement per 2 CFR 200.305, the Treasury Regulations at 31 CFR 205, other applicable law, and as may be amended from time to time.

9.3. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.4. The reimbursement procedure is as follows:

9.4.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement;

9.4.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City;

9.4.3. In addition to the requirements set forth in Subsection 9.4.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc., providing evidence of the disbursement of funds for which reimbursement was sought;

9.4.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by email and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Phone: 203-346-3810

SUBRECIPIENT:

_____
_____
_____
_____
_____
Phone: _____
Email: _____

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this Contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. Subrecipient shall agree to maintain in force at all times during the Contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on

a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to the City prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars

($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement, as they may be amended from time to time. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Build America, Buy America (BABA) – Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12.2.1. Subcontract Provisions. The Subrecipient shall include the provisions of Subsection 12.2 (BABA), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s), and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this section is to cause and ensure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax

withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION and HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200, as modified by 24 CFR 570.502, other applicable law, and as may be amended from time to time, and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement.

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318 - 200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy Federal Procurement Standards as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318 - 200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 570.502, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

14.3. Ethics

14.3.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

14.3.1.1. 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;

14.3.1.2. 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;

14.3.1.3. 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;

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

14.3.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties;

14.3.1.6. 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 14.3.1.6, 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 14.3.1.6 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;

14.3.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this

Subsection 14.3.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

14.3.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 14.3.1.1-14.3.1.7;

14.3.1.9. The Subrecipient 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;

14.3.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

14.3.1.11. The Subrecipient 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.

14.3.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

14.3.1.13. 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.

14.3.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

14.3.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

15. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING PLACEMENT

15.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974 as amended; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

16. PERSONNEL AND PARTICIPANT CONDITIONS

16.1. Civil Rights

16.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances and with Title VI of the Civil Rights Act of 1964 as amended (42 USC §§ 2000d–2000d-7), Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 USC §§ 5304(b), 5309), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g), the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and remaining applicable regulations issued pursuant to Presidential Executive Order 11246, since repealed by Presidential Executive Order 14173; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances, as all may be amended from time to time.

16.1.2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and further agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 24 CFR 570.601 and 602), as may be amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City, and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

16.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC §794), as may be amended, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with aforementioned regulations during the term of this Agreement.

16.2. Affirmative Action

16.2.1. Approved Plan. The Subrecipient shall submit to the City its own Affirmative Action Program, as set forth in **APPENDIX H** in keeping with those remaining applicable federal regulations promulgated pursuant to Executive Order 11246 of September 24, 1965, since repealed by Executive Order 14173 of January 21, 2025. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the use of funds.

16.2.2. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of

this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business in lieu of an independent investigation.

16.2.3. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein

16.2.4. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer in conformance with current federal regulations.

16.2.6. Subcontract Provisions. The Subrecipient shall include the provisions of Sections 16.1 and 16.2 (Civil Rights and Affirmative Action respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

16.3. Employment Restrictions

16.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

16.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing And Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

16.3.3. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

16.3.4. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing seven (7) or fewer units, all contractors engaged in any single contract in excess of $2,000.00 for construction, renovation or repair work, financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements, including the Davis-Bacon Act, as amended, pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates are higher than those rates required under the regulations as imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

16.3.5. Section 3 Clause.

16.3.5.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

16.3.5.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> **16.3.5.2.1.** "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

16.3.5.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

> **16.3.5.3.1.** The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

16.3.5.4. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

16.3.5.5. Subcontracts. The Subrecipient will include this Section 3 clause as set forth in Subsection 16.3.5.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.3.5.6. Conduct.

16.3.5.6.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16.3.5.6.2. Subcontracts

16.3.5.6.2.1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

16.3.5.6.2.2. *Monitoring.* The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

16.3.5.6.2.3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

16.3.5.6.2.4. *Selection Process.* The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2 herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

16.3.5.6.3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

16.3.5.6.4. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of City or of any designated public agencies or Subrecipients, which are receiving funds under the CDBG Entitlement program.

16.3.5.6.5. Lobbying. The Subrecipient hereby certifies that:

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

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

16.3.5.6.5.3. It will require that the language of Subsection 16.3.5.6.4 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

16.3.5.6.5.4. *Lobbying Certification.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

16.3.5.6.6. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16.3.5.6.7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j), as may be amended from time to time.

17. ENVIRONMENTAL CONCERNS

17.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

17.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

17.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401, et seq.):

17.1.1.2. *Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

17.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

17.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

17.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101) as may be amended from time to time, and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

17.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

18. MISCELLANEOUS

18.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

18.2.4. strikes and labor disputes; and

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

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

18.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

Paul K. Pernerewski, Jr.
Mayor

(Date)

SUBRECIPIENT

Nicholas J. Albani
(Sign Name)

Executive Director
(Title)

Manufacturing Alliance Service Corporation, Inc.
Manufacturing Alliance Service Corporation, Inc.

10-14-2026
(Date)

CITY OF WATERBURY
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
NEIGHBORHOOD HOUSING SERVICES OF WATERBURY, INC.

THIS SUBRECIPIENT AGREEMENT (the "Agreement" or "Contract"), effective on the date executed by the Mayor, is by and between the CITY OF WATERBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 235 Grand Street, Waterbury, Connecticut 06702 ("City") **and Neighborhood Housing Service of Waterbury, Inc., of, 193 Grant St. Waterbury, Connecticut 06702** (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Community Development Block Grant "CDBG" Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the City wishes to engage the Subrecipient in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient will be responsible for administering eligible activities in accordance with 24 CFR 570.201, 570.207, and 570.503, as may be amended from time to time, in a manner satisfactory to the City and consistent with any standards required as a condition of disbursing CDBG funds to the Subrecipient. The Subrecipient agrees to provide such eligible activities which shall include and be limited to the following: See **APPENDIX B** for Program Narratives, said Appendix being a material provision of this Agreement.

1.2. National Objective. The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the National Objective to benefit low/moderate income persons defined in 24 CFR 570.208 (See, **APPENDIX** C for Low/Mod Income Guidelines).

1.3. Levels of Accomplishment. The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a

schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.4. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Documentation and Record-Keeping.

2.1.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR 570.506, as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1.1. Records providing a full description of each activity undertaken;
2.1.1.2. Records demonstrating that each activity undertaken meets the objectives of the CDBG Program;
2.1.1.3. Records required to determine the eligibility of activities;
2.1.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
2.1.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
2.1.1.6. Financial records as required by 24 CFR 570.502, 2 CFR 200.328, and 2 CFR 200.302, as may be amended from time to time;
2.1.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570, as may be amended from time to time; and
2.1.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.1.2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contact shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable three (3) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable three (3) year period, whichever occurs later.

2.1.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request.

2.1.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.1.5. Property Records. If applicable, the Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable and as may be amended from time to time. Subrecipient shall further maintain records, which clearly identify any and all personal property and/or fixtures purchased, improved, or sold.

2.1.6. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed pursuant to 24 CFR 570.509, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances, and accounts receivable to the City, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

2.1.7. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD, and/or the Comptroller General of the United States deem necessary to audit, examine, and make excerpts or transcripts of all relevant data.

2.1.7.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as may be amended from time to time. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.1.7.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.1.7.3. Failure of the Subrecipient to comply with this subsection 2.1.7 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, hereby made a material provision of this Agreement.

2.1.8. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7 of this Agreement), if applicable.

2.1.9. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, (iv) and any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 24 CFR 570.500(a), as may be amended from time to time, and generated by activities carried out with CDBG Funds made available under this Agreement. All program income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient shall comply with all requirements as set forth in 24 CFR 570.504, as may be amended from time to time, regarding the use of such Program Income. By way of further limitations, if allowed by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 8 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional CDBG Funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date.

3.2. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the contract payment amount set forth in Section 9 of this Agreement. Payments will be adjusted by the City in accordance with Program Income balances, if any, available in Subrecipient accounts.

In addition, the City reserves the right to liquidate CDBG Funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

3.3. In the event the Subrecipient uses program funds for construction projects, the Subrecipient shall include language in its contract with the subcontractor that the subcontractor shall pay the City the sum of One Hundred Dollars ($100.00) per calendar day for each and every calendar day for which the subcontractor shall be in default in completing the work beyond the time for completion set forth in this subcontract. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Subrecipient under this Agreement.

3.4. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER PROGRAM REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Part 570, Subpart K, other applicable law, and as may be amended from time to time, except that:

4.1.1. The Subrecipient does not assume the City's environmental responsibilities described in 24 C.F.R. § 570.604, as may be amended from time to time; and

4.1.2. The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52, as may be amended from time to time.

5. SUSPENSION, TERMINATION and DEBARMENT

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include, but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination.

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges that the City is a municipal corporation, and that, consequently, this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services, and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written

notice to the Subrecipient from the City, reduce the level of the products, services, or functions in such manner and for such periods of time as the City may elect and the charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan). Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000.00 may, upon written approval of the City, either:

6.1.1. Be used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901), as may be amended from time to time, until five years after expiration of

the Agreement, or for such longer period of time as determined to be appropriate by the City; or

6.1.2. If the Subrecipient determines, after consultation with any affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under Subsection 6.1.1 of this section the Subrecipient may retain or dispose of the property for the changed use if the CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvement to, the property. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 C.F.R. § 570.504(b)(4) or (5), as applicable and as amended from time to time, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program in accordance with Section 6 hereof, the property no longer will be subject to any CDBG requirements.

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be incurred by no later than September 30, 2027, and no rollovers are permitted. The term of this Agreement and the provisions herein may be extended solely at the discretion of the City.

8. BUDGET

8.1. See **APPENDIX E** for Subrecipient Budget, said **APPENDIX E** being a material provision of this Agreement. Any amendments to the budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00). Request(s) for reimbursement of eligible expenses shall be made against the line item budgets specified in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but no later than October 15, 2027, following the Completion Date of the Time of Performance as specified in Section 8 above. Any bill not so submitted shall not be reimbursed and shall be void.

9.2. The Subrecipient shall minimize the amount of time lapsing between the receipt of CDBG funds and their disbursement per 2 CFR 200.305, the Treasury Regulations at 31 CFR 205, other applicable law, and as may be amended from time to time.

9.3. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in

accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.4. The reimbursement procedure is as follows:

9.4.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement;

9.4.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City;

9.4.3. In addition to the requirements set forth in Subsection 9.4.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc., providing evidence of the disbursement of funds for which reimbursement was sought;

9.4.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by email and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Phone: 203-346-3810

SUBRECIPIENT:

Kevin T. Taylor
Executive Director
NEST
193 Grand St., 3rd fl.
Waterbury, CT 06702
Phone: 203.753.1896
Email: kevin@nestct.org

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this Contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. Subrecipient shall agree to maintain in force at all times during the Contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to the City prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars ($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement, as they may be amended from time to time. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Build America, Buy America (BABA) – Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12.2.1. Subcontract Provisions. The Subrecipient shall include the provisions of Subsection 12.2 (BABA), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s), and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this section is to cause and ensure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of

employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION and HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200, as modified by 24 CFR 570.502, other applicable law, and as may be amended from time to time, and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement.

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318 - 200.326

concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy Federal Procurement Standards as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318 - 200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 570.502, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

14.3. Ethics

14.3.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

14.3.1.1. 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;

14.3.1.2. 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;

14.3.1.3. 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;

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

14.3.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties;

14.3.1.6. 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 14.3.1.6, 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 14.3.1.6 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;

14.3.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this Subsection 14.3.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

14.3.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 14.3.1.1-14.3.1.7;

14.3.1.9. The Subrecipient 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;

14.3.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

14.3.1.11. The Subrecipient 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.

14.3.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

14.3.1.13. 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.

14.3.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

14.3.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

15. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING PLACEMENT

15.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974 as amended; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

16. PERSONNEL AND PARTICIPANT CONDITIONS

16.1. Civil Rights

16.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances and with Title VI of the Civil Rights Act of 1964 as amended (42 USC §§ 2000d–2000d-7), Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 USC §§ 5304(b), 5309), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g), the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107);

Presidential Executive Order 11063, and remaining applicable regulations issued pursuant to Presidential Executive Order 11246, since repealed by Presidential Executive Order 14173; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances, as all may be amended from time to time.

16.1.2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and further agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 24 CFR 570.601 and 602), as may be amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City, and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

16.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC §794), as may be amended, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with aforementioned regulations during the term of this Agreement.

16.2. Affirmative Action

16.2.1. Approved Plan. The Subrecipient shall submit to the City its own Affirmative Action Program, as set forth in **APPENDIX H** in keeping with those remaining applicable federal regulations promulgated pursuant to Executive Order 11246 of September 24, 1965, since repealed by Executive Order 14173 of January 21, 2025. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the use of funds.

16.2.2. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business in lieu of an independent investigation.

16.2.3. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein

16.2.4. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer in conformance with current federal regulations.

16.2.6. Subcontract Provisions. The Subrecipient shall include the provisions of Sections 16.1 and 16.2 (Civil Rights and Affirmative Action respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

16.3. Employment Restrictions

16.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

16.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or

federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing And Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

16.3.3. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

16.3.4. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing seven (7) or fewer units, all contractors engaged in any single contract in excess of $2,000.00 for construction, renovation or repair work, financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements, including the Davis-Bacon Act, as amended, pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates are higher than those rates required under the regulations as imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

16.3.5. Section 3 Clause.

16.3.5.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

16.3.5.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

16.3.5.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

16.3.5.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

16.3.5.3.1. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

16.3.5.4. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

16.3.5.5. Subcontracts. The Subrecipient will include this Section 3 clause as set forth in Subsection 16.3.5.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.3.5.6. Conduct.

16.3.5.6.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16.3.5.6.2. Subcontracts

16.3.5.6.2.1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

16.3.5.6.2.2. *Monitoring.* The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

16.3.5.6.2.3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

16.3.5.6.2.4. *Selection Process.* The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2 herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

16.3.5.6.3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

16.3.5.6.4. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of City or of any designated public agencies or Subrecipients, which are receiving funds under the CDBG Entitlement program.

16.3.5.6.5. Lobbying. The Subrecipient hereby certifies that:

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

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

16.3.5.6.5.3. It will require that the language of Subsection 16.3.5.6.4 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

16.3.5.6.5.4. *Lobbying Certification.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

16.3.5.6.6. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16.3.5.6.7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j), as may be amended from time to time.

17. ENVIRONMENTAL CONCERNS

17.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

17.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

17.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401, et seq.):

17.1.1.2. *Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

17.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

17.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by

Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

17.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101) as may be amended from time to time, and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

17.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

18. MISCELLANEOUS

18.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

18.2.4. strikes and labor disputes; and

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

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

18.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

Paul K. Pernerewski, Jr.
Mayor

(Date)

SUBRECIPIENT

(Sign Name)

Executive Director
(Title)

Neighborhood Housing Services of Waterbury, Inc.

09.21.26
(Date)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

RESOLUTION OF THE BOARD OF DIRECTORS
OF
NEIGHBORHOOD HOUSING SERVICES OF WATERBURY, INC.
(d/b/a NEST)

Authorizing Execution of a Community Development Block Grant Subrecipient Agreement with the City of Waterbury (FY 2026–2027) and the Acquisition of 14 Grove Street, Waterbury, Connecticut

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WHEREAS, Neighborhood Housing Services of Waterbury, Inc., doing business as NEST (the "Corporation"), is a nonprofit corporation organized under the laws of the State of Connecticut and exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and is a HUD-certified housing counseling agency, a NeighborWorks America affiliate, and a community development corporation serving the City of Waterbury; and

WHEREAS, the City of Waterbury (the "City") has applied for and received Community Development Block Grant ("CDBG") Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; and

WHEREAS, the City wishes to engage the Corporation as a subrecipient of such CDBG funds and has offered the Corporation a Subrecipient Agreement for the FY 2026–2027 program year (the "Agreement") in an amount not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), with a term commencing October 1, 2026 and ending September 30, 2027; and

WHEREAS, the Corporation intends to use the funds made available under the Agreement to acquire the real property located at 14 Grove Street, Waterbury, Connecticut (the "Property"), an eligible activity that will meet the CDBG national objective of benefiting low- and moderate-income persons as defined in 24 CFR 570.208; and

WHEREAS, the Agreement requires that the Corporation's Board of Directors authorize its execution by resolution, a copy of which is to be attached to the Agreement as Appendix A; and

WHEREAS, the Board of Directors has reviewed the terms of the Agreement and the proposed acquisition and finds that entering into the Agreement and acquiring the Property is consistent with the mission and charitable purposes of the Corporation and in its best interests;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation hereby approves and authorizes the Corporation to enter into the CDBG Subrecipient Agreement with the City of Waterbury for the FY 2026–2027 program year, in an amount not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), substantially in the form presented to the Board; and

BE IT FURTHER RESOLVED, that the Board hereby approves the acquisition of the real property located at 14 Grove Street, Waterbury, Connecticut, and authorizes the use of the CDBG funds provided under the Agreement for that acquisition and related eligible costs; and

BE IT FURTHER RESOLVED, that Kevin T. Taylor, the Executive Director of the Corporation be, and hereby is, authorized, empowered, and directed to execute and deliver, on behalf of the Corporation, the Agreement and any and all related documents, certifications, closing instruments, and instruments of conveyance, and to take all such further actions as may be necessary or appropriate to carry out the intent of these resolutions and to consummate the acquisition of the Property; and

BE IT FURTHER RESOLVED, that all actions previously taken by the officers and agents of the Corporation in furtherance of the foregoing are hereby ratified, confirmed, and approved.

This resolution shall continue in effect until repealed or modified by the Board of Directors.

CERTIFICATE

The undersigned, David Aurigemma, the duly elected and acting Secretary of Neighborhood Housing Services of Waterbury, Inc. (d/b/a NEST CT), hereby certifies that the foregoing resolutions were duly adopted by the unanimous written consent of the Board of Directors of the Corporation without a meeting, given by electronic (email) communication on September 19, 2026, in accordance with the Corporation's Bylaws and applicable Connecticut law. The written consents of the directors are retained with corporate records, and that such resolutions have not been amended, modified, or rescinded and remain in full force and effect.

David Aurigemma
Secretary, Board of Directors

David Aurigemma
Print Name

9-21-26
Date

APPENDIX B

Sub-Recipient Program Narrative

nest

Because Home Matters

NEST will acquire 14 Grove St. in Waterbury, CT, currently occupied by a convenience and package store, then demolish the existing structure and consolidate the parcel with adjacent vacant lots already in NEST's portfolio. The combined site will be developed into a mixed-use affordable housing complex exceeding 22,000 square feet, with ground-floor commercial space and 30 affordable housing units above.

nestct.org

203 753 1896 / Fax. 203 757 649 | info@nestct.org

193 Grand Street · 3rd Floor · Waterbury · CT 06702

APPENDIX C

Low/Moderate Income Guidelines

FY 2026 Income Limits Summary

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Waterbury-Shelton, CT MSA	$114,000	Very Low (50%) Income Limits ($)	43,600	49,800	56,050	**62,250**	67,250	72,250	77,200	82,200
		Extremely Low Income Limits ($)*	26,150	29,900	33,650	**37,350**	40,350	44,360	50,040	55,720
		Low (80%) Income Limits ($)	69,750	79,700	89,650	**99,600**	107,600	115,550	123,550	131,500

NOTE: Waterbury town is part of the **Waterbury-Shelton, CT MSA**, so all information presented here applies to all of the Waterbury-Shelton, CT MSA.

The **Waterbury-Shelton, CT MSA** contains the following areas: Ansonia town, CT; Beacon Falls town, CT; Bethlehem town, CT; Bristol town, CT; Cheshire town, CT; Derby town, CT; Middlebury town, CT; Naugatuck town, CT; Oxford town, CT; Plymouth town, CT; Prospect town, CT; Seymour town, CT; Shelton town, CT; Southbury town, CT; Thomaston town, CT; Waterbury town, CT; Watertown town, CT; Wolcott town, CT; Woodbury town, CT.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

For last year's Median Family Income and Income Limits, please see here:

FY2025 Median Family Income and Income Limits for Waterbury-Shelton, CT MSA

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST

2. Sub-Recipient Address: 193 Grand St., 3rd fl.
Waterbury, CT 06702

3. The Sub-Recipient's fiscal year is from: January 01 to December 31

4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $ 800,000.00

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? June 30,2027

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST — 09.21.26
Name of Sub-Recipient — Date

Authorized Signature — Kevin T. Taylor, Executive Director
Print Name and Title

IRS Department of the Treasury
Internal Revenue Service
P.O. BOX 400
HOLTSVILLE NY 11742-0400

OMB Clearance No.: 1545-0074

In reply refer to: 3552240289
Apr. 01, 2026 LTR 4168C 0
06-1022915 000000 00
00039929
BODC: TE

NEIGHBORHOOD HOUSING SERVICES OF
WATERBURY INC
193 GRAND ST 3RD FL
WATERBURY CT 06702-1919

002529

Employer ID number: 06-1022915
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Mar. 23, 2026, about your tax-exempt status.

We issued you a determination letter in November 1980, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 5509 (a) 1.

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return, or notice, for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

APPENDIX E

Sub-Recipient Budget

Organization Name: Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST

CD YEAR 52 – CDBG BUDGET FORM

CATEGORY	CDBG FUNDS	LEVERAGED FUNDS	TOTAL BUDGET
Acquisition	$100,000.00	$150,000.00	$250,000.00
Relocation	$ 0.00	$ 50,000.00	$ 50,000.00
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
CD Year 52 Total	$100,000.00	$200,000.00	$300,000.00

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Penny Woods
Brown & Brown of Garden City Inc. 595 Stewart Ave. 7th Fl Garden City NY 11530	PHONE (A/C, No, Ext): (516) 247-5900 FAX (A/C, No): E-MAIL ADDRESS: penny.woods@bbrown.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Neighborhood Housing Services of Waterbury, Inc. 193 Grand St 3rd Floor Waterbury CT 06702	INSURER A: Alliance of Nonprofits for Insurance, Risk Retention Group	10023
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Hiscox Insurance Company Inc.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26-27 GL AUTO UMB WC P **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			02-CP-0052170-01-08	07/15/2026	07/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits (clms made)	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1m/3m
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02-CP-0052170-01-08	07/15/2026	07/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			02-UB-0052170-01-08	07/15/2026	07/15/2027	EACH OCCURRENCE AGGREGATE	$ 1m/1m $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			12WECNL9313	07/15/2026	07/15/2027	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			ANE556772626	07/15/2026	07/15/2027	Occurrence Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CD Year 52

The City Waterbury is included 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.

CERTIFICATE HOLDER

The City of Waterbury Community Development Office
236 Grand St
Waterbury CT 06702-1933

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2026

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PRODUCER	CONTACT NAME:	
BROWN & BROWN OF GARDEN CITY INC 12120375 595 STEWART AVE 7TH FL GARDEN CITY NY 11530	PHONE (A/C, No, Ext): (516) 247-5900	FAX (A/C, No): (516) 217-1352
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
NEIGHBORHOOD HOUSING SERVICE OF WATERBURY, INC 193 GRAND ST FL 3 WATERBURY CT 06702-1919	INSURER A : Trumbull Insurance Company	27120
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. * LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	12 WEC NL9313	07/15/2026	07/15/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ $1,000,000
							E.L. DISEASE -EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Our Right to Recover from Others Endorsement WC000313, attached to this policy.

CERTIFICATE HOLDER

The City of Waterbury
Community Development Office
236 GRAND ST
WATERBURY CT 06702-1933

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
Neighborhood Housing Services of Waterbury, Inc

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 - CDBG

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/06/2026

Insurance Certificate Term: 07/15/2026 – 07/15/2027

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

10-10-26
Risk Manager or Authorized Designee

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2026

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PRODUCER	CONTACT NAME: Penny Woods	
Brown & Brown of Garden City Inc. 595 Stewart Ave. 7th Fl Garden City NY 11530	PHONE (A/C, No, Ext): (516) 247-5900	FAX (A/C, No):
	E-MAIL ADDRESS: penny.woods@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Alliance of Nonprofits for Insurance, Risk Retention Group	10023
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Hiscox Insurance Company Inc.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Neighborhood Housing Services of Waterbury, Inc. dba NEST
193 Grand St
3rd Floor
Waterbury CT 06702

COVERAGES CERTIFICATE NUMBER: 26-27 GL AUTO UMB WC P REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			02-CP-0052170-01-08	07/15/2026	07/15/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits (clms made)	$ 1m/3m
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			02-CP-0052170-01-08	07/15/2026	07/15/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			02-UB-0052170-01-08	07/15/2026	07/15/2027	EACH OCCURRENCE	$ 1m/1m
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			12WECNL9313	07/15/2026	07/15/2027	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			ANE556772626	07/15/2026	07/15/2027	Occurrence	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CD Year 52

The City Waterbury is included 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.

CERTIFICATE HOLDER

The City of Waterbury Community Development Office
236 Grand St
Waterbury CT 06702-1933

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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Prepared on
10/1/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 – CDBG
Funds will be used to support the acquisition of 14 Grove St in order to eventually build mixed use affordable housing
~ NEST

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and Community Development as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

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

Original, completed Certificates of Insurance must be presented to The City of Waterbury and Community Development prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and Community Development.

General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate



Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.

******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

Funds will be used to support the acquisition of 14 Grove Street, Waterbury Connecticut, in ord

II. Project information:

RFP# NA

Anticipated Cost: 100,000

Bonds will be required: **Yes** ☐ / **No** ☑

Expected Start Date (if known): TBD

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☐

   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☐

   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: _____

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☑ / **No** ☐

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☑ / **No** ☐

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☑ / **No** ☐

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

The City will only be providing financial assistance to NEST in their acquisition of a building.

Funds will be used to support the acquisition of 14 Grove Street, Waterbury Connecticut, in order to eventually build mixed use affordable housing.

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Seth Drewry
Sent: Tuesday, September 29, 2026 3:38 PM
To: Insurance Requests
Cc: Crystal Burr
Subject: Insurance Recommendations Requests (Projects)
Attachments: Boys and Girls Club Insurance Recommendations Request.pdf; PAL Insurance Bid Request Form Questions.pdf; CT Renaissance Insurance Bid Request Form Questions.pdf; NEST Insurance Bid Request Form Questions.pdf

Good afternoon,

Please see attached for the following insurance recommendations requests (Projects):

- Boys and Girls Club
- PAL
- CT Renaissance
- NEST

Please let me know if you need any further clarification on any of these.

Thanks,
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors
Annual Statement of Financial Interests
Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Waterbury

County of New Haven

Kevin T. Taylor, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Executive Director of Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST, the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

__X__ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Kevin T. Taylor	Executive Director	Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST		08.19.74
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 N/A		
2		
3		
4		

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 N/A			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 Kevin T. Taylor	Executive Director	NONE	74 Wilson St.	08.19.74
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NEST	State of Connecticut	193 Grand St., 3rd fl., Waterbury, CT 06702
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

Kevin T. Taylor
Name of Corporate Signatory

193 Grand St., 3rd fl., Waterbury, CT 06702
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Executive Director
Title

State of Connecticut)

) SS Waterbury

County of New Haven)

Kevin T. Taylor being duly sworn, deposes and says that he/she is Executive Director of Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 21st day of September 2026.

_____
(Notary Public)

My Commission Expires: September 30, 2030

nest

Because Home Matters

BOARD OF DIRECTORS – 2026

NAME	ADDRESS	YR. ELECTED /TERM	SECTOR	BUSINESS AFFILIATION	TELEPHONE/FAX/E-MAIL
OFFICERS					
President Nancy B. Fay *Committees:* *Executive; Board Governance/Nominating; Finance*	412 Field Street Naugatuck, CT 06770	2014 2025 & 2026	Corporate Sector	**ION Bank** *Assistant V.P. Residential/Consumer Lending* PO Box 370, Naugatuck, CT 06770	Work: 203.720.5363 nfay@ionbank.com Personal: 203.535.8892 nancyboydfay@gmail.com
Vice President Monroe Webster *Committees:* *Executive; Board Governance/Nominating; Finance*	9 Crown Street Waterbury, CT 06704	2018 2026 & 2027	Resident of low-income neighborhood (CHDO requirement)	**N/A**	Personal: 203.695.7862 Websterjr7583@sbcglobal.net
Treasurer Jonathan Gilbode *Committees:* *Executive; Finance*	247 Concord Dr. Watertown, CT 06795	2022 2026 & 2027	Corporate Sector	**Thomaston Savings Bank** *SVP/Chief Digital Banking Officer* 203 Main Street Thomaston, CT 06787	Personal: 860.689.4207 Work: jgilbode@Thomastonsb.com 860.283.3484
Secretary David Aurigemma *Committees:* *Real Estate Development*	1278 Main St., #6 Watertown, CT 06795	2019 2026 & 2027	Corporate Sector	**Regency Real Estate** *Owner/Broker* 1278 Main St., Ste 6, Watertown, CT 06795	Personal: 203.509.3714 Work: 860.9759868 David@RegencyHomesCT.com
DIRECTORS					
Cheryl Wallace-Smith *Committees:*	17 Maura Lane Danbury, CT 06810	2023 2025 & 2026	Corporate Sector	**Webster Bank** *Managing Director* 301 Main Street Danbury, CT 06810	Personal: 914.384.7474 cdwallacesmith@aol.com Work: cdsmith@websterbank.com
O'Neil Lindo *Committees:*	290 White Birch Dr. Waterbury, CT 06708	2023 2025 & 2026	Resident	**Finishing Touch Men's Grooming Lounge** Owner 1910 N. Main St., Waterbury, CT 06704	Personal: 203.509.6868 Olindo21@gmail.com
Alex Jerez *Committees:*	47 Ashley Street Waterbury, CT 06704	2023 2025 & 2026	Resident of low-income neighborhood (CHDO requirement)	**USI Insurance Services** Asst. Vice President 100 Summit Lake Dr., Suite 400 Valhalla, NY 10595	Personal: 631.375.2722 alexander.jerez@gmail.com alex.jerez@bbrown.com
Neva Vigezzi	336 Oak St. Waterbury, CT 06705	2025 2026 & 2027	Resident of low-income neighborhood (CHDO requirement)	**Retired**	Personal 203.755.4127 nevavigezzi@gmail.com

Anamin Reveron	500 Hill St. Waterbury, CT 06704	2026 2026 & 2027	Resident	**New Opportunities, Inc.** 232 North Elm Street Waterbury, CT 06702	Personal 203.768.6010 anaminreveron@live.com
Nelson Villanueva-Martinez	6 Willow Ct. Waterbury, CT 06710	2026 2026 & 2027	Resident of low-income neighborhood (CHDO requirement)	**New Opportunities, Inc.** 232 North Elm Street Waterbury, CT 06702	Personal 203.910.1133 nvilla.mart@gmail.com
Nicholas C. Guillermo	83 Oakdale Ave. Apt 1L Waterbury, CT 06708	2026 2026 & 2027	Municipality	**City of Waterbury** *Mayoral Aide* City Hall Building 235 Grand St., 2nd fl. Waterbury, CT 06702	Personal 630.877.1886 nicholas.c.guillermo@gmail.com Work 203.574.6712 nguillermo@waterburyct.org
Saquan Taylor	71 Short St. Waterbury, CT 06704	2026 2027 & 2028	Resident	**Stephanie Thomas for CT** *Events Manager* **CT Project Action Fund** *Strategic Planner* 139 Orange St., 4th fl. New Haven, CT 06510 **Partnership for Stronger Communities** *Research Assoc.* The Lyceum 227 Lawrence St. Hartford, CT 06106 **LEAD CT** *Asst. Community Engagement Coordinator* 1064 Main St. E. Hartford, CT 06108	Personal 929.290.2476 saquantaylor@outlook.com Work 929.290.2476

Board Makeup:

33.3% - Hispanic Latino
33.3% - White
33.3% - Black/African American

Residents of Service Area:

Low-Moderate Income:

45.5% Low-Moderate Income
54.5% Non Low-Moderate Income

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City X

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST
(Name of Organization)

Signature of Individual (or Authorized Signatory)

09.21.26
Date

Kevin T. Taylor
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: Neighborhood Housing Services of Waterbury d/b/a NEST
2. Print Name and Title of Authorized Representative: Kevin T. Taylor, Executive Director
3. Signature of Authorized Representative:
4. Date: 09.21.26

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

nest
Because Home Matters

Equal Opportunity Employer

Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST is committed to providing a work environment that is free from all forms of unlawful discrimination. It is and will continue to be the policy of NEST that all personsshall have equal employment and advancement opportunities based on merit, qualifications, demonstrated skills, achievements, and abilities. NEST is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment based on individual's race, color, religion, sex, nationalorigin, age, disability, marital status, veteran status, or any other status protected by applicable law. This policy applies to every aspect of employment including, but not limited to, recruitment, screening, hiring, training, development, evaluation, promotion, demotion, transfer, termination, discipline, compensation, and benefits. Further, it is thepolicy of NEST that all vendors, suppliers, contractors, and others conducting businesswith NEST adhere to these principles.

Americans with Disabilities Act

Whenever possible, NEST makes reasonable accommodations for qualified individualswith disabilities to the extent required by law. Employees who would like to request reasonable accommodation should contact their Supervisor or Executive Director.

This commitment includes making reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability. A reasonable accommodation may include any action or modification, which enables an otherwise qualified individual with a disability to satisfactorily perform the essential functions of hisor her position, but which does not result in an undue hardship to the organization. All requests for accommodation will be given thoughtful consideration to provide individuals with disabilities access to the workplace. A "reasonable accommodation" is a change in the work environment, work methods or work procedures that gives a qualified individual with a disability the same employment opportunities as non-disabled individuals without creating an undue hardship for the employer.

If you believe that you have not been treated in accordance with the policies, procedures, work regulations and principles stated herein, you may bring the matter tothe attention of your immediate Supervisor, Executive Director, or if that would not be appropriate under the circumstances, NEST's Board of Directors.

NEST Code of Ethics:

We believe that all employees are entitled:

- To be treated fairly
- To have a safe environment in which to work
- To be free from discrimination
- To be free from harassment
- To be paid based on actual performance and consistent with applicable law
- To be free from retaliation for filing complaints against an individual or the Agency.
- To be cognizant of the organization's public image and be a positive representative

Non-Harassment/Non-Discrimination Policy

NEST prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, or any other status protected by applicable law. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without harassment of any kind. Unlawful discrimination and harassment, including sexual harassment, is unacceptable conduct, is absolutely prohibited and will not be tolerated under any circumstance. It is NEST policy to provide a work environment free from anyforms of discrimination and conduct which may be considered harassing, offensive, coercive, hostile, intimidating or disruptive, including sexual harassment. In addition, NEST will not tolerate any NEST employee discriminating or retaliating against, harassing, or sexually harassing another NEST employee or a customer, client, vendor, contractor or other business contact or associate. Any employee who engages in unlawful discrimination or harassment, including sexual harassment, is subject to disciplinary action, up to and including immediate termination of their employment.

Discrimination includes but is not limited to making any employment decision or employment related action based on employee or applicant's race, color, religion,creed, age, sex, sexual orientation, disability, national origin, marital or veteran status, or any other status protected by law.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the particular characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of interfering with the person's work performance, or creating an intimidating, hostile or offensive working environment. Conduct considered harassment includes, but is not limited to slurs, negative stereotyping, threatening, intimidating or hostile acts; denigrating jokes, displays or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected class.

Sexual harassment is defined as "unwelcome sexual advances, requests for sexualfavors and other verbal, visual or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either explicitly or implicitly;

2. Submission to or rejection of such conduct by an individual is used as thebasis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with anindividual's work performance or creating an intimidating, hostile, or offensiveworking environment.

Examples of sexual harassment include but are not limited to unwelcome or unsolicited sexual advances, propositions, or suggestive comments; verbal abuse or suggestive or lewd remarks or jokes of a sexual nature; verbal commentaries about anindividual's body; display or distribution of obscene materials; unwelcomed physical contact such as patting, pinching, or brushing against someone's body; or physical assault of a sexual nature.

All employees of NEST are responsible for assuring no one is subjected to any conductthat constitutes discrimination, harassment, including sexual harassment, or retaliation by anyone (including clients, vendors and other business contacts or associates).

nest
Because Home Matters

September 21, 2026

Office of Community Development
City of Waterbury
188 Bank Street
Waterbury, CT 06702

RE: Drug-free Policy

To whom it may concern:

This letter serves as a formal declaration that Neighborhood Housing Services of Waterbury's, Inc. dba NEST's Drug-Free Policy has been distributed to all staff members. Each employee has received a copy of this policy and has been made aware of its contents and requirements.

Furthermore, please be advised that all employees are required to review and sign, as knowledge of receipt, the employe handbook as a prerequisite for their acceptance of hire. This process ensures that every individual has read, understood, and agreed to adhere to the organization's policies, including the Drug-Free Policy, before officially joining the team.

Sincerely,

Kevin T. Taylor
Executive Director

nestct.org

203 753 1896 / Fax. 203 757 649 | info@nestct.org

193 Grand Street · 3rd Floor · Waterbury · CT 06702

Neighborhood Housing Services of Waterbury, Inc.
Drug Free Workplace Policy

NHSW recognizes that substances such as alcohol and drugs may be used by individuals to an extent that their abilities and senses are impaired. The Agency treats all substance abuse in the same manner, whether alcohol, marijuana, illegal drugs, prescriptions, or controlled substances are involved. Employees must report to work fully prepared and able to perform their jobs and job duties in a fully competent and effective fashion, free from the harmful effects of alcohol and/or drugs. Employees who are impaired by or under the influence of alcohol or drugs or who appear to be impaired by or under the influence of alcohol or drugs will not be allowed to remain in the workplace or on duty and will be sent home.

NHSW strictly prohibits the use of illegal drugs and alcohol in the workplace. The introduction, possession, purchase, sale, transfer, manufacture, solicitation or use of alcohol, narcotics or illegal substances on the premises will result in termination of employment.

Employees convicted of controlled substance-related violations under state or federal law or who plead guilty or enter into another type of plea agreement to these charges must inform the Agency within five (5) days of the conviction or plea. Failure to do so will result in disciplinary action, including termination of employment, for a first offense. Employees convicted of or pleading guilty to controlled substance-related offenses must successfully complete a drug abuse assistance or similar rehabilitation or treatment program as a condition of continued employment or re-employment.

Employees are also prohibited from the misuse or abuse of prescription and over-the-counter ("OTC") drugs. Employees who are using prescribed or OTC drugs for existing medical conditions must inform the Executive Director of such treatment to discuss the possible need for temporary alteration of job duties where the drugs (1) may have side effects which could affect job performance; or (2) could alter an employee's physical or mental abilities in such a way as to pose an immediate risk of harm to others. Such information will be kept strictly confidential, and shall not be disclosed to other parties except as necessary to provide the employee with a reasonable accommodation of a disability.

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Neighborhood Housing Services of Waterbury, Inc.
Dba NEST
Kevin T. Taylor
193 Grand St. 3rd Fl.
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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
POLICE ACTIVITY LEAGUE OF WATERBURY, INC.

THIS SUBRECIPIENT AGREEMENT (the "Agreement" or "Contract"), effective on the date executed by the Mayor, is by and between the CITY OF WATERBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 235 Grand Street, Waterbury, Connecticut 06702 ("City") and **Police Activity League of Waterbury, Inc., of, 57 Division St. Waterbury Connecticut 06704** (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Community Development Block Grant "CDBG" Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93383 as amended; and

WHEREAS, the City wishes to engage the Subrecipient in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient will be responsible for administering eligible activities in accordance with 24 CFR 570.201, 570.207, and 570.503, as may be amended from time to time, in a manner satisfactory to the City and consistent with any standards required as a condition of disbursing CDBG funds to the Subrecipient. The Subrecipient agrees to provide such eligible activities which shall include and be limited to the following: See **APPENDIX B** for Program Narratives, said Appendix being a material provision of this Agreement.

1.2. **National Objective.** The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the National Objective to benefit low/moderate income persons defined in 24 CFR 570.208 (See, **APPENDIX** C for Low/Mod Income Guidelines).

1.3. **Levels of Accomplishment.** The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.4. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Documentation and Record-Keeping.

2.1.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR 570.506, as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1.1. Records providing a full description of each activity undertaken;
2.1.1.2. Records demonstrating that each activity undertaken meets the objectives of the CDBG Program;
2.1.1.3. Records required to determine the eligibility of activities;
2.1.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
2.1.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
2.1.1.6. Financial records as required by 24 CFR 570.502, 2 CFR 200.328, and 2 CFR 200.302, as may be amended from time to time;
2.1.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570, as may be amended from time to time; and
2.1.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.1.2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for nonexpendable property acquired with funds under this contact shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable three (3) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable three (3) year period, whichever occurs later.

2.1.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client

name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request.

2.1.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.1.5. Property Records. If applicable, the Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable and as may be amended from time to time. Subrecipient shall further maintain records, which clearly identify any and all personal property and/or fixtures purchased, improved, or sold.

2.1.6. Close-Outs. The Subrecipient's obligation to the City shall not end until all closeout requirements are completed pursuant to 24 CFR 570.509, other applicable law, and as may be amended from time to time. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances, and accounts receivable to the City, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

2.1.7. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD, and/or the Comptroller General of the United States deem necessary to audit, examine, and make excerpts or transcripts of all relevant data.

2.1.7.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as may be amended from time to time. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.1.7.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.1.7.3. Failure of the Subrecipient to comply with this subsection 2.1.7 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, hereby made a material provision of this Agreement.

2.1.8. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7 of this Agreement), if applicable.

2.1.9. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, (iv) and any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 24 CFR 570.500(a), as may be amended from time to time, and generated by activities carried out with CDBG Funds made available under this Agreement. All program income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient shall comply with all requirements as set forth in 24 CFR 570.504, as may be amended from time to time, regarding the use of such Program Income. By way of further limitations, if allowed by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 8 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional CDBG Funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date.

3.2. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the contract payment amount set forth in Section 9 of this Agreement. Payments will be adjusted by the City in accordance with Program Income balances, if any, available in

Subrecipient accounts. In addition, the City reserves the right to liquidate CDBG Funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

3.3. In the event the Subrecipient uses program funds for construction projects, the Subrecipient shall include language in its contract with the subcontractor that the subcontractor shall pay the City the sum of One Hundred Dollars ($100.00) per calendar day for each and every calendar day for which the subcontractor shall be in default in completing the work beyond the time for completion set forth in this subcontract. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Subrecipient under this Agreement.

3.4. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER PROGRAM REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Part 570, Subpart K, other applicable law, and as may be amended from time to time, except that:

4.1.1. The Subrecipient does not assume the City's environmental responsibilities described in 24 C.F.R. § 570.604, as may be amended from time to time; and

4.1.2. The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52, as may be amended from time to time.

5. SUSPENSION, TERMINATION and DEBARMENT

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include, but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination.

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges that the City is a municipal corporation, and that, consequently, this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services, and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by

the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services, or functions in such manner and for such periods of time as the City may elect and the charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.7. Suspension. In the event there is probable cause to believe the Subrecipient is in noncompliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan). Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000.00 may, upon written approval of the City, either:

6.1.1. Be used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901), as may be amended from time to time, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or

6.1.2. If the Subrecipient determines, after consultation with any affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under Subsection 6.1.1 of this section the Subrecipient may retain or dispose of the property for the changed use if the CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvement to, the property. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 C.F.R. § 570.504(b)(4) or (5), as applicable and as amended from time to time, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program in accordance with Section 6 hereof, the property no longer will be subject to any CDBG requirements.

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be incurred by no later than September 30, 2027, and no rollovers are permitted. The term of this Agreement and the provisions herein may be extended solely at the discretion of the City.

8. BUDGET

8.1. See **APPENDIX E** for Subrecipient Budget, said **APPENDIX E** being a material provision of this Agreement. Any amendments to the budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Two Hundred and Thirty-Five Thousand Dollars and Zero Cents ($235,000.00). Request(s) for reimbursement of eligible expenses shall be made against the line-item budgets specified in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but no later than October 15, 2027, following the Completion Date of the Time of Performance as specified in Section 8 above. Any bill not so submitted shall not be reimbursed and shall be void.

9.2. The Subrecipient shall minimize the amount of time lapsing between the receipt of CDBG funds and their disbursement per 2 CFR 200.305, the Treasury Regulations at 31 CFR 205, other applicable law, and as may be amended from time to time.

9.3. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.4. The reimbursement procedure is as follows:

9.4.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement;

9.4.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City;

9.4.3. In addition to the requirements set forth in Subsection 9.4.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc., providing evidence of the disbursement of funds for which reimbursement was sought;

9.4.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by email and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Phone: 203-346-3810

SUBRECIPIENT:

_____
_____
_____
_____
_____
Phone: _____
Email: _____

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this Contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. Subrecipient shall agree to maintain in force at all times during the Contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to the City prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars ($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement, as they may be amended from time to time. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Build America, Buy America (BABA) – Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12.2.1. Subcontract Provisions. The Subrecipient shall include the provisions of Subsection 12.2 (BABA), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s), and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this section is to cause and ensure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and

subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION and HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200, as modified by 24 CFR 570.502, other applicable law, and as may be amended from time to time, and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement.

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318 - 200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all nonexpendable personal property as defined by such policy Federal Procurement Standards as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318 - 200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 570.502, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

14.3. Ethics

14.3.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

14.3.1.1. 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;

14.3.1.2. 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;

14.3.1.3. 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;

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

14.3.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties;

14.3.1.6. 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 14.3.1.6, 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 14.3.1.6 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;

14.3.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this Subsection 14.3.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

14.3.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 14.3.1.1-14.3.1.7;

14.3.1.9. The Subrecipient 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;

14.3.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

14.3.1.11. The Subrecipient 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.

14.3.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

14.3.1.13. 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.

14.3.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

14.3.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

15. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING PLACEMENT

15.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential AntiDisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974 as amended; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBGassisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

16. PERSONNEL AND PARTICIPANT CONDITIONS

16.1. Civil Rights

16.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances and with Title VI of the Civil Rights Act of 1964 as amended (42 USC §§ 2000d–2000d-7), Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 USC §§ 5304(b), 5309), Section 504 of the Rehabilitation Act of 1973,

as amended (29 USC §§ 794–794g), the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and remaining applicable regulations issued pursuant to Presidential Executive Order 11246, since repealed by Presidential Executive Order 14173; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances, as all may be amended from time to time.

16.1.2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and further agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88352 and 24 CFR 570.601 and 602), as may be amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City, and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

16.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC §794), as may be amended, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with aforementioned regulations during the term of this Agreement.

16.2. Affirmative Action

16.2.1. Approved Plan. The Subrecipient shall submit to the City its own Affirmative Action Program, as set forth in **APPENDIX H** in keeping with those remaining applicable federal regulations promulgated pursuant to Executive Order 11246 of September 24, 1965, since repealed by Executive Order 14173 of January 21, 2025. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the use of funds.

16.2.2. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and womenowned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are AfroAmericans, Spanishspeaking, Spanishsurnamed or Spanishheritage Americans, AsianAmericans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business in lieu of an independent investigation.

16.2.3. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein

16.2.4. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer in conformance with current federal regulations.

16.2.6. Subcontract Provisions. The Subrecipient shall include the provisions of Sections 16.1 and 16.2 (Civil Rights and Affirmative Action respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

16.3. Employment Restrictions

16.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

16.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing And Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

16.3.3. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

16.3.4. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing seven (7) or fewer units, all contractors engaged in any single contract in excess of $2,000.00 for construction, renovation or repair work, financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements, including the Davis-Bacon Act, as amended, pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages

and ratio of apprentices and trainees to journey workers; provided, that if wage rates are higher than those rates required under the regulations as imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

16.3.5. Section 3 Clause.

16.3.5.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

16.3.5.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

16.3.5.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

16.3.5.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of leadbased paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and

abatement of leadbased paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the CDBGfunded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

16.3.5.3.1. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

16.3.5.4. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

16.3.5.5. Subcontracts. The Subrecipient will include this Section 3 clause as set forth in Subsection 16.3.5.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.3.5.6. Conduct.

16.3.5.6.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16.3.5.6.2. Subcontracts

16.3.5.6.2.1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

16.3.5.6.2.2. *Monitoring.* The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to

assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

16.3.5.6.2.3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

16.3.5.6.2.4. *Selection Process.* The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2 herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

16.3.5.6.3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

16.3.5.6.4. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of City or of any designated public agencies or Subrecipients, which are receiving funds under the CDBG Entitlement program.

16.3.5.6.5. Lobbying. The Subrecipient hereby certifies that:

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

16.3.5.6.5.2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard FormLLL, "Disclosure of Lobbying Activities", in accordance with its instructions; and

16.3.5.6.5.3. It will require that the language of Subsection 16.3.5.6.4 of this certification be included in the award of documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

16.3.5.6.5.4. *Lobbying Certification.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

16.3.5.6.6. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royaltyfree, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16.3.5.6.7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j), as may be amended from time to time.

17. ENVIRONMENTAL CONCERNS

17.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

17.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

17.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401, et seq.):

17.1.1.2. *Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry,

reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

17.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

17.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

17.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101) as may be amended from time to time, and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

17.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

18. MISCELLANEOUS

18.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

18.2.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
18.2.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
18.2.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
18.2.4. strikes and labor disputes; and
18.2.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

18.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

_____

Paul K. Pernerewski, Jr.
Mayor

_____

(Date)

SUBRECIPIENT

_____

(Sign Name)

Fernando Pagnillo

(Title)

President

Police Activity League of Waterbury, Inc.

9/17/26

(Date)

PAL

CONTRACT APPENDIX LIST CD YR 52

- ☑ **Appendix A**
  - ☑ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☑ **Appendix C**
  - ☑ Low/Moderate Income Guidelines
- ☑ **Appendix D**
  - ☑ Expected Expenditure Statement
  - ☑ IRS Tax Exempt Status Letter
- ☑ **Appendix E**
  - ☑ Sub-Recipient Budget
- ☑ **Appendix F**
  - ☑ Sub-recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☑ Debarment Certification
- ☑ **Appendix H**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy

- ☑ **Additional Compliance Requirements**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

Police Activity League of Waterbury, Inc.

64 Division Street
Waterbury, Connecticut 06704

Phone: 1-203-346-3921 Fax: 1-203-574-2832

CORPORATE RESOLUTION

I, Ryan Bessette, hereby certify that I am the duly elected and acting Secretary of Police Activity League of Waterbury Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 20th day of June, 2017.

"It is hereby resolved that Fernando Spagnolo is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Police Activity League of Waterbury Inc. corporation this 17 day of September, 20226.

Secretary

Special Olympics
Connecticut

APPENDIX B

Sub-Recipient Program Narrative

Police Activity League of Waterbury, Inc.
64 Division Street
Waterbury, Connecticut 06704
www.waterburypal.org
Phone: 1-203-346-3921 Fax: 1-203-574-2832

Program Narrative

PAL is going to do an update on portions of the Pal Park located at 57 Division St. in Waterbury. Work will include resurfacing the 4 basketball courts, due to cracking from wear and tear along with damage done by kids riding bikes and mopeds throughout the park, causing a safety issue when kids are playing. Replacing the safety netting (which is old and frayed) throughout the park which keeps the balls from going into the road causing damage to cars parked or driving by while games are going onor the park is in use. Lastly add security turn style gates at the main 3 main entraces keeping anyone from ridi ng bikes or mopeds through the park (which causes damage)

APPENDIX C

Low/Moderate Income Guidelines

CITY OF WATERBURY
Community Development Program
CD Year 52
10/1/2026 – 9/30/2027
CDBG - CLIENT INTAKE DATA FORM

The following statistical information is required by the United States Department of Housing and Urban Development (HUD). It is required that every social service agency that receives Community Development Block Grant (CDBG) funds fill out a monthly Direct Benefit Activities report. This information will be used to process our annual Grantee Performance Report. The information provided on this form is pertinent for future funding of this program. If this program is for persons under the age of eighteen, this questionnaire must be filled out by a parent or legal guardian. **THIS INFORMATION IS STRICTLY CONFIDENTIAL.**

Client Name: _____ Signature: _____

Phone: _____ Program Name: _____ Date: _____

1. **Have you used this program, and completed an Intake Form since October 1, 2026?** Yes: _____ No: _____

   (If you answered **yes**, please **do not** complete the rest of this questionnaire).

2. **Marital Status:** Single: _____ Married: _____ Divorced: _____ Widowed: _____

3. **Please *circle* the total number of people in your family and *circle* your total annual income under the family column.**

	1-person family	2-person family	3-person family	4-person family	5-person family	6-person family	7-person family	8-person family
A	$0 – $26,150	$0 – $29,900	$0 – $33,650	$0 – $37,350	$0 – $40,350	$0 – $44,360	$0 – $50,040	$0 – $55,720
B	$26,151 – $43,600	$29,901 – $49,800	$33,651 – $56,050	$37,351 – $62,250	$40,351– $67,250	$44,361 – $72,250	$50,041 – $77,200	$55,721 – $82,200
C	$43,601 – $69,750	$49,801 – $79,700	$56,051 – $89,650	$62,251 – $99,600	$67,251 – $107,600	$72,251 – $115,550	$77,201 – $123,550	$82,201 – $131,500
D	$69,751 & UP	$79,701 & UP	$89,651& UP	$99,601 & UP	$107,601 & UP	$115,551 & UP	$123,551 & UP	$131,501 & UP

The above letters represent income limits based on percentages of Waterbury's median income:
A=Extremely Low (30%) B=Low (50%) C=Moderate (80%) D=Non-Low Income (+80%)

Effective October 1st 2026

4. **ETHNICITY:**

ARE YOU OF LATINO/HISPANIC DESCENT? YES: _____ NO: _____

THE TWO ETHNIC CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

b) **Not Hispanic or Latino** – a person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

5. **RACE:**

PLEASE CHECK ONE OF THE FOLLOWING CATEGORIES REGARDING YOUR RACE:

White: _____ Black/African American: _____ Asian: _____ American Indian/Alaskan Native: _____
Native Hawaiian/ Other Pacific Islander: _____ American Indian/Alaskan Native & White: _____ Asian & White: _____
Black/African American & White: _____ American Indian/Alaskan Native & Black/African American: _____Other (Multi-Racial): _____

THE FIVE RACIAL CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **American Indian or Alaskan Native** – a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

b) **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

c) **Black or African American** – a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

d) **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

e) **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

6. **PHYSICAL DISABILITY: Please select Yes ___ or No____**

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name:	Police Activity League of Waterbury Inc.
2. Sub-Recipient Address:	64 Division St. Waterbury, CT. 06704
3. The Sub-Recipient's fiscal year is from:	7/1/2026 to 6/30/2027
4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling:	$235,000.00
5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete?	10/31/2027

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

Name of Sub-Recipient

Authorized Signature

Date

Fernando Spagnolo, President
Print Name and Title

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
April 14, 2026
Employer ID number:
20-8262614
Form 990 required:
Yes
Person to contact:
Name: V. Echols
ID number: 1005508771

POLICE ACTIVITY LEAGUE OF WATERBURY
255 E MAIN ST
WATERBURY, CT 06702

Dear Sir or Madam:

We're responding to your request dated December 22, 2025, about your tax-exempt status.

We issued you a determination letter in June 2007, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

APPENDIX E

Sub-Recipient Budget

Organization Name: Police Activity League of Waterbury Inc.

CD YEAR 52 – CDBG BUDGET FORM

CATEGORY	CDBG FUNDS	LEVERAGED FUNDS	TOTAL BUDGET
Resurface 4 Basketball Courts	$160,000.00	$0	$160,000.00
Replace safety netting around park/ Fence	$40,000.00	$0	$40,000.00
Install Turnstile Gates at 3 main entrances	$35,000.00	$0	$35,000.00
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

Organization Name: Police Activity League of Waterbury Inc.

CD YEAR 52 – CDBG BUDGET FORM

CD Year 52 Total	**$235,000.00**	**$0**	**$235,000.00**

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cindy Hartsburg	
Insurlynx LLC 401 Monroe Turnpike Monroe CT 06468	PHONE (A/C, No, Ext): 203.538.0508	FAX (A/C, No): 888.809.2345
	E-MAIL ADDRESS: chartsburg@insurlynx.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Police Activity League of Waterbury, Inc dba Waterbury PAL 64 Division Street Waterbury CT 06704	INSURER A: PHILADELPHIA IND INS CO	18058
	INSURER B: PHILADELPHIA IND INS CO	18058
	INSURER C: PHILADELPHIA IND INS CO	18058
	INSURER D: PHILADELPHIA IND INS CO	18058
	INSURER E: TRAVELERS PROP CAS CO OF AMER	25674
	INSURER F: PHILADELPHIA IND INS CO	18058

COVERAGES **CERTIFICATE NUMBER:** 980 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: SEXUAL ABUSE	Y	Y	PHPK2572334-009	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH OCC/GEN AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PHPK2572334-009	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM CSL	$ 1,000,000 $ $ 1,000,000 $ $ 1,000,000
D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	PHUB870731-009	07/01/2026	07/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6JUB-A427843-8-25	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
F	ACCIDENT			PHPA133928-008	07/01/2026	07/01/2027	MAX BENEFIT RETENTION	$100,000 $0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C. D&O -Policy: PHSD1825687-007 Effective date: 11/01/2026 Expiration: 11/01/2027; Limit: $1,000,000 Aggregate: $1,000,000; $5K RETENTION
A. Cyber Security Policy: PHPK2572334-009 Effective date: 07/01/2026 Expiration Date: 07/01/2027; Aggregate: $25,000 Deductible: $0
A. Liquor Liability Policy: PHPK2572334-009 Effective date: 07/01/2026 Expiration Date: 07/01/2027; Each Occurrence: $1,000,000; Aggregate: $1,000,000
Re: CD Year 52

CERTIFICATE HOLDER

City of Waterbury
Office of Community Development
188 Bank Street | Suite 121
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cindy Hartsburg

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CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
Police Activity League of Waterbury, Inc dba Waterbury PAL

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 - CDBG

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/02/2026

Insurance Certificate Term: 07/01/2026 – 07/01/2027

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

10/2/26

Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Cindy Hartsburg
Insurlynx LLC 401 Monroe Turnpike Monroe CT 06468	**PHONE (A/C, No, Ext):** 203.538.0508 **FAX (A/C, No):** 888.809.2345 **E-MAIL ADDRESS:** chartsburg@insurlynx.com
INSURED Police Activity League of Waterbury, Inc dba Waterbury PAL 64 Division Street Waterbury CT 06704	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: PHILADELPHIA IND INS CO — 18058 INSURER B: PHILADELPHIA IND INS CO — 18058 INSURER C: PHILADELPHIA IND INS CO — 18058 INSURER D: PHILADELPHIA IND INS CO — 18058 INSURER E: TRAVELERS PROP CAS CO OF AMER — 25674 INSURER F: PHILADELPHIA IND INS CO — 18058

COVERAGES **CERTIFICATE NUMBER:** 980 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: SEXUAL ABUSE	Y	Y	PHPK2572334-009	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH OCC/GEN AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PHPK2572334-009	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM CSL	$ 1,000,000 $ $ 1,000,000 $ $ 1,000,000
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	PHUB870731-009	07/01/2026	07/01/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6JUB-A427843-8-25	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
F	ACCIDENT			PHPA133928-008	07/01/2026	07/01/2027	MAX BENEFIT RETENTION	$100,000 $0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C. D&O -Policy: PHSD1825687-007 Effective date: 11/01/2026 Expiration: 11/01/2027; Limit: $1,000,000 Aggregate: $1,000,000; $5K RETENTION
A. Cyber Security Policy: PHPK2572334-009 Effective date: 07/01/2026 Expiration Date: 07/01/2027; Aggregate: $25,000 Deductible: $0
A. Liquor Liability Policy: PHPK2572334-009 Effective date: 07/01/2026 Expiration Date: 07/01/2027; Each Occurrence: $1,000,000; Aggregate: $1,000,000
Re: CD Year 52

CERTIFICATE HOLDER

City of Waterbury
Office of Community Development
188 Bank Street | Suite 121
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cindy Hartsburg

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Prepared on
10/1/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 – CDBG
Funds will be used to update their park
~ PAL

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and Community Development as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

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

Original, completed Certificates of Insurance must be presented to The City of Waterbury and Community Development prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and Community Development.



General Liability:

$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate

Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.

******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

Funds will be used to update portions of their park, including basketball court resurfacing, repla

II. Project information:

RFP# TBD

Anticipated Cost: $235,000

Bonds will be required: **Yes** ☑ / **No** ☐

Expected Start Date (if known): TBD

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☐

   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☐

   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: _____

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☑ / **No** ☐

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☑ / **No** ☐

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☑ / **No** ☐

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☑ / **No** ☐

i. Services being provided ***will*** involve actual construction work. **Yes** ☑ / **No** ☐

j. Services being provided ***will*** involve digging into soil. **Yes** ☑ / **No** ☐

   a. If yes, how deep? Minimal, inches at most

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☑ / **No** ☐

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Funds will be used to update portions of their park, including basketball court resurfacing, replacing safety netting, and adding a security turn style gate to the entrance.

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Seth Drewry
Sent: Tuesday, September 29, 2026 3:38 PM
To: Insurance Requests
Cc: Crystal Burr
Subject: Insurance Recommendations Requests (Projects)
Attachments: Boys and Girls Club Insurance Recommendations Request.pdf; PAL Insurance Bid Request Form Questions.pdf; CT Renaissance Insurance Bid Request Form Questions.pdf; NEST Insurance Bid Request Form Questions.pdf

Good afternoon,

Please see attached for the following insurance recommendations requests (Projects):

- Boys and Girls Club
- PAL
- CT Renaissance
- NEST

Please let me know if you need any further clarification on any of these.

Thanks,
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors

Annual Statement of Financial Interests

Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of_____

SS.: _____

County of_____

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or President*** of Police activity League of Waterbury Inc. the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check <u>all</u> that apply):

_X___ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None		None		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None		None		
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 None			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

Fernando Spagnolo
Name of Corporate Signatory

64 Division St. Waterbury, CT
Address of Business

Affix
Corporate
Seal

By: Fernando Spagnolo
Name of Authorized Corporate Officer

Its: President
Title

State of Connecticut)

) SS Waterbury

County of New Haven)

Fernando Spagnolo being duly sworn,

deposes and says that he/she is President of Police Activity League of Waterbury Inc.and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 1st day of September 2026.

Erica Soares
(Notary Public)

My Commission Expires: 1-31-2031

ERICA SOARES
Notary Public, State of Connecticut
My Commission Expires 1/31/2031

PAL Board of Directors

Police Activity League of Waterbury, Inc.
64 Division St.
Waterbury, CT 06704
203-346-3921

Full Name	PAL Board Position	Phone	Address 1	City	State	Zip
1) Fred Spagnolo	President	203-228-6973	255 East Main St	Waterbury	CT	06702
2) Jonathan Albert	Vice President	203-910-4647	225 E. Aurora St.	Waterbury	CT	06708
3) Ryan Bessette	Secretary	203-509-5668	255 East Main St	Waterbury	CT	06702
4) Michael O'Connor	Treasurer	203-597-7008	137 Bank St.	Waterbury	CT	06702
5) Connor McNamara	Attorney	203-206-3507	41 Church St.	Waterbury	CT	06702
6) Al Vignini	Director	203-910-7901	1718 Highland Ave	Cheshire	CT	06410
7) Steve Castaldi	Director	203-768-9113	245 Freight St.	Waterbury	CT	06702
8) TJ Oneglia	Director	860-601-9115	112 Wall St.	Torrington	CT	06790
9) Chuck Senich	Director	860-417-9368	38 Barn Hill Rd.	Woodbury	CT	06798
10) Rob Davis	Director	203-725-1018	255 East Main St	Waterbury	CT	06702
11) Querino Maia	Director	203-910-0851	255 East Main St	Waterbury	CT	06702
12) Michael Tripp	Director	203-808-4161	255 East Main St	Waterbury	CT	06702
13) Devin Ridenhour	Director	203-706-6937	255 East Main St	Waterbury	CT	06702
14)	Director		255 East Main St	Waterbury	CT	06702
15) Chris Amatruda	Director	203-228-7361	255 East Main St	Waterbury	CT	06702
16) John Napiello	Director	203-233-3440	255 East Main St	Waterbury	CT	06702
17) Mark Russo	Director	203-509-7318	255 East Main St	Waterbury	CT	06702
18) Tiffany Healey	Director	203-437-1079	255 East Main St	Waterbury	CT	06702

*as of September 2026

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Monthly Lease Enlightenment School ($16,986.95 Month)
(Service or Commodity Covered by Contract)

July 2026 – June 2027
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

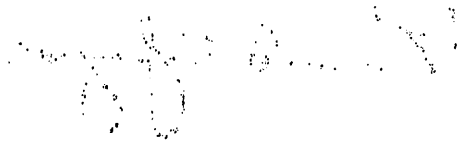
I have read and agree to the above certification.

Police Activity league of Waterbury Inc.
(Name of Organization)

Signature of Individual (or Authorized Signatory) Date 9/1/2026

Fernando Spagnolo, President
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒



City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

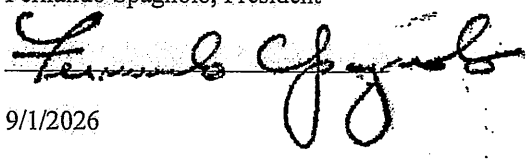
(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: Police Activity League of Waterbury Inc.

   64 Division St.

   Waterbury, CT 06704

2. Print Name and Title of Authorized Representative: Fernando Spagnolo, President

3. Signature of Authorized Representative: 

4. Date: 9/1/2026

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Appendix H

1. PAL does not employ more than 50 people on a full time basis. Therefore, PAL is not required to have an Affirmative Action Plan in place.
2. The PAL Employee Handbook outlines the Drug Free Workplace Policy. Each employee receives the handbook which includes a letter that they must complete as part of their hiring process. This letter indicates that they have received the Drug Free Workplace Policy.

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Police Activity League of Waterbury Inc.
64 Division 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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
CENTER FOR HUMAN DEVELOPMENT, INC.

THIS SUBRECIPIENT AGREEMENT (the "Agreement" or "Contract"), effective on the date executed by the Mayor, is by and between the CITY OF WATERBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 235 Grand Street, Waterbury, Connecticut 06702 ("City") and **Center For Human Development, Inc. located at** 705A NEW BRITAIN AVENUE, HARTFORD, CT, 06106 (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Community Development Block Grant "CDBG" Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the City wishes to engage the Subrecipient in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient will be responsible for administering eligible activities in accordance with 24 CFR 570.201, 570.207, and 570.503, as may be amended from time to time, in a manner satisfactory to the City and consistent with any standards required as a condition of disbursing CDBG funds to the Subrecipient. The Subrecipient agrees to provide such eligible activities which shall include and be limited to the following: See **APPENDIX B** for Program Narratives, said Appendix being a material provision of this Agreement.

1.2. **National Objective.** The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the National Objective to benefit low/moderate income persons defined in 24 CFR 570.208 (See, **APPENDIX** C for Low/Mod Income Guidelines).

1.3. **Levels of Accomplishment.** The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.4. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Documentation and Record-Keeping.

2.1.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR 570.506, as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1.1. Records providing a full description of each activity undertaken;
2.1.1.2. Records demonstrating that each activity undertaken meets the objectives of the CDBG Program;
2.1.1.3. Records required to determine the eligibility of activities;
2.1.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
2.1.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
2.1.1.6. Financial records as required by 24 CFR 570.502, 2 CFR 200.328, and 2 CFR 200.302, as may be amended from time to time;
2.1.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570, as may be amended from time to time; and
2.1.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.1.2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contact shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable three (3) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable three (3) year period, whichever occurs later.

2.1.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name,

address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request.

2.1.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.1.5. Property Records. If applicable, the Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable and as may be amended from time to time. Subrecipient shall further maintain records, which clearly identify any and all personal property and/or fixtures purchased, improved, or sold.

2.1.6. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed pursuant to 24 CFR 570.509, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances, and accounts receivable to the City, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

2.1.7. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD, and/or the Comptroller General of the United States deem necessary to audit, examine, and make excerpts or transcripts of all relevant data.

2.1.7.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as may be amended from time to time. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.1.7.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.1.7.3. Failure of the Subrecipient to comply with this subsection 2.1.7 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, hereby made a material provision of this Agreement.

2.1.8. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7 of this Agreement), if applicable.

2.1.9. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, (iv) and any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 24 CFR 570.500(a), as may be amended from time to time, and generated by activities carried out with CDBG Funds made available under this Agreement. All program income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient shall comply with all requirements as set forth in 24 CFR 570.504, as may be amended from time to time, regarding the use of such Program Income. By way of further limitations, if allowed by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 8 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional CDBG Funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date.

3.2. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the contract payment amount set forth in Section 9 of this Agreement. Payments will be adjusted by the City in accordance with Program Income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate CDBG Funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

3.3. In the event the Subrecipient uses program funds for construction projects, the Subrecipient shall include language in its contract with the subcontractor that the subcontractor shall pay the City the sum of One Hundred Dollars ($100.00) per calendar day for each and every calendar day for which the subcontractor shall be in default in completing the work beyond the time for completion set forth in this subcontract. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Subrecipient under this Agreement.

3.4. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER PROGRAM REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Part 570, Subpart K, other applicable law, and as may be amended from time to time, except that:

4.1.1. The Subrecipient does not assume the City's environmental responsibilities described in 24 C.F.R. § 570.604, as may be amended from time to time; and

4.1.2. The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52, as may be amended from time to time.

5. SUSPENSION, TERMINATION and DEBARMENT

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include, but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination.

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the

Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges that the City is a municipal corporation, and that, consequently, this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services, and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services, or functions in such manner and for such periods of time as the City may elect and the charges

payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan). Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000.00 may, upon written approval of the City, either:

6.1.1. Be used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901), as may be amended from time to time, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or

6.1.2. If the Subrecipient determines, after consultation with any affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under Subsection 6.1.1 of this section the Subrecipient may retain or dispose of the property for the changed use if the CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvement to, the property. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 C.F.R. § 570.504(b)(4) or (5), as applicable and as amended from time to time, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program in accordance with Section 6 hereof, the property no longer will be subject to any CDBG requirements.

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be incurred by no later than September 30, 2027, and no rollovers are permitted. The term of this Agreement and the provisions herein may be extended solely at the discretion of the City.

8. BUDGET

8.1. See **APPENDIX E** for Subrecipient Budget, said **APPENDIX E** being a material provision of this Agreement. Any amendments to the budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Fifty Thousand One Hundred and Seventy Dollars and Thirty-Five Cents ($50,170.35). Request(s) for reimbursement of eligible expenses shall be made against the line-item budgets specified in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but no later than October 15, 2027, following the Completion Date of the Time of Performance as specified in Section 8 above. Any bill not so submitted shall not be reimbursed and shall be void.

9.2. The Subrecipient shall minimize the amount of time lapsing between the receipt of CDBG funds and their disbursement per 2 CFR 200.305, the Treasury Regulations at 31 CFR 205, other applicable law, and as may be amended from time to time.

9.3. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.4. The reimbursement procedure is as follows:

9.4.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement;

9.4.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City;

9.4.3. In addition to the requirements set forth in Subsection 9.4.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc., providing evidence of the disbursement of funds for which reimbursement was sought;

9.4.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by email and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Phone: 203-346-3810

SUBRECIPIENT:

_James Goodwin
_CEO- President
_Center for Human Development Inc.
_332 Birnie Avenue
_Springfield, MA 01107
Phone: _413-733-6624
Email: _jgoodwin@chd.org

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this Contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. Subrecipient shall agree to maintain in force at all times during the Contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on

a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to the City prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars

($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement, as they may be amended from time to time. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Build America, Buy America (BABA) – Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12.2.1. Subcontract Provisions. The Subrecipient shall include the provisions of Subsection 12.2 (BABA), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s), and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this section is to cause and ensure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax

withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION and HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200, as modified by 24 CFR 570.502, other applicable law, and as may be amended from time to time, and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement.

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318 - 200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy Federal Procurement Standards as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318 - 200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 570.502, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

14.3. Ethics

14.3.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

14.3.1.1. 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;

14.3.1.2. 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;

14.3.1.3. 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;

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

14.3.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties;

14.3.1.6. 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 14.3.1.6, 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 14.3.1.6 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;

14.3.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this

Subsection 14.3.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

14.3.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 14.3.1.1-14.3.1.7;

14.3.1.9. The Subrecipient 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;

14.3.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

14.3.1.11. The Subrecipient 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.

14.3.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

14.3.1.13. 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.

14.3.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

14.3.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

15. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING PLACEMENT

15.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974 as amended; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

16. PERSONNEL AND PARTICIPANT CONDITIONS

16.1. Civil Rights

16.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances and with Title VI of the Civil Rights Act of 1964 as amended (42 USC §§ 2000d–2000d-7), Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 USC §§ 5304(b), 5309), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g), the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and remaining applicable regulations issued pursuant to Presidential Executive Order 11246, since repealed by Presidential Executive Order 14173; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances, as all may be amended from time to time.

16.1.2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and further agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 24 CFR 570.601 and 602), as may be amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City, and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

16.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC §794), as may be amended, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with aforementioned regulations during the term of this Agreement.

16.2. Affirmative Action

16.2.1. Approved Plan. The Subrecipient shall submit to the City its own Affirmative Action Program, as set forth in **APPENDIX H** in keeping with those remaining applicable federal regulations promulgated pursuant to Executive Order 11246 of September 24, 1965, since repealed by Executive Order 14173 of January 21, 2025. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the use of funds.

16.2.2. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of

this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business in lieu of an independent investigation.

16.2.3. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein

16.2.4. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer in conformance with current federal regulations.

16.2.6. Subcontract Provisions. The Subrecipient shall include the provisions of Sections 16.1 and 16.2 (Civil Rights and Affirmative Action respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

16.3. Employment Restrictions

16.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

16.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing And Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

16.3.3. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

16.3.4. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing seven (7) or fewer units, all contractors engaged in any single contract in excess of $2,000.00 for construction, renovation or repair work, financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements, including the Davis-Bacon Act, as amended, pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates are higher than those rates required under the regulations as imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

16.3.5. Section 3 Clause.

16.3.5.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

16.3.5.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

16.3.5.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

16.3.5.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

16.3.5.3.1. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

16.3.5.4. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

16.3.5.5. Subcontracts. The Subrecipient will include this Section 3 clause as set forth in Subsection 16.3.5.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.3.5.6. Conduct.

16.3.5.6.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16.3.5.6.2. Subcontracts

16.3.5.6.2.1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

16.3.5.6.2.2. *Monitoring.* The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

16.3.5.6.2.3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

16.3.5.6.2.4. *Selection Process.* The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2 herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

16.3.5.6.3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

16.3.5.6.4. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of City or of any designated public agencies or Subrecipients, which are receiving funds under the CDBG Entitlement program.

16.3.5.6.5. Lobbying. The Subrecipient hereby certifies that:

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

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

16.3.5.6.5.3. It will require that the language of Subsection 16.3.5.6.4 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

16.3.5.6.5.4. *Lobbying Certification.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

16.3.5.6.6. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16.3.5.6.7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j), as may be amended from time to time.

17. ENVIRONMENTAL CONCERNS

17.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

17.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

17.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401, et seq.):

17.1.1.2. *Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

17.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

17.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

17.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101) as may be amended from time to time, and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

17.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

18. MISCELLANEOUS

18.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

18.2.4. strikes and labor disputes; and

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

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

18.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

Paul K. Pernerewski, Jr.
Mayor

(Date)

SUBRECIPIENT

James Goodwin
(Sign Name)

James Goodwin, CEO-President

Center for Human Development, Inc.

9/23/26
(Date)

Center for Human Development

CONTRACT APPENDIX LIST CD YR 52

- ☑ **Appendix A**
  - ☑ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☑ **Appendix C**
  - ☑ Low/Moderate Income Guidelines
- ☑ **Appendix D**
  - ☑ Expected Expenditure Statement
  - ☑ IRS Tax Exempt Status Letter
- ☑ **Appendix E**
  - ☑ Sub-Recipient Budget
- ☑ **Appendix F**
  - ☑ Sub-recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☑ Debarment Certification
- ☑ **Appendix H**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy

- ☑ **Additional Compliance Requirements**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

CORPORATE RESOLUTION

I, Ryan Barry, hereby certify that I am the duly elected and acting Secretary of **Center for Human Development, Inc.**, a corporation organized and existing under the laws of the State of Massachusetts, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 11 day of November, 2025.

"It is hereby resolved that James Goodwin is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Center for Hum Development, Inc corporation this 23rd day of September, 2026.

Secretary

APPENDIX B

Sub-Recipient Program Narrative

CHD

Brief Description of Hospitality Center: Program Narrative

The Hospitality Center serves as a vital community resource in the City of Waterbury, providing individuals experiencing homelessness with a safe, welcoming, and supportive environment where they can meet basic needs and access essential services. The Center offers access to showers, laundry facilities, telephones, computers, and mail services, while also providing information and assistance related to housing opportunities, public benefits, and employment. In addition to meeting immediate needs, the Center provides a place for individuals to socialize, seek respite, and establish structure as they plan and navigate their day.

The Center welcomes individuals experiencing homelessness or who are at risk of homelessness, regardless of age, gender, or ethnic and cultural background. Individuals accessing services often face multiple and complex barriers, including unemployment, mental health challenges, significant medical or physical health conditions, limited education or literacy, and varying levels of employment readiness and job skills. The diverse needs of those served require a flexible, compassionate, and person-centered approach that recognizes each individual's strengths, circumstances, and goals.

Beyond addressing immediate basic needs, the Hospitality Center plays a critical role in connecting individuals to a broader network of community-based services and supports. Through case management, referrals, and individualized assistance, guests are connected with resources that promote long-term stability and self-sufficiency, including housing, healthcare, benefits enrollment, employment, and workforce development opportunities. The Center also facilitates ongoing collaboration with community providers to help ensure continuity of care and reduce barriers to accessing services.

The Hospitality Center was established in direct response to priorities identified in the City of Waterbury's *Ten-Year Plan to End Homelessness*, which recognized the need for a centralized drop-in facility for individuals experiencing homelessness. By providing a consistent and accessible point of connection, the Center helps reduce isolation and ensures that individuals have a place to access resources, establish relationships with service providers, and receive support as they work toward greater stability, dignity, and independence.

CDBG funding will support staff time associated with daily Hospitality Center operations, case management services, referrals, and interagency collaboration. Program activities and outcomes will be monitored through ongoing quarterly CDBG reporting and DBAR submissions to the City of Waterbury.

APPENDIX C

Low/Moderate Income Guidelines

HUD FY 2026 INCOME LIMITS SUMMARY

Source: https://www.huduser.gov/datasets/il/il2026/summary?year=2026&reporttype=hmfa&states=1&counties=0100199999&hmfa=METRO47930M47930

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Waterbury-Shelton CT MSA	$114,000	Very Low (50%) Income Limits	$43,600	$49,800	$56,050	**$62,250**	$67,250	$72,250	$77,200	$82,200
		Extremely Low Income Limits*	$26,150	$29,900	$33,650	**$37,350**	$40,350	$44,360	$50,040	$55,720
		Low (80%) Income Limits	$69,750	$79,700	$89,650	**$99,600**	$107,600	$115,550	$123,550	$131,500

The **Waterbury-Shelton, CT MSA** contains the following areas: Ansonia town, CT; Beacon Falls town, CT; Bethlehem town, CT; Bristol town, CT; Cheshire town, CT; Derby town, CT; Middlebury town, CT; Naugatuck town, CT; Oxford town, CT; Plymouth town, CT; Prospect town, CT; Seymour town, CT; Shelton town, CT; Southbury town, CT; Thomaston town, CT; Waterbury town, CT; Watertown town, CT; Wolcott town, CT; Woodbury town, CT.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: Center for Human Development, Inc.

2. Sub-Recipient Address: 965 South Main St. Suite 1
Waterbury, CT 06706

3. The Sub-Recipient's fiscal year is from: July 1st to June 30th

4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $ 60,000

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? N/A

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

Center for Human Development, Inc.
Name of Sub-Recipient

9/14/2026
Date

James Goodwin

Authorized Signature

James Goodwin, President/CEO

Print Name and Title

IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0941567241
Oct. 22, 2024 LTR 4168C 0
04-2503926 000000 00
Input Op: 0941567241 00021546
BODC: TE

CENTER FOR HUMAN DEVELOPMENT INC
332 BIRNIE AVE
SPRINGFIELD MA 01107

004050

Employer ID number: 04-2503926
Form 990 required: Y

Dear Center for Human Development:

We're responding to your request dated Oct. 10, 2024, about your tax-exempt status.

We issued you a determination letter in August 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0941567241
Oct. 22, 2024 LTR 4168C 0
04-2503926 000000 00
Input Op: 0941567241 00021547

CENTER FOR HUMAN DEVELOPMENT INC
332 BIRNIE AVE
SPRINGFIELD MA 01107

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Mrs. Sewell

Mrs. Sewell
Program Manager

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES
25 Sigourney Street, Hartford, CT 06106-5032

TAX EXEMPTION PERMIT ISSUED UNDER THE SALES AND USE TAX ACT

In accordance with the provisions of the Sales and Use Taxes Act and the regulations thereunder, it is hereby certified that the charitable or religious organization named below is exempt from all sales taxes on purchases of tangible personal property made by it for the sole and exclusive purposes of the organization.

DUPLICATE **Permit No. E.-9874** **Date Issued** 9/28/2006

Center for Human Development, Inc.
332 Birnie Avenue
Springfield, MA 01107

This permit is NOT assignable or transferrable

PAM LAW, Commisssioner of Revenue Services

OR-251 (Rev. 03/03)

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

This is your Public Charity registration certificate for your records. This registration allows the organization below to solicit charitable donations, including fundraising in Connecticut. This registration is non-transferrable and cannot be used by any other organization. Do not attempt to make any changes or alter this certificate in any way.

A registration from this Department does not make donations to your organization tax deductible. The IRS determines the tax deductible status of an organization.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. All renewal notifications and certificates will only be emailed to the last reported email on record. You can update your email, address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov. Questions regarding this registration can be emailed to the Public Charities Unit at dcp.publiccharities@ct.gov.

Mailing address:

CENTER FOR HUMAN DEVELOPMENT INC
CATHERINE BODLEY
332 BIRNIE AVE
SPRINGFIELD, MA 01107-1104

Email to be used for receiving renewal notifications and certificates:

cbodley@chd.org

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

1161857

Be it known that

CENTER FOR HUMAN DEVELOPMENT INC
332 BIRNIE AVE
SPRINGFIELD, MA 01107-1104

is certified by the Department of Consumer Protection as a registered

PUBLIC CHARITY

Registration #: CHR.0052112
Effective Date: 06/01/2026
Expiration Date: 05/31/2027
FEIN: **04-2503926**
Fiscal Year End: **June 30**

Verify online at www.elicense.ct.gov

Bryan T. Cafferelli, Commissioner

APPENDIX E

Sub-Recipient Budget

Organization Name: Center For Human Development Inc.

CD YEAR 52 – CDBG BUDGET FORM

CATEGORY	CDBG FUNDS	LEVERAGED FUNDS	TOTAL BUDGET
Personnel	$ 50,170.35	$ 135,182.00	$ 185,352.35
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
CD Year 52 Total	$ 50,170.35	$ 135,182.00	$ 185,352.35

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

Client#: 959295 CENTEFOR94

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Matthew Roberts	
USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
	E-MAIL ADDRESS: matt.roberts@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Center For Human Development 332 Birnie Avenue Springfield, MA 01107	INSURER B : Workers Compensation Trust (CT)	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK2640512	01/01/2026	01/01/2027	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	☐ POLICY ☐ PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	PHPK2640521	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	PHUB895506	01/01/2026	01/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	0161300	01/07/2026	01/07/2027	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab Abuse/Molestation			PHPK2640512	01/01/2026	01/01/2027	$1,000,000/$3,000,000 $1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CD Year 52 The City of Waterbury is named additional insured on primary and non-contributory basis on all policies except workers compensation. A Waiver of subrogation applies to all policies.

CERTIFICATE HOLDER

CD Year 52 The City of Waterbury
Community Development
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Collette Grisé

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MZRCV

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Center for Human Development

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 CDBG – Funds coordinators salary to support the Hospitality Center

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/01/2026

Insurance Certificate Term: 01/01/2026 – 01/01/2027

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

10/2/26

Risk Manager or Authorized Designee

Client#: 959295 CENTEFOR94

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Matthew Roberts	
USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
	E-MAIL ADDRESS: matt.roberts@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Center For Human Development 332 Birnie Avenue Springfield, MA 01107	INSURER B : Workers Compensation Trust (CT)	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT X LOC ☐ OTHER:	X	X	PHPK2640512	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	PHPK2640521	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $10000	X	X	PHUB895506	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0161300	01/07/2026	01/07/2027	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liab Abuse/Molestation			PHPK2640512	01/01/2026	01/01/2027	$1,000,000/$3,000,000 $1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CD Year 52 The City of Waterbury is named additional insured on primary and non-contributory basis on all policies except workers compensation. A Waiver of subrogation applies to all policies.

CERTIFICATE HOLDER

CD Year 52 The City of Waterbury
Community Development
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Collette Grisé

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MZRCV

Prepared on
8/19/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - CDBG
Funds coordinators salary to support the Hospitality Center.
~ Center for Human Development

Insurance Requirements

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



General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate

Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - CDBG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 - CDBG Funds coordinators salary to support the Hospitality Center.

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☑ / **Multi Year** ☐

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☐
   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☐
   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: _____

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors

Annual Statement of Financial Interests

Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Massachusetts

SS.: _____

County of Hampden

James Goodwin, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or CEO*** of Center For Human Development, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

James Goodwin, President/CEO
Name of Corporate Signatory

332 Birnie Avenue
Address of Business
Springfield, MA
01107

Affix Corporate Seal

By: James Goodwin
Name of Authorized Corporate Officer

Its: President CEO
Title

State of Massachusetts)
) SS
County of Hampden)

James Goodwin being duly sworn,
deposes and says that he/she is President/CEO of CHD and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 16 day of September 2026

Karen A Cabana
(Notary Public)

My Commission Expires: _____

KAREN A. CABANA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 28, 2030

CENTER FOR HUMAN DEVELOPMENT

BOARD OF DIRECTORS

January 2026

	Business Address	Committees
1.	Michael P. Williams, **Chair** Retired Vice President LPL Investment Advisor Representative Chicopee Savings Bank	Finance/Audit Investment
2.	Evan C. Plotkin, **Vice Chair** President ✓NAI Plotkin 1350 Main Street, Suite 1410 Springfield, MA 01103 (413) 200-6001/Fax: (413) 781-2100 e-mail: evan@splotkin.com	Finance/Executive Committee
3.	Josephine Sarnelli, **Treasurer** Josephine Sarnelli, CPA (413)733-450746-9067 e-mail: sarnelli@sarnelliCPA.com	Finance Executive Committee
4.	Ryan Barry, **Clerk** Partner Bulkley, Richardson & Gelinas, LLP 1500 Main Street, Suite 2700 Springfield, MA 01115 (413)272-6264 e-mail: rbarry@bulkley.com	Executive Committee
6.	Rhonda Brace Retired Revenue Examiner CT Dept. of Revenue	
7.	Tanzania Cannon-Eckerle The Royal Law Firm 33 Elliot Street Springfield, MA 01105 (413) 586-2288 Fax: (413)586-2281 e-mail: Tanzi@brewpractitioners.com	
8.	Seunghee Cha Attorney ✓Bulkley Richardson & Gelinas, LLP 7 N. Pleasant Street Amherst, MA 01002 (413)272-6205	Program

	Fax: (413-)548-7480 e-mail: scha@bulkley.com	
9.	Anthony Franco Vice President ARRHA Credit Union145 Industry Ave. Springfield, MA 01104 (413)205-2015 Fax: (413)886-0162 e-mail:afranco@arrhucu.com	Finance Committee
10.	Ellen Freyman Schatz, Schwartz and Fentin PC 1441 Main Street Suite 1100 Springfield, MA 01103 (413)737-1131 e-mail: efreyman@ssfpc.com	
11.	Eric Lesser Email: Eric.Lesser@wilmerhale.com	
12.	Timothy Marini President, Principal ✓FieldEddy Insurance and Financial Services 96 Shaker Road East Longmeadow, MA 01028 (413) 233-2103 Fax: (413) 733-3191 e-mail: timothy.marini@hubinternational.com	
13.	Teresa Regina, Retired –Assistant Superintendent for Support Services, Grants and Community Relations Springfield Public Schools	Governance Development & Marketing
14.	Amy Roberts SVP/CHRO ✓Peoples Bank 330 Whitney Avenue Holyoke, MA 01040 (413)493-8768 e-mailaroberts@bankatpeoples.com	
15.	Amy B. Royal, Esq., Principal & Founding Partner, ✓ Royal LLP 819 Worcester Street Springfield, MA 01151 (413) 586-2288/Fax: (413) 586-2281 e-mail: aroyal@royalparker.com	

16.	Vanessa Ruiz e-mail: vanessaruiz2693@yahoo.com	
17.	Timothy Somers Retired	Finance Committee
18.	James Goodwin, **Ex Officio** President/CEO Center for Human Development 332 Birnie Avenue Springfield, MA 01107 (413) 733-6624/Fax: (413) 439-2109	Executive Finance/Audit Development & Marketing Governance Investment

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

CENTER FOR HUMAN DEVELOPMENT, INC.
(Name of Organization)

James Goodwin
Signature of Individual (or Authorized Signatory)

9/16/2024
Date

James Goodwin, President/CEO
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☐

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: Center for Human Development, Inc.
   332 Birnie Avenue
   Springfield, MA 0117
2. Print Name and Title of Authorized Representative: James Goodwin/ President/CEO
3. Signature of Authorized Representative: James Goodwin
4. Date: 9/16/2026

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CHD
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Policy and Procedure

Number: 5.1.40	**Title:** Rights of Persons Served
CARF Category: ☒ Behavioral Health ☐ Child and Youth Services ☐ Employment Development Services	**Type:** ☐ Corporate ☒ Division: Connecticut ☐ Applies To This/These Programs Only:
Date Approved: 10/22/2021	**Approved by:** Anthony Hebert, Vice President of CT Services
Initial Effective Date: 11/17/2015	**Version/Revision Date:** 2/5/18, 4/1/19
Related Policies/Plans:	
Related Laws, Regulations and/or Accreditation Standards: CARF Section 1.K.1	

PURPOSE:

All people share the same civil and human rights. At AMH/CT, we ensure that the people we serve are afforded the same opportunities to exercise those rights as all citizens, and that human rights are explained in clear, simple language. Staff is expected to understand, respect and assist participants in exercising their rights. In addition to respecting and working to protect all basic human rights, AMH also upholds the fundamental rights of all people as delineated by our funders.

CHD AMH/CT does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Every client is entitled to an individual rehabilitation program which assists the client in acquiring, maintaining and improving those physical, mental, and social skills that will enable him or her to cope most effectively with the demands of his or her own environment that every program must ensure for the client:

- Human dignity
- Human care
- Freedom of choice to the person's fullest capability
- To live and receive services in the least restrictive and most normal setting as possible
- The opportunity to undergo normal experiences, even though such experiences may entail some risk
- Maximum interaction with citizens-recreation, cultural activities, etc.

DEFINITIONS:

POLICY:

The following policy is to insure that all consumers' legal rights are upheld and noted to the individual including:

- The right to vote
- Religious freedom
- Freedom from discrimination
- The right to uncensored mail and phone calls
- The right to visitors
- The right to associate with anyone of the client's choosing
- The right to a nutritionally sound diet
- The right to adequate clothing
- The right to prompt and adequate medical care

CHD CARE FINDS A WAY.

Policy and Procedure

Number: 6.41.1	Title:Non-Discrimination 1557
CARF Category: ☒ Behavioral Health ☒ Child and Youth Services ☒ Employment Development Services	Type ☒ Corporate ☐ Division: ☐ Applies To This/These Programs Only:
Date Approved: 12/11/24	Approved by: Vice President of Quality and Compliance
Initial Effective Date: 12/11/24	Version/Revision Date: v.1
Related Policies/Plans: Complaints and Grievances of Person Served Policy, Human Rights Policy, Internal Investigations Policy	
Related Laws, Regulations and/or Accreditation Standards: Section 1557 of the Affordable Care Act, Title VI & VII of the Civil Rights Act of 1964, Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, 42 CFR Parts 438, 440, 457 & 460 and 45 CFR Parts 80, 84, 92, 147, 155, &156	

PURPOSE:
The Center for Human Development (CHD) has the onus of ensuring that all individuals served have equal access to services, opportunities, and resources without discrimination. This policy outlines our commitment to nondiscrimination in accordance with Section1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92, which prohibits discrimination based on race, color, national origin, sex, age, disability in health programs and activities.

DEFINITIONS:
Auxiliary aids and services: Effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing and effective methods of making visually delivered materials available to individuals who are blind or have low vision. These may include but not limited to qualified interpreters; qualified readers; computer-aided transcription services; written materials; assistive listening devices; voice, text, and video-based telecommunications systems; videotext displays; taped texts; audio recordings; screen reader software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology.

Complaint: Written statement that contains the complainant's name and address and describes the alleged discriminatory action in sufficient detail to inform the agency of the nature and date of the alleged violation and includes the complainant's desired actions to mitigate the alleged violation. It shall be signed by the complainant or by someone authorized to do so on their behalf.

e. **Sex**: a set of biological attributes in humans and animals. It is primarily associated with physical and physiological features including chromosomes, gene expression, hormone levels and function, and reproductive/sexual anatomy
f. **Sexual Orientation: an inherent or immutable enduring emotional, romantic or sexual attraction to other people independent of their gender identity.**
g. **Gender Identity-an individual's concept of self as male, female, a blend of both or neither – how individuals perceive themselves and what they call themselves.**
h. **Age**: a period of human life, measured by years from birth, usually marked by a certain stage or degree of mental or physical development and involving legal responsibility and capacity
i. **Disability**: a physical or mental impairment that substantially limits one or more major life activity (as per Americans with Disabilties Act).

B. Protections under Section 1557

1. All CHD programs must administer a public 'Notice of Non-discrimination' in accessible formats to inform individuals of their rights under Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92. This includes posting the 'Notice of Non-discrimination' in a conspicuous space at programs and to deliver the non-discrimination policy in program materials. It must be ensured that the materials are available in languages and formats that are accessible to all individuals.
2. Programs must deliver individuals with the 'Notice of Availability' of Language Assistance services and auxiliary aide. Every CHD program is obligated to ensure that the notice is made available in multiple formats and languages and is delivered both at intake and annually to all clients.
3. CHD programs are required to provide language assistance services for individuals with Limited English Proficiency (LEP) in a timely manner. All materials provided to persons served must be translated documents or oral interpretation must be made available to ensure meaningful access to all services and programs.
4. Programs may choose to implement an effective written language access plan that provides meaningful access to everyone with LEP eligible to be served or likely to be encountered in its service delivery.
5. CHD is also required to provide appropriate auxiliary aids and services for individuals with disabilities in a timely manner. Examples of this include but are not limited to alternative formats or sign language interpreters to ensure equal access to programs and services.
6. Programs may make reasonable modifications to their policies, practices and procedures if/when necessary to avoid discrimination based on disability.
7. Any language assistance services or auxiliary aide offered to clients must be provided free of charge and conducted in a manner that protects the privacy and independence of the individual.
8. In delivering assistance by translators or interpreters, programs must ensure that translators or interpreters are qualified individuals. These individuals must be able to effectively, accurately, and impartially translate/interpret to and from such language(s) and English. using any necessary specialized vocabulary or terms

7. The 1557 Coordinator will ensure that the identity of the complainant is kept confidential, except as required by law or to the extent necessary to carry out a resolution, including conducting any investigation.
8. Persons served/guardians may also choose to file a complaint with the Office of Civil Rights (OCR) electronically via the OCR Complaint Portal, or in writing by mail, fax or email. Written complaints to OCR can be submitted by filling out the OCR Discrimination Complaint Form and mailed to:

    - Centralized Case Management Operations
      U.S. Department of Health and Human Services
      200 Independence Avenue, S.W.
      Room 509F HHH Bldg.
      Washington, D.C. 20201

9. All records of grievances alleging discrimination on the basis of race, color, national origin, sex, age or disability must be retained for no less than three (3) calendar years from the date of its resolution. All records of grievances alleging discrimination on the basis of ethnicity, sexual orientation, gender identity will be managed in a like manner.

This policy will be reviewed annually and revised as necessary to ensure compliance with any changes in federal or state regulations, including changes to Section 1557 and 45 CFR Part 92.

under company proprietary electronic transmission and intranet policies and security systems.

Paper documents containing personal information will be destroyed via shredding. Any computerized documents containing personal information will be destroyed so that personal information cannot be read, reconstructed or recovered. If there is a significant amount of material which cannot be dealt with by normal shredding machines, this will be disposed of using a reputable disposal contractor. If an employee becomes aware of a breach in maintaining the confidentiality of his or her personal information, the employee should report the incident to a representative of the Director of Information Technology will investigate the incident and take corrective action where appropriate.

Any questions or concerns about the interpretation or operation of this policy should be directed to the Director of Information Technology.

2.7 Corporate Compliance Policy

The Center for Human Development (CHD) is a high-quality, community-oriented human services organization dedicated to promoting, enhancing, and protecting the dignity and welfare of people in need. CHD has designed and implemented a Compliance Program to strengthen the awareness of and adherence to compliance issues as per the requirements of external administrating bodies as well as internal commitment to ethical standards.

Corporate Compliance means conforming to the laws, regulations, policies and ethical standards that are a part of business operations. It is the policy of CHD to comply with all federal, state and local laws, regulations and policies.

CHD will adopt a Corporate Compliance Program to fulfill this policy. The program will define the manner and means by which the organization will meet the seven elements of an effective compliance program. These are: (1) adoption of policies and procedures that establish standards of conduct; (2) organizational oversight; (3) education and training of employees, management and the board of directors; (4) auditing and monitoring of activities; (5) communication channels that foster detection of noncompliant conduct; (6) enforcement and discipline and (7) response and mitigation of harm.

Examples of the values that will guide the professional behavior of CHD staff and our commitment to compliance include:

- Provision of quality care and services
- Adherence to laws and regulations
- Avoidance conflicts of interest
- Complete and accurate records
- Maintaining a positive work environment
- Protection of the assets, security and resources of the corporation
- Honest and ethical conduct

decisions regarding employment, including but not limited to, recruiting, hiring, referring, reclassifying, selection for training, promotion, compensation, layoff and termination and the terms and conditions of employment are made without regard to membership in any protected group.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resources Director at (413) 439-2121; or the Organizational Excellence Department at (413) 439-2112.

Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge.

2.10 Expense Reimbursement – Travel and Otherwise

As a CHD employee, you will be reimbursed for traveling on behalf of the agency at a per mile rate which has been established by CHD. In order to be reimbursed, you must accurately and legibly complete a travel reimbursement form, and submit it within the appropriate fiscal time frames.

CHD reimburses employees for work-related mileage through our payroll system. These reimbursements appear as one of the travel codes (TRV, TRVCT, TRVWC) on your pay stub. Due to the way that our current payroll system works, this travel reimbursement does accumulate in the total earnings amount on your pay stub, even though it is a non-taxable reimbursement.

You may need to make any third parties who might be using your pay stubs to determine your income eligibility for various purposes that they must deduct these earning codes from the total earning to arrive at your actual wages. These reimbursements are not considered wages by either CHD or the IRS and should not be considered as such in a determination of your income.

Other requests for reimbursement follow the same datelines. All requests must be well-documented and approved by your Program Director. Expenses incurred on behalf of a program must be authorized by the Program Director prior to their being incurred.

2.11 Fraud, Waste and Abuse Policy

CHD's Fraud, Waste and Abuse policy is designed to facilitate the development of controls that will aid in the detection and prevention of fraud. It is the intent of CHD to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

This policy applies to any irregularity, or suspected irregularity, involving employees as well as shareholders, consultants, vendors, contractors, outside agencies doing business with CHD, employees of such agencies, and/or any other parties with a

K. Violation of the Agency's policy on use of automobiles.
L. Conviction for a crime, which seriously undermines the Agency's faith and confidence in the employee's ability to perform his/her job.
M. Possession or use while in the workplace or during the performance of job duties of any object whose primary purpose is to inflict injury and/or which creates a danger for staff, clients, or other persons. This includes, but is not limited to, guns and knives which could inflict a serious life-threatening wound.
N. Sleeping on the job or attempting to sleep on the job unless position specifically authorizes sleep time as an approved function of the staff members' position.
O. Refusing to accept reasonable direction from a supervisor, including the display of an insubordinate and disrespectful attitude.
P. Violation of the Agency's Code of Conduct.
Q. Leaving the premises or work area during working hours without prior approval of your supervisor or management.
R. Incompetence.
S. Use of unprofessional, disrespectful or threatening language when speaking to or about a coworker, supervisor, clients, or other CHD stakeholder.
T. Negligence or carelessness.
U. Drinking or being under the influence of alcohol or illegal drugs while working.
V. Any harassment or abuse of an employee, client, or stakeholder of CHD.
W. Any act that endangers the lives or safety of others.
X. Failing to maintain appropriate boundaries with clients.
Y. Failure to attend, obtain, or maintain recommended or required trainings, certifications, licenses or meetings, including Medication Administration Program (MAP) certification or recertification.
Z. Violations of any policy, procedure or practice of CHD.

Program Directors and/or senior managers are responsible for making the final decision within their program, whenever a situation may warrant immediate discharge.

3.5 Drug and Alcohol Free Workplace

CHD is committed to providing a safe and productive workplace, free from the effects of alcohol, marijuana, illegal drugs, and controlled substances.

Accordingly, no employee may be under the influence of alcohol, marijuana and/or illegal drugs while working. No employee may be under the influence of prescription drugs or over-the-counter drugs that adversely affect the employee's ability to safely and effectively perform his or her job duties. Employees are also prohibited from misusing legally prescribed and/or over-the-counter drugs, which includes taking medication not prescribed to you or in excess of the prescribed or recommended dose.

September 14, 2026

To Whom It May Concern:

This letter is to confirm that the Center for Human Development (CHD) maintains and enforces a Drug-Free Workplace Policy. The policy is distributed to all staff through the CHD Employee Handbook, which every employee is required to read and acknowledge during their orientation and onboarding process.

In addition to its inclusion in the handbook, the Drug-Free Policy is posted throughout CHD offices and program spaces as a visible reminder of our standards. Furthermore, the policy is reviewed annually as part of the required employee trainings to reinforce our commitment to maintaining a safe, healthy, and drug-free environment for staff, clients, and the communities we serve.

Sincerely,

Amy Woods Sawyers
Vice President, CT Mental Health Services

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Center for Human Development, Inc.
332 Birnie Ave
Springfield, MA 01107

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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
THE GREATER WATERBURY INTERFAITH MINISTRIES, INC.

THIS SUBRECIPIENT AGREEMENT (the "Agreement" or "Contract"), effective on the date executed by the Mayor, is by and between the CITY OF WATERBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 235 Grand Street, Waterbury, Connecticut 06702 ("City") and The Greater Waterbury Interfaith Ministries, Inc. of 770 East main St. Waterbury, Connecticut 06702 (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Community Development Block Grant "CDBG" Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the City wishes to engage the Subrecipient in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient will be responsible for administering eligible activities in accordance with 24 CFR 570.201, 570.207, and 570.503, as may be amended from time to time, in a manner satisfactory to the City and consistent with any standards required as a condition of disbursing CDBG funds to the Subrecipient. The Subrecipient agrees to provide such eligible activities which shall include and be limited to the following: See **APPENDIX B** for Program Narratives, said Appendix being a material provision of this Agreement.

1.2. **National Objective.** The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the National Objective to benefit low/moderate income persons defined in 24 CFR 570.208 (See, **APPENDIX** C for Low/Mod Income Guidelines).

1.3. **Levels of Accomplishment.** The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.4. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Documentation and Record-Keeping.

2.1.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR 570.506, as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1.1. Records providing a full description of each activity undertaken;
2.1.1.2. Records demonstrating that each activity undertaken meets the objectives of the CDBG Program;
2.1.1.3. Records required to determine the eligibility of activities;
2.1.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
2.1.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
2.1.1.6. Financial records as required by 24 CFR 570.502, 2 CFR 200.328, and 2 CFR 200.302, as may be amended from time to time;
2.1.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570, as may be amended from time to time; and
2.1.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.1.2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contact shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable three (3) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable three (3) year period, whichever occurs later.

2.1.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name,

address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request.

2.1.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.1.5. Property Records. If applicable, the Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable and as may be amended from time to time. Subrecipient shall further maintain records, which clearly identify any and all personal property and/or fixtures purchased, improved, or sold.

2.1.6. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed pursuant to 24 CFR 570.509, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances, and accounts receivable to the City, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

2.1.7. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD, and/or the Comptroller General of the United States deem necessary to audit, examine, and make excerpts or transcripts of all relevant data.

2.1.7.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as may be amended from time to time. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.1.7.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.1.7.3. Failure of the Subrecipient to comply with this subsection 2.1.7 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, hereby made a material provision of this Agreement.

2.1.8. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7 of this Agreement), if applicable.

2.1.9. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, (iv) and any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 24 CFR 570.500(a), as may be amended from time to time, and generated by activities carried out with CDBG Funds made available under this Agreement. All program income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient shall comply with all requirements as set forth in 24 CFR 570.504, as may be amended from time to time, regarding the use of such Program Income. By way of further limitations, if allowed by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 8 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional CDBG Funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date.

3.2. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the contract payment amount set forth in Section 9 of this Agreement. Payments will be adjusted by the City in accordance with Program Income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate CDBG Funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

3.3. In the event the Subrecipient uses program funds for construction projects, the Subrecipient shall include language in its contract with the subcontractor that the subcontractor shall pay the City the sum of One Hundred Dollars ($100.00) per calendar day for each and every calendar day for which the subcontractor shall be in default in completing the work beyond the time for completion set forth in this subcontract. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Subrecipient under this Agreement.

3.4. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER PROGRAM REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Part 570, Subpart K, other applicable law, and as may be amended from time to time, except that:

4.1.1. The Subrecipient does not assume the City's environmental responsibilities described in 24 C.F.R. § 570.604, as may be amended from time to time; and

4.1.2. The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52, as may be amended from time to time.

5. SUSPENSION, TERMINATION and DEBARMENT

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include, but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination.

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the

Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges that the City is a municipal corporation, and that, consequently, this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc., provided to and/or in the possession of Subrecipient.

5.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services, and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services, or functions in such manner and for such periods of time as the City may elect and the charges

payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits, if applicable.

5.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan). Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000.00 may, upon written approval of the City, either:

6.1.1. Be used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901), as may be amended from time to time, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or

6.1.2. If the Subrecipient determines, after consultation with any affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under Subsection 6.1.1 of this section the Subrecipient may retain or dispose of the property for the changed use if the CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvement to, the property. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 C.F.R. § 570.504(b)(4) or (5), as applicable and as amended from time to time, shall apply to the use of funds reimbursed. Following the reimbursement of the CDBG program in accordance with Section 6 hereof, the property no longer will be subject to any CDBG requirements.

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be incurred by no later than September 30, 2027, and no rollovers are permitted. The term of this Agreement and the provisions herein may be extended solely at the discretion of the City.

8. BUDGET

8.1. See **APPENDIX E** for Subrecipient Budget, said **APPENDIX E** being a material provision of this Agreement. Any amendments to the budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Sixty Thousand One Hundred Dollars and Seventy Dollars and Thirty-Five Cents ($60,170.35). Request(s) for reimbursement of eligible expenses shall be made against the line item budgets specified in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but no later than October 15, 2027, following the Completion Date of the Time of Performance as specified in Section 8 above. Any bill not so submitted shall not be reimbursed and shall be void.

9.2. The Subrecipient shall minimize the amount of time lapsing between the receipt of CDBG funds and their disbursement per 2 CFR 200.305, the Treasury Regulations at 31 CFR 205, other applicable law, and as may be amended from time to time.

9.3. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.4. The reimbursement procedure is as follows:

9.4.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement;

9.4.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City;

9.4.3. In addition to the requirements set forth in Subsection 9.4.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc., providing evidence of the disbursement of funds for which reimbursement was sought;

9.4.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by email and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Phone: 203-346-3810

SUBRECIPIENT:

Phone:
Email:

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this Contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. Subrecipient shall agree to maintain in force at all times during the Contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on

a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to the City prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars

($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement, as they may be amended from time to time. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Build America, Buy America (BABA) – Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12.2.1. Subcontract Provisions. The Subrecipient shall include the provisions of Subsection 12.2 (BABA), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s), and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this section is to cause and ensure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax

withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION and HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200, as modified by 24 CFR 570.502, other applicable law, and as may be amended from time to time, and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement.

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318 - 200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy Federal Procurement Standards as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318 - 200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 570.502, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

14.3. Ethics

14.3.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

14.3.1.1. 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;

14.3.1.2. 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;

14.3.1.3. 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;

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

14.3.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties;

14.3.1.6. 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 14.3.1.6, 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 14.3.1.6 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;

14.3.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this

Subsection 14.3.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

14.3.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 14.3.1.1-14.3.1.7;

14.3.1.9. The Subrecipient 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;

14.3.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

14.3.1.11. The Subrecipient 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.

14.3.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

14.3.1.13. 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.

14.3.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

14.3.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

15. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING PLACEMENT

15.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974 as amended; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

16. PERSONNEL AND PARTICIPANT CONDITIONS

16.1. Civil Rights

16.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances and with Title VI of the Civil Rights Act of 1964 as amended (42 USC §§ 2000d–2000d-7), Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 USC §§ 5304(b), 5309), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g), the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and remaining applicable regulations issued pursuant to Presidential Executive Order 11246, since repealed by Presidential Executive Order 14173; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances, as all may be amended from time to time.

16.1.2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and further agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 24 CFR 570.601 and 602), as may be amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City, and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

16.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC §794), as may be amended, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with aforementioned regulations during the term of this Agreement.

16.2. Affirmative Action

16.2.1. Approved Plan. The Subrecipient shall submit to the City its own Affirmative Action Program, as set forth in **APPENDIX H** in keeping with those remaining applicable federal regulations promulgated pursuant to Executive Order 11246 of September 24, 1965, since repealed by Executive Order 14173 of January 21, 2025. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the use of funds.

16.2.2. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of

this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business in lieu of an independent investigation.

16.2.3. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein

16.2.4. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer in conformance with current federal regulations.

16.2.6. Subcontract Provisions. The Subrecipient shall include the provisions of Sections 16.1 and 16.2 (Civil Rights and Affirmative Action respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

16.3. Employment Restrictions

16.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

16.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.); Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing And Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

16.3.3. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

16.3.4. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing seven (7) or fewer units, all contractors engaged in any single contract in excess of $2,000.00 for construction, renovation or repair work, financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements, including the Davis-Bacon Act, as amended, pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates are higher than those rates required under the regulations as imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

16.3.5. Section 3 Clause.

16.3.5.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

16.3.5.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

16.3.5.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

16.3.5.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

16.3.5.3.1. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

16.3.5.4. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

16.3.5.5. Subcontracts. The Subrecipient will include this Section 3 clause as set forth in Subsection 16.3.5.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.3.5.6. Conduct.

16.3.5.6.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16.3.5.6.2. Subcontracts

16.3.5.6.2.1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

16.3.5.6.2.2. *Monitoring.* The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

16.3.5.6.2.3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

16.3.5.6.2.4. *Selection Process.* The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2 herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

16.3.5.6.3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

16.3.5.6.4. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of City or of any designated public agencies or Subrecipients, which are receiving funds under the CDBG Entitlement program.

16.3.5.6.5. Lobbying. The Subrecipient hereby certifies that:

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

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

16.3.5.6.5.3. It will require that the language of Subsection 16.3.5.6.4 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

16.3.5.6.5.4. *Lobbying Certification.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

16.3.5.6.6. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16.3.5.6.7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j), as may be amended from time to time.

17. ENVIRONMENTAL CONCERNS

17.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

17.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

17.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401, et seq.):

17.1.1.2. *Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

17.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

17.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

17.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101) as may be amended from time to time, and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

17.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

18. MISCELLANEOUS

18.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

18.2.4. strikes and labor disputes; and

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

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

18.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

_____

Paul K. Pernerewski, Jr.
Mayor

_____

(Date)

SUBRECIPIENT

Barbara Ann Dublin, MS
(Sign Name)

Executive Director
(Title)

Barbara Ann Dublin
Greater Waterbury Interfaith Ministries, Inc.

September 21, 2026
(Date)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

CORPORATE RESOLUTION

I, Sharon Goldman, hereby certify that I am the duly elected and acting Secretary of Greater Waterbury Interfaith Ministries, Inc. a corporation organized and existing under the laws of the State of Connecticut do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted by the corporation on the 27th day of August 2026:

"It is hereby resolved that Barbara Ann Dublin, MS, Executive Director is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And, I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said corporation this 21st day of September 2026.

Sharon Goldman
Secretary

APPENDIX B

Sub-Recipient Program Narrative

Greater Waterbury Interfaith Ministries, Inc.
Feeding and Empowering All in Need GWIM

Brief Program Narrative

The Greater Waterbury Interfaith Ministries, Inc.(hereafter referred to as GWIM) is a 501(c)3 non-profit corporation who provide basic needs services to people living in Waterbury. The CDBG funding will support The GWIM Soup Kitchen and Emergency Food Pantry share an Executive/Program Director, and directly employs a two Chefs and 4 part-time Soup Kitchen and Food Pantry Assistants.

As of June 30, 2026, we served 227,063 meals to our Soup Kitchen guests and 228,826 to our Food Pantry guests.

Soup Kitchen and Emergency Food Pantry Demographics

All recipients claim the City of Waterbury as their home:

Race		Ethnicity		Gender		Income Level
White	**76%**	**Hispanic or Latino**	**65%**	**Male**	**47%**	**150% Below Poverty level 100%**
African American	**21%**	**Non-Hispanic or Latino**	**35%**	**Female**	**53%**	
Other/More than One race	**4%**					

Our Soup Kitchen is open 365 days per year from 11:00am to 1:00pm. Our Food Pantry is open the 2nd Monday of the month for one hour and the last Monday of the month from 7:30am to 1:00pm. This last Monday is when the SNAP benefit has been depleted and there are no resources to purchase food. We provide 6 days of meals for each person residing in the household.

APPENDIX C

Low/Moderate Income Guidelines

CITY OF WATERBURY
Community Development Program
CD Year 52
10/1/2026 – 9/30/2027
CDBG - CLIENT INTAKE DATA FORM

The following statistical information is required by the United States Department of Housing and Urban Development (HUD). It is required that every social service agency that receives Community Development Block Grant (CDBG) funds fill out a monthly Direct Benefit Activities report. This information will be used to process our annual Grantee Performance Report. The information provided on this form is pertinent for future funding of this program. If this program is for persons under the age of eighteen, this questionnaire must be filled out by a parent or legal guardian. **THIS INFORMATION IS STRICTLY CONFIDENTIAL.**

Client Name: _____ Signature: _____

Phone: _____ Program Name: GWIM Feeding Programs Date: _____

1. **Have you used this program, and completed an Intake Form since October 1, 2025?** Yes: _____ No: _____

   (If you answered **yes**, please **do not** complete the rest of this questionnaire).

2. **Marital Status:** Single: _____ Married: _____ Divorced: _____ Widowed: _____

3. **Please *circle* the total number of people in your family and *circle* your total annual income under the family column.**

	1-person family	2-person family	3-person family	4-person family	5-person family	6-person family	7-person family	8-person family
A	$0 – $26,150	$0 – $29,900	$0 – $33,650	$0 – $37,350	$0 – $40,350	$0 – $44,360	$0 – $50,040	$0 – $55,720
B	$26,151 – $43,600	$29,901 – $49,800	$33,651 – $56,050	$37,351 – $62,250	$40,351– $67,250	$44,361 – $72,250	$50,041 – $77,200	$55,721 – $82,200
C	$43,601 – $69,750	$49,801 – $79,700	$56,051 – $89,650	$62,251 – $99,600	$67,251 – $107,600	$72,251 – $115,550	$77,201 – $123,550	$82,201 – $131,500
D	$69,751 & UP	$79,701 & UP	$89,651& UP	$99,601 & UP	$107,601 & UP	$115,551 & UP	$123,551 & UP	$131,501 & UP

The above letters represent income limits based on percentages of Waterbury's median income:
A=Extremely Low (30%) B=Low (50%) C=Moderate (80%) D=Non-Low Income (+80%)

4. **ETHNICITY:**

ARE YOU OF LATINO/HISPANIC DESCENT? YES: _____ NO: _____

THE TWO ETHNIC CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

b) **Not Hispanic or Latino** – a person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

5. **RACE:**

PLEASE CHECK ONE OF THE FOLLOWING CATEGORIES REGARDING YOUR RACE:

White: _____ Black/African American: _____ Asian: _____ American Indian/Alaskan Native: _____
Native Hawaiian/ Other Pacific Islander: _____ American Indian/Alaskan Native & White: _____ Asian & White: _____
Black/African American & White: _____ American Indian/Alaskan Native & Black/African American: _____Other (Multi-Racial): _____

THE FIVE RACIAL CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **American Indian or Alaskan Native** – a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

b) **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

c) **Black or African American** – a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

d) **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

e) **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

6. **PHYSICAL DISABILITY: Please select Yes ___ or No____**

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: Greater Waterbury Interfaith Ministries, Inc.

2. Sub-Recipient Address: 770 East Main Street
Waterbury, CT 06702

3. The Sub-Recipient's fiscal year is from: 7/1/2026 to 6/30/2027

4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $ 60,170.35

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? N/A

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

Greater Waterbury Interfaith, Ministries, Inc.
Name of Sub-Recipient

Date: September 14, 2026

Barbara Ann Dublin, MS
Authorized Signature

Barbara Ann Dublin, MS
Print Name and Title

IRS Department of the Treasury
Internal Revenue Service

PHILADELPHIA PA 19255

In reply refer to: 3552894949
Dec. 05, 2024 LTR 4168C 0
06-0658070 000000 00
00021422
BODC: TE

GREATER WATERBURY
INTERFAITH MINISTRIES INC
% ATTY TAVIS TINDALL
770 EAST MAIN ST
WATERBURY CT 06702

005527

Employer ID number: 06-0658070
Form 990 required: No

Dear Taxpayer:

We're responding to your request dated Nov. 25, 2024, about your tax-exempt status.

We issued you a determination letter in March 1957, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

3552894949
Dec. 05, 2024 LTR 4168C 0
06-0658070 000000 00
00021423

GREATER WATERBURY
INTERFAITH MINISTRIES INC
% ATTY TAVIS TINDALL
770 EAST MAIN ST
WATERBURY CT 06702

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Ms. Hanks

Ms. Hanks
Operations Manager - AMP03

APPENDIX E

Sub-Recipient Budget

Organization Name: Greater Waterbury Interfaith Ministries, Inc.

CD YEAR 52 – CDBG BUDGET FORM

CATEGORY	CDBG FUNDS	LEVERAGED FUNDS	TOTAL BUDGET
Salaries	$53,170.35	$235,348.65	$288,519.00
Food	$ 3,000.00	$ 32,000.00	$ 35,000.00
Supplies	$ 3,000.00	$ 27,000.00	$ 30,000.00
Utilities	$ 1,000.00	$ 24,000.00	$ 25,000.00
Other	$ 0	$117,538.00	$117,538.00
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
CD Year 52 Total	$ 60,170.35	$435,886.65	$496,057.00

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurlynx LLC 401 Monroe Turnpike Monroe CT 06468	**CONTACT NAME:** Cindy Hartsburg **PHONE (A/C, No, Ext):** 888-686-6984 **FAX (A/C, No):** 888-809-2345 **E-MAIL ADDRESS:** Chartsburg@insurlynx.com
INSURED The Greater Waterbury Interfaith Ministries 770 East Main Street Waterbury CT 06702	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** PHILADELPHIA IND INS CO 18058 **INSURER B :** MARKEL INS CO 38970 **INSURER C :** PHILADELPHIA IND INS CO 18058 **INSURER D :** PHILADELPHIA IND INS CO 18058 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 380 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PHPK2549656-025	06/23/2026	06/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PHPK2549656-025	06/23/2026	06/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB862227-025	06/23/2026	06/23/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	MWC0210171-04	02/01/2026	02/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Sexual Abuse/Molestation			PHPK2549656-025	06/23/2026	06/23/2027	Aggregate Per Occurrence	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C. D&O -Policy: PHSD1853338-008 Effective date: 03/15/2026 Expiration: 03/15/2027; Limit: $1,000,000 Aggregate: $1,000,000; $2,500 RETENTION
A. Professional Liability-Policy: PHPK2549656-025 Effective date: 06/23/2026 Expiration: 06/23/2027; Limit: $1,000,000 Aggregate: $2,000,000
A. Crime-Policy: PHPK2549656-025 Effective: 06/23/2026 Exp: 06/23/2027; Employee Theft Limit: $50,000, Forgery Limit: $10,000, Theft: $1k Ded:$500
D. Accident - Policy #PHPA147291-003 Effective date: 12/15/2025 Expiration: 12/15/2026

Re: CD Year 52

CERTIFICATE HOLDER

City of Waterbury
Community Development
188 Bank Street
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cindy Hartsburg

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AGENCY CUSTOMER ID: 2347

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Insurlynx LLC		The Greater Waterbury Interfaith Ministries
POLICY NUMBER		
See info in Remarks below		
CARRIER	NAIC CODE	
See info in Remarks below	See below	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

ACORD 101 (2008/01)

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CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
The Greater Waterbury Interfaith Ministries

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 - CDBG

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/06/2026

Insurance Certificate Term: 06/23/2026 – 06/23/2027

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

10-10-26

Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurlynx LLC
401 Monroe Turnpike
Monroe CT 06468

CONTACT NAME: Cindy Hartsburg
PHONE (A/C, No, Ext): 888-686-6984 **FAX (A/C, No):** 888-809-2345
E-MAIL ADDRESS: Chartsburg@insurlynx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PHILADELPHIA IND INS CO	18058
INSURER B: MARKEL INS CO	38970
INSURER C: PHILADELPHIA IND INS CO	18058
INSURER D: PHILADELPHIA IND INS CO	18058
INSURER E:	
INSURER F:	

INSURED
The Greater Waterbury Interfaith Ministries
770 East Main Street
Waterbury CT 06702

COVERAGES **CERTIFICATE NUMBER:** 380 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PHPK2549656-025	06/23/2026	06/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PHPK2549656-025	06/23/2026	06/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB862227-025	06/23/2026	06/23/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	MWC0210171-04	02/01/2026	02/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Sexual Abuse/Molestation			PHPK2549656-025	06/23/2026	06/23/2027	Aggregate Per Occurrence	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C. D&O -Policy: PHSD1853338-008 Effective date: 03/15/2026 Expiration: 03/15/2027; Limit: $1,000,000 Aggregate: $1,000,000; $2,500 RETENTION
A. Professional Liability-Policy: PHPK2549656-025 Effective date: 06/23/2026 Expiration: 06/23/2027; Limit: $1,000,000 Aggregate: $2,000,000
A. Crime-Policy: PHPK2549656-025 Effective: 06/23/2026 Exp: 06/23/2027; Employee Theft Limit: $50,000, Forgery Limit: $10,000, Theft: $1k Ded:$500
D. Accident - Policy #PHPA147291-003 Effective date: 12/15/2025 Expiration: 12/15/2026

Re: CD Year 52

CERTIFICATE HOLDER
City of Waterbury
Community Development
188 Bank Street
Waterbury CT 06702

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cindy Hartsburg

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AGENCY CUSTOMER ID: 2347

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Insurlynx LLC		The Greater Waterbury Interfaith Ministries
POLICY NUMBER		
See info in Remarks below		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See info in Remarks below	See below	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

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Prepared on
8/19/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - CDBG
Funds food, supplies, utilities, and salaries at soup kitchen and food pantry.
~ Greater Waterbury Interfaith Ministries

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and Community Development as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

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

Original, completed Certificates of Insurance must be presented to The City of Waterbury and Community Development prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and Community Development.



General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate

Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - CDBG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 - CDBG - Funds food, supplies, utilities, and salaries at soup kitchen and food pantry

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☑ / **Multi Year** ☐

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☐
   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☐
   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: _____

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Funds food, supplies, utilities, and salaries at soup kitchen and food pantry.

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

Crystal Burr

From: Seth Drewry
Sent: Monday, October 5, 2026 12:16 PM
To: Insurance Requests
Cc: Crystal Burr
Subject: Insurance Approval Requests
Attachments: GWIM COI.pdf; GWIM Insurance Requirements.pdf; NEST COI.pdf; NEST Insurance Requirments.pdf; SVDP COI.pdf; SVDP Insurance Requirements.pdf

Good morning Crystal,

Attached is the insurance recommendations and COIs for the following organizations:

- Greater Waterbury Interfaith Ministries
- NEST
- Saint Vincent DePaul

Thanks,
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors

Annual Statement of Financial Interests

Debarment Certification

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: City of Waterbury

County of New Haven

Barbara Ann Dublin, MS, Executive Director, being first duly sworn, deposes and says that:

1. I am the ***representative*** of Greater Waterbury Interfaith Ministries, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

Greater Waterbury Interfaith Ministries, Inc.
Name of Corporate Signatory

770 East Main Street, Waterbury CT 06702
Address of Business

Affix Corporate Seal

By: Barbara Ann Dublin, MS
Barbara Ann Dublin, MS

Its: Executive Director
Title

State of Connecticut)

) SS City of ~~Waterbury~~ Watertown

County of ~~New Haven~~ Litchfield)

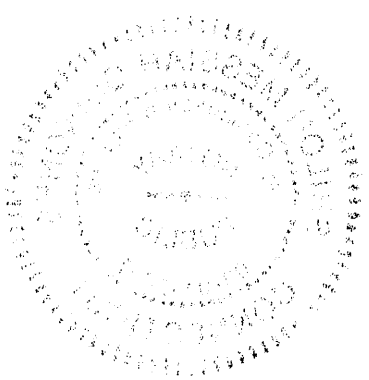
Barbara Ann Dublin being duly sworn, deposes and says that he/she is Representative of Greater Waterbury Interfaith Ministries, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 14 day of Sept 2026.

S. Quinones
(Notary Public)

My Commission Expires: 3-31-27

SHILON MESSIAH QUINONES
My Commission Expires
NOTARY PUBLIC
03-31-2027
CONNECTICUT



GREATER WATERBURY INTERFAITH MINISTRIES, INC.
BOARD OF DIRECTORS

OFFICERS:

Tavis Tindall,	**PRESIDENT**	**tavis@tindall-lawfirm.com**	**203-755-0018**
Diane Bearce	**VICE PRESIDENT**	**dlbearce166@gmail.com**	**203 -755-2222**
Amir Nadimi	**TREASURER**	**dranadimi@gmail.com**	**203-704-7365**
Sharon Goldman	**SECRETARY**	**sharon.goldman@hotmail.com**	**203-565-4528**

DIRECTORS

Noemi Olivieri	**ctnoemi@aol.com**	**203-577-7516**
Janice Mitchell Smith	**janice-mitchellsmith@us.aflac.com**	**203-528-6779**
Paul Scampolino	**paulscampolino1@gmail.com**	**203-525-2378**
Joe Murphy	**sales@purejunkmedia.com**	**203-721-0643**
Kara Collins	**kmcjewel@gmail.com**	**917-574-7325**
Kendra Tripp	**kmess33@yahoo.com**	

STAFF:

Barbara Ann Dublin, M.S.	**barbaradublin@att.net**	**203-228-3058**
Sherry Mastrioani, MBA	**gwimsk@forhungry.com**	**203-881-2557**

Emeritus:

Ida Epstein

Rev.Kenneth Frazier

REV. 8/2026

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)

Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Community Block Development Grant-Feeding Services
(Service or Commodity Covered by Contract)

10/1/26 – 9/30/27
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Greater Waterbury Interfaith Ministries, Inc.
(Name of Organization)

Barbara Ann Dublin
Signature of Individual (or Authorized Signatory)

September 14 2026
Date

Barbara Ann Dublin, Executive Director
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: Greater Waterbury Interfaith Ministries, Inc
   770 East Main Street
   Waterbury, CT 06702
2. Print Name and Title of Authorized Representative: Barbara Ann Dublin, MS, Exec. Director
3. Signature of Authorized Representative: Barbara Ann Dublin, MS
4. Date: September 14, 2026

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Greater Waterbury
Interfaith Ministries

THE

GREATER WATERBURY INTERFAITH MINISTRIES, INC.

EQUAL OPPORTUNITY EMPLOYMENT POLICY (EOE)

The Greater Waterbury Interfaith Ministries, Inc. known as ("GWIM"), is committed to providing a work environment that is free from unlawful discrimination and harassment in any form. It is GWIM'S policy to comply with all applicable laws that provide equal opportunity in employment for all persons and to prohibit unlawful discrimination in employment. GWIM'S policy is not to discriminate by reason of race, color, religion, sex/gender, gender identity, sexual orientation, marital status, pregnancy, genetic information, citizenship status, national origin, age, disability or veteran status. In addition, GWIM will comply with all applicable laws prohibiting employment discrimination based on any other factor.

GWIM will make reasonable accommodation for qualified individuals with disabilities, unless doing so, would result in an undue hardship. Persons with disabilities, who are in need of accommodation, are encouraged to discuss their needs with the Executive Director.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Policy Against Unlawful Discrimination/Harassment and Other Inappropriate or Unprofessional Conduct

- **Work Environment**

  GWIM insists that all individuals be treated with respect and dignity. Each individual should be able to work in a professional atmosphere that promotes teamwork and attainment of GWIM'S goals. Improper interference with the ability of GWIM'S employees to perform their expected job duties is unacceptable and unprofessional. GWIM expressly prohibits any form of unlawful discrimination, unlawful harassment, and any other inappropriate or unprofessional conduct and will not tolerate, condone, or allow such conduct by fellow employees, managers, customers, vendors, contractors, visitors, or others who conduct GWIM business. GWIM'S "work environment" extends to all GWIM facilities and any setting outside the workplace where individuals who work with or for GWIM are gathered, such as business trips, customer-site visits, conferences, and social events.

- **Sexual Harassment**

  The purpose of this policy statement on sexual harassment is to establish clearly and unequivocally that GWIM prohibits sexual harassment by and of its employees. No employee, either male or female, should be subjected to unsolicited or unwelcome sexual advances or conduct, either verbal or physical.

"Sexual harassment" has been defined by government agencies and the courts as conduct, which includes all unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

b. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or

c. Such conduct is sufficiently severe or pervasive to alter the conditions of employment and to create a hostile or abusive working environment.

Sexual harassment may take many forms, including, but not limited to: verbal teasing or abuse of a sexual nature; inquiries about sexual activities, sexual orientation and gender identity; subtle pressure or abuse of a sexual nature; inappropriate, unwelcome and unnecessary touching of an individual, for example, grabbing, patting, pinching, hugging, repeatedly brushing against another employee's body or impeding the movement of another person; offensive sexual flirtation, advances, or propositioning, including suggestive looks or gestures; sexually graphic verbal commentaries or jokes made in any medium; sexually degrading words used to describe an individual; or the offensive display in the workplace of sexual or pornographic objects, pictures or writings.

- **Racial/Ethnic Discrimination and Harassment**

The purpose of this policy statement on racial/ethnic discrimination and harassment is to establish clearly and unequivocally that GWIM prohibits racial and ethnic discrimination, including racial/ethnic harassment, by and of its employees. No employee, regardless of race or ethnicity, should be subjected to racially or ethnically offensive, hostile, or intimidating conduct, either verbal or physical.

Conduct with racial or ethnic content or overtones, which is severe, pervasive or persistent, may be considered racial/ethnic harassment. Racial/ethnic harassment may take many forms, including, but not limited to: menacing behavior, words, or symbols directed at persons of a particular race or ethnicity; displaying, distributing or otherwise communicating anything offensive in any medium, which focuses on race or ethnicity; making critical or mocking comments about racial or ethnic characteristics, such as voice, accent, physical features, hair texture, or manner of dress; perpetuating or promoting racial/ethnic stereotypes, such as assumptions about likes and dislikes, based on race or ethnicity; assigning persons to an isolated or separate work area, based on their race or ethnicity; basing overtime assignments on race or ethnicity.

- **Other Illegal Harassment**

In addition to sexual, racial, and ethnic harassment, GWIM recognizes that other forms of unlawful harassment exist. Such unlawful harassment may target persons because of their color, religion, sexual orientation, gender, marital status, pregnancy, genetic information,

citizenship status, national origin, age, disability, veteran status, or other factors. GWIM will not tolerate such conduct.

- **Other Inappropriate or Unprofessional Conduct**

  GWIM also prohibits conduct by or toward any employees, co-workers, supervisors, managers, customers, vendors, contractors, visitors, or others who conduct business with GWIM that is inappropriate in a work environment or is considered unprofessional. Such conduct includes behaviors that improperly interfere with the ability of GWIM'S employees to perform their expected job duties.

- **Complaint Procedure Relating to Any Unlawful Discrimination Or Harassment and to Inappropriate or Unprofessional Behavior**

  Each employee of GWIM is responsible for maintaining a work atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees of GWIM are responsible for respecting the rights of their co-workers. It is GWIM'S policy to thoroughly investigate and remedy any known incidence of unlawful discrimination or harassment. GWIM is equally committed to respond to complaints of inappropriate or unprofessional behavior. In order to accomplish this policy, unlawful discrimination or harassment, as well as any other inappropriate or unprofessional behavior by or toward any GWIM employee, manager, customer, vendor, contractor, visitor, volunteer or other person, must be brought to the attention of GWIM Management.

  Accordingly, if you experience any harassment based on your gender, race, ethnicity, religion, or other Protected Classification, believe you have been treated in an unlawful, discriminatory manner, or are subjected to inappropriate or unprofessional behavior, do not ignore it. Although GWIM encourages you to express your concerns directly to the offending person, if, in your judgment, informal, direct communications between individuals is ineffective or impossible, you should immediately communicate your problem to the Executive Director, ideally within 48 hours of the occurrence.

  If you believe it would be inappropriate to discuss the matter with your Manager, you may report it directly to higher-level management in your organization—the Executive Director first, then, if not satisfied, to the President of the Board of Directors. The Executive Director will promptly cause an investigation to be undertaken. GWIM will endeavor to protect the privacy of both the complainant and the accused and to keep the investigation confidential to the extent practical and appropriate under the circumstances.

- **No Retaliation**

  GWIM prohibits any form of retaliation against any employee for making a bona fide

complaint under this policy or for assisting in a complaint investigation. Retaliation of any kind will be considered a violation of this policy.

- **Remedial Measures**

If unlawful discrimination, harassment, inappropriate or unprofessional conduct is found to have occurred, appropriate remedial action will be taken. If a GWIM employee is found to have violated this policy, such employee will be subject to disciplinary action up to and including immediate termination.

- **Responsibilities**

Discrimination and harassment are a violation of GWIM Corporate Policy, and if encountered or witnessed, should be reported to one of GWIM'S authorized personnel. If you have a violation to report, of if you feel that you have been discriminated against, you should contact the Executive Director.

- **Manager Responsibilities**

Managers have special responsibilities with respect to the policy against discrimination and harassment. They must understand the Company Policy prohibiting discrimination and harassment.

Generally, GWIM'S anti-discrimination policy requires that employment decisions and actions are made without regard to a person's race, color, religion, sex/gender, gender identity, sexual orientation, marital status, pregnancy, genetic information, citizenship status, national origin, age, disability, or veteran status. Examples of employment decisions include, but are not limited to, evaluating employees' performance; making recommendations on hires, transfers, development opportunities and promotions; recommending discipline, corrective action and termination.

Not only must managers conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a work environment free of unlawful harassment and unlawful discrimination. Managers must educate employees on the policy. They must maintain open lines of communication, allowing employees to express their concerns without fear of retaliation. They must stop any form of harassment they observe. They must identify incidents of discrimination immediately and report them to the Executive Director.

Managers must ensure, with assistance from the Executive Director, that an investigation of allegations of discrimination or harassment is initiated immediately after they are reported. Based on the investigation, managers must take appropriate and immediate action.

- ***Employee Responsibility***

Employees have important responsibilities with respect to the policy against unlawful discrimination and harassment.

GWIM employees are responsible for knowing and understanding this policy and promoting a workplace free of unlawful discrimination and harassment by conducting themselves in a manner consistent with this policy. Employees also have a responsibility to report any unlawful discrimination or harassing conduct they are subjected to or they observe taking place toward another employee immediately to the Executive Director.



THE GREATER WATERBURY INTERFAITH MINISTRIES, INC.

DRUG-FREE WORKPLACE POLICY

The Greater Waterbury Interfaith Ministries, Inc. (herein know as Company) intends to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of The Greater Waterbury Interfaith Ministries, Inc.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- RANDOM TESTING: Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Greater Waterbury Interfaith Ministries, Inc.
Feeding and Empowering All in Need GWIM

September 3, 2026

Mr. Seth Drewry, Program Specialist
City of Waterbury
Community Development
235 Grand Street
Waterbury, CT 06702

Re: Drug Free Policy

Dear Mr. Drewry:

I am certifying that all employees have received and signed acceptance of Greater Waterbury Interfaith Ministries, Inc.'s drug-free workplace policy.

Sincerely,

Barbara Ann Dublin MS

Barbara Ann Dublin, MS
Executive Director

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Greater Waterbury Interfaith Ministries, Inc.
770 East Main St.
Waterbury, CT 06702

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

Safe Haven ESG

ESG CONTRACT APPENDIX LIST CD YR 50

- ☑ **Appendix A:**
  - ☒ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☑ **Appendix C:**
  - ☑ Low/Moderate Income Guidelines
- ☑ **Appendix D:**
  - ☑ Expected Expenditure Statement
  - ☑ IRS Tax Exempt Status Letter
- ☑ **Appendix E:**
  - ☑ Sub-Recipient Budget
  - ☑ ESG (Needs Match)
- ☑ **Appendix F:**
  - ☑ Sub-Recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G:**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☑ Debarment Certification
- ☑ **Appendix H:**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy
- ☑ **Additional Compliance Requirements:**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

CORPORATE RESOLUTION

I, _Meagan Anthony, hereby certify that I am the duly elected and acting Secretary of _Safe Haven of Greater Waterbury, Inc. _, a corporation organized and existing under the laws of the State of _Connecticut_____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the __8th____ day of _September__, _2026_____.

"It is hereby resolved that Amanda Nardozzi, Executive Director is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _Safe Haven of Greater Waterbury, Inc. ____ corporation this ___23___ day of ___September_____, 2026__.

Meagan Anthony
Secretary

APPENDIX B

Sub-Recipient Program Narrative

SAFE HAVEN
OF GREATER WATERBURY, INC.

Safe Haven Emergency Shelter Program

Safe Haven provides emergency shelter and essential supportive services to individuals and families fleeing domestic violence in Waterbury, Connecticut. The shelter is located at a confidential, undisclosed site to ensure the safety and security of survivors and their children. Families entering shelter are doing so because remaining in their homes places them at imminent risk of harm, homelessness, or continued abuse. Upon arrival, participants receive safe housing, nutritious meals, personal care items, and immediate crisis support to stabilize their situation.

During their stay, Safe Haven provides trauma-informed counseling, safety planning, and comprehensive case management designed to promote housing stability and long-term self-sufficiency. Advocacy services include assistance with securing permanent housing, accessing medical and behavioral health care, obtaining public benefits, pursuing employment and income opportunities, navigating criminal and civil legal systems, and enrolling children in school and supportive services. Staff work collaboratively with each family to develop individualized service plans that address barriers to safe and stable housing.

These services align with the goals of the U.S. Department of Housing and Urban Development Emergency Solutions Grants (ESG) Program by preventing homelessness, rapidly stabilizing individuals and families in crisis, and supporting their transition to permanent housing. Safe Haven's ultimate goal is to ensure that survivors and their children leave shelter with increased safety, stability, and the ability to live free from abuse and fear.

P.O. Box 1503 ▪ Waterbury, CT 06721 ▪ (203) 575-0388 ▪ Fax (203) 574-3306
Domestic Violence Hotline (203) 575-0036 ▪ Sexual Assault Hotline (203) 753-3613

APPENDIX C

Low/Moderate Income Guidelines

FY 2025 Income Limits Documentation System

FY 2025 State Income Limits

Connecticut

Median Family Income
$124,600

Very Low-Income Limit (VLIL) 50% of Median*							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
$43,650	$49,850	$56,100	$62,300	$67,300	$72,300	$77,300	$82,250

Extremely Low-Income Limit (ELIL) 30% of Median*							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
$26,200	$29,950	$33,700	$37,400	$40,400	$43,400	$46,400	$49,400

Low-Income Limit (LIL) 80% of Median*							
1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
$69,800	$79,800	$89,750	$99,700	$107,700	$115,700	$123,650	$131,650

*Note: Income Limits may not equal exactly 50%, 30%, or 80% of the statewide Median Family Income due to the application of ceilings and floors.

Select any FY2025 HUD Metropolitan FMR Area's Income Limits:

Abilene, TX MSA

Select HMFA Income Limits Area

Or press below to start over and select a different

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: __Safe Haven of Greater Waterbury, inc._

2. Sub-Recipient Address: _29 Central Ave _____
_Waterbury, CT 06702

3. The Sub-Recipient's fiscal year is from: ___July 1____ to ___June 30 _____

4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $____$1,048,995_____

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? ___November 30, 2026_____

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

__Safe Haven of Greater Waterbury
Name of Sub-Recipient

__09/23/2026_____
Date

Authorized Signature

_Amanda Nardozzi, Executive Director__
Print Name and Title

IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0941554074
Oct. 16, 2024 LTR 4168C 0
06-0996479 000000 00
Input Op: 0941554074 00017824
BODC: TE

SAFE HAVEN OF GREATER WATERBURY INC
PO BOX 1503
WATERBURY CT 06721

004763

Employer ID number: 06-0996479
Form 990 required: Y

Dear Taxpayer:

We're responding to your request dated Oct. 04, 2024, about your tax-exempt status.

We issued you a determination letter in 05/1979, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

APPENDIX E

Sub-Recipient Budget
ESG (Needs Match)

Organization Name: ___Safe Haven of Greater Waterbury_____

CD YR 52 EMERGENCY SOLUTIONS GRANT - BUDGET FORM

ELIGIBLE ACTIVITIES	GRANT REQUEST	LEVERAGED FUNDS	TOTAL BUDGET
Emergency Shelter	**$**	**$**	**$**
Renovation	**$**	**$**	**$**
Operation	**$21600**	**$27500**	**$49,100**
Essential Service	**$**	**$**	**$**
URA Assistance	**$**	**$**	**$**
Street Outreach – Essential Services	**$**	**$**	**$**
HMIS	**$**	**$**	**$**
Rapid Re-housing	**$**	**$**	**$**
Housing Relocation and Stabilization Services	**$**	**$**	**$**
Tenant-Based Rental Assistance	**$**	**$**	**$**
Project-Based Rental Assistance	**$**	**$**	**$**
Homelessness Prevention	**$**	**$**	**$**
Housing Relocation and Stabilization Services	**$**	**$**	**$**
Tenant-Based Rental Assistance	**$**	**$**	**$**
Project-Based Rental Assistance	**$**	**$**	**$**
Administration	**$**	**$**	**$**
CD YR 52 TOTAL	**$21600**	**$27500**	**$49,100**

UNITED WAY
Greater Waterbury

June 18, 2025

Dr. Amanda Nardozzi
Safe Haven of Greater Waterbury Inc.
PO Box 1503
Waterbury, CT 06721-1503

Dear Dr. Nardozzi,

On June 18, 2025, the Board of Directors of the United Way of Greater Waterbury (United Way) met to approve allocations for fiscal year July 1, 2025 - June 30, 2026, the second year of a three-year funding cycle. Based on this information, we are pleased to inform you that Safe Haven of Greater Waterbury Inc. has been awarded funding for the program(s) as outlined below.

Program Title	2025/2026 Allocation
Emergency Shelter	$27,500
Non-shelter Services	$5,000
Sexual Assault Crisis Service	$11,698
Donor Designations	$2,046
Total	**$46,244**

Through our partnership over the last decade, we are pleased to share that a total of $1,001,202 has been invested into your program in grants and designations.

In your Letter of Intent and Application, you addressed the community need the proposed program addressed, the key program activities, target population, desired changes/outcomes, and past performance/results on those outcomes, which is what we base our funding on.

Your enclosed Partnership Agreement details the expectations of our mutual partnership regarding:

- United Way's Supplementary Fundraising Guidelines
- Data Reporting Requirements

United Way has identified common indicators to track the intended outcomes by (1) impact area and (2) the agreed upon strategies that align with your funded program. You are required to track the specific indicators and report program results to the United Way as outlined in your original Application for Funding Fiscal Year 2024-2025. All allocation awards are contingent on program performance on the identified outcomes. Please be aware that funded programs may receive an adjustment to their future funding based on available dollars, program performance and overall fiscal health of the partner agency.

The following information is important:

- Your allocation payments will be made monthly through electronic transfer. Your United Way program funds are to be used exclusively for the specified program(s) identified in this letter. It is a violation of this agreement to apply money designated for one program for use in another funded or non-funded program.

- Donor designation payments will be made quarterly. Checks will be sent via mail once the donor pays the pledge. Designations are to be used at your agency's discretion, unless otherwise stated. The donor designation amount reported in this letter is an estimate based on the donor's pledge. It may be adjusted because of additional pledges or other changes requested by the donors.

Continued Next Page

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International New England 1520 Highland Ave Cheshire CT 06410 License#: 1780862	**CONTACT NAME:** HUB International New England, LLC **PHONE (A/C, No, Ext):** 203-439-2815 **FAX (A/C, No):** **E-MAIL ADDRESS:** nee.cheshire.info@hubinternational.com
INSURED Safe Haven of Greater Waterbury, Inc P.O. Box 1503 Waterbury CT 06721 SAFEHAV-12	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** Workers Compensation Trust of Illinois **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 503451488 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	PHPK2620682	12/27/2025	12/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2620682	12/27/2025	12/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	PHUB888033	12/27/2025	12/27/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP01088-15	1/15/2026	1/15/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,500,000 $ 2,500,000 $ 2,500,000
A A	Sexual Physical Abuse Professional Liability			PHPK2620682 PHPK2620682	12/27/2025 12/27/2025	12/27/2026 12/27/2026	Occurrence/Aggregate Occurrence Aggregate	1,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Waterbury
Community Development
235 Grand Street
Waterbury, CT 06702
CD YR 52

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
Safe Haven of Greater Waterbury, Inc

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 – ESG
Funds shelter operations for victims of domestic violence

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/21/2026

Insurance Certificate Term: 12/27/2025 – 12/27/2026

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

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PRODUCER
HUB International New England
1520 Highland Ave
Cheshire CT 06410

License#: 1780862

CONTACT NAME: HUB International New England, LLC
PHONE (A/C, No, Ext): 203-439-2815 **FAX (A/C, No):**
E-MAIL ADDRESS: nee.cheshire.info@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Workers Compensation Trust of Illinois	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SAFEHAV-12
Safe Haven of Greater Waterbury, Inc
P.O. Box 1503
Waterbury CT 06721

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2620682	12/27/2025	12/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	PHUB888033	12/27/2025	12/27/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP01088-15	1/15/2026	1/15/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,500,000 $ 2,500,000 $ 2,500,000
A A	Sexual Physical Abuse Professional Liability			PHPK2620682 PHPK2620682	12/27/2025 12/27/2025	12/27/2026 12/27/2026	Occurrence/Aggregate Occurrence Aggregate	1,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Waterbury
Community Development
235 Grand Street
Waterbury, CT 06702
CD YR 52

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Prepared on
8/19/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - ESG
Funds shelter operations for victims of domestic violence.
~ Safe Haven

Insurance Requirements

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



General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate

Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - ESG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 - ESG - Funds shelter operations for victims of domestic violence.

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☑
   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☑
   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: N/A

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

Crystal Burr

From:	Seth Drewry
Sent:	Tuesday, October 20, 2026 12:54 PM
To:	Insurance Requests
Cc:	Crystal Burr
Subject:	Safe Haven Insurance Request
Attachments:	City of Waterbury_Safe Haven of Greater Waterbury, In_25-26 COI_10-20-2026_503451488.pdf; Safe Haven (ESG) Insurance Requirements.pdf

Good afternoon Crystal,

Attached is the COI for Safe Haven as well as the insurance recommendations.

Thank you,
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors

Annual Statement of Financial Interests

Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut_____

SS.: _Waterbury

County of_New Haven_____

__Amanda Nardozzi_, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of _____ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

XX Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_XX___ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

_X___Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		none		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 N/A		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

Amanda Nardozzi
Name of Corporate Signatory

29 Central Ave Waterbury, CT 06702
Address of Business

Affix
Corporate
Seal

By: Amanda Nardozzi
Name of Authorized Corporate Officer

Its: Executive Director
Title

State of Connecticut)

) SS

County of New Haven)

Amanda Nardozzi being duly sworn,

deposes and says that he/she is Executive Director of Safe Haven and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 27th day of February 2026.

Lisa Esposito
(Notary Public)

My Commission Expires: 2/29/2028

LISA ESPOSITO
Notary Public, Connecticut
My Commission Expires February 29, 2028

SAFE HAVEN
OF GREATER WATERBURY, INC.

SAFE HAVEN OF GREATER WATERBURY BOARD OF DIRECTORS 2025-2026

Marianne Como 30 Woodland St. Naugatuck, CT 06770 mcomo@ionbank.com	*President* 203-720-5052 w 203-206-2781 c* 203-729-8924 h	Ion Bank 1430 New Haven Rd Naugatuck, CT 06770
Mary Jane Robinson 1523 Woodtick Road Wolcott, CT 06716 mrobinson@waterburypal.org	*Vice President* 203-228-3016 h 203-346-3921 c 203-574-6911 w	Waterbury Police Dept. 255 East Main St. Waterbury, CT 06702
Kelly Crone 13 Blue Trail Dr. Prospect, CT 06712 kcrone@thomastonsb.com	*Treasurer* 203-510-8678 c 860-283-3432w	Thomaston Savings Bank First VP/Residential Mortgage Officer 203 Main St. Thomaston, CT 06787
Meagan Anthony 106 Stonebridge Ct Apt 2203 Cheshire, CT 06410 meaganthony@yahoo.com	*Secretary* 203-706-9078 c * 203-574-4838 x109 w	Jackie Carrol Staffing, LLC 751 Strait Tpke. Ste. 3000 Middlebury, CT 06762
Deidre Collins 246 Osborn Rd Naugatuck, CT 06770	203-206-6133 203-723-8537	
Isabel DeSousa 164 Warren St. Waterbury, CT 06706 idesousa@waterburypal.org	203-565-2108 c	City of Waterbury Food Service Department 62 Harper Ave. Waterbury, CT 06705
Chrysten Dufour 197 North Farms Rd. Middlebury, CT 06762 cdufour@mojylaw.com	203-768-2937 c * 203-250-6712 w	Moore, O'Brien & Foti 891 Straits Tpke. Middlebury, CT 06762

Joseph Foti 68 Bayview Circle Watertown, CT 06795 jfoti@mojylaw.com	203-250-6725 w 860-919-4580 c *	Moore, O'Brien & Foti 891 Straits Tpke. Middlebury, CT 06762
Patrick McGrath 378 Kimberly Lane Watertown, CT 06795 pjm@ctm-law.com	203-597-7780 c 203-574-4700 w	Cicchetti, Tansley & McGrath 500 Chase Parkway Waterbury, CT 06708
Terry Bushka 46 Gleneagle Rd. Middlebury, CT 06762 buildone@blmllc.net	203-228-3892 c 203-756-7068 w	Bushka Lumber & Millwork, LLC 305 Fairfield Ave Waterbury, CT 06708
Michelle Diaz 101 Hopkins Rd. Northfield, CT 06778 michelle.diaz@wtbyhosp.org	203-217-5407 c 203-573-7064w	Waterbury HEALTH Chief Nursing Officer 64 Robbins St. Waterbury, CT 06708
Theresa DiGiovanni 700 Andrea Court Cheshire, CT 06410 tdigiovanni@gmail.com	203-250-1712 h 203-430-7341 c * 860-399-3633 w	The Gowrie Group 70 Essex Road Westbrook, CT 06498

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)

Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure
(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest ☐

Amanda Nardozzi
(Name of Official)

Board of Police Commissioners
(Position with City)

Commissioner
(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [x] Spouse [ ] Joint [ ] Child [ ]

James Nardozzi
(Name of Official)

Waterbury Development
(Position with City)

CEO
(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [X] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

_Safe Haven of Greater Waterbury_____
(Name of Organization)

_____ _02/26/2026_
Signature of Individual (or Authorized Signatory) Date

_Amanda Nardozzi Executive Director_____
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☐

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

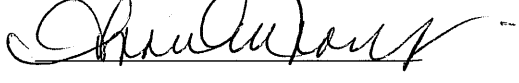
If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: _Safe Haven of Greater Waterbury__
   _29 Central Ave_____
   _Waterbury, CT 06702_____
2. Print Name and Title of Authorized Representative: _Amanda Nardozzi_____
3. Signature of Authorized Representative: 
4. Date: _02/26/2026_____

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Affirmative Action Plan
of
Safe Haven of Greater Waterbury, Inc.

Safe Haven of Greater Waterbury provides a fundamental policy of providing equal opportunity in all areas of employment practice and in assuring that there will be no discrimination against any member of protected classes on the grounds of race, color, religion, sex, national origin, age, sexual preference, marital status, pregnancy, cultural background, past or current mental or physical disability, genetic information, military or veteran status, gender identity, civil union status, or any other legally protected status except for a bonafide occupational qualification requirement.

Safe Haven of Greater Waterbury's Affirmative Action Policy extends to recruitment and hiring, to volunteers, to the board of directors, to working conditions, to training programs, to use of facilities and all other terms, conditions and privileges of employment.

Any violation of the letter or spirit of this policy by any employee of Safe Haven will result in disciplinary action including, where appropriate, discharge.

Safe Haven will seek to employ members of protected classes, such as African-Americans, Hispanics, Women, Asian or Pacific Islanders, American Indians or Alaskan Native, and all other members of the protected classes.

SAFE HAVEN
OF GREATER WATERBURY, INC.

Employees' Use of Alcohol and/or Illegal Drugs

Safe Haven is committed to maintaining a safe working environment and promoting a drug-free community. The use of controlled substances is inconsistent with the behavior expected of employees. It subjects all employees to unacceptable safety risks, and it undermines Safe Haven's ability to operate effectively and efficiently. Therefore, the possession, use, consumption, purchase, distribution, dispensation, manufacture, sale, or being under the influence of alcohol, illegal drugs, or controlled substances during work hours, on Safe Haven's property, while conducting Safe Haven business at a project site, while representing Safe Haven in any way whatsoever, or while on duty is strictly prohibited, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her duties. Such conduct is also prohibited during non-working time to the extent that, in the Executive Director's opinion, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of Safe Haven.

Any employee may be requested to undergo an alcohol/drug test where the employee occupies a safety sensitive position, where there exists reasonable suspicion or reasonable cause to believe the employee is under the influence of drugs or alcohol which adversely affects or could adversely affect such employee's job performance, or where the testing is conducted pursuant to a program sponsored or authorized by Safe Haven in which the employee voluntarily participates.

Safe Haven recognizes that alcohol may be served at both Safe Haven sponsored and Safe Haven related functions. Employees are expected to be responsible and use proper judgment in the consumption of alcohol at Safe Haven sponsored events and those events at which they are acting as Safe Haven representatives. Employees should not report to work while under the influence of alcohol.

An employee who is determined to be under the influence of illegal drugs or alcohol while at work is subject to disciplinary action, up to and including termination of employment.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off Safe Haven premises while conducting Safe Haven business. A report of a conviction must be made within five (5) days after a conviction. This requirement is mandated by the Drug-Free Workplace Act of 1988.

SAFE HAVEN
OF GREATER WATERBURY, INC.

September 23, 2026

Community Development Grants Director
City of Waterbury, Community Development Program
Waterbury, CT 06702

Dear Mr. Goggin:

All employees of Safe Haven of Greater Waterbury, Inc. are made aware of our Drug Free Workplace Policy at the time of hire. It is included as a part of our personnel policy as Section VI. B.

Sincerely,

Amanda K Nardozzi
Executive Director

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Safe Haven of Greater Waterbury
29 Central Ave.
Waterbury, CT 06702

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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
SAFE HAVEN OF GREATER WATERBURY, INC.

THIS SUBRECIPIENT AGREEMENT, effective upon its execution by the Mayor, is by and between the City of Waterbury, a municipal corporation organized and existing under the laws of the State of Connecticut with a principal address of 235 Grand Street, Waterbury, CT 06702 (the "City"), and **Safe Haven of Greater Waterbury Inc., of, 29 Central Ave. Waterbury Connecticut 06702** (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Emergency Solutions Grant (ESG) Program funds from the United States Department of Housing and Urban Development under the McKinney-Vento Homeless Assistance Act (42 USC § 11371 et seq.) (McKinney-Vento Act), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Pub. L. 111-22) (HEARTH Act) or otherwise; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient shall be responsible for administering eligible activities, as defined in, and in accordance with, 24 CFR Part 576, Subpart B, in a manner satisfactory to the City and consistent with any statutory or regulatory standards required as a condition of disbursing these funds to the Subrecipient. Said eligible activities shall include and shall be limited to the following: See **APPENDIX B** for Program Narrative, said Appendix being a material provision of this Agreement.

1.1.1. Matching Funds Certification. The Subrecipient certifies that it shall contribute matching funds in accordance with 2 CFR 200.306 as modified by 24 CFR 576.201, other applicable law, and as may be amended from time to time, and utilize such contributions for the activities identified in **APPENDIX B.** See **APPENDIX E** for the list of matching sources.

1.1.2. Levels of Accomplishment. The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a

listing of staff persons and time commitments to be allocated for each activity.

1.1.3. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR Part 576 as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement, and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1. Records providing a full description of each activity undertaken;
2.1.2. Records on matching funds;
2.1.3. Records required to determine the eligibility of activities;
2.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
2.1.5. Records documenting compliance with the fair housing and equal opportunity components of the ESG Program;
2.1.6. Financial records as required by 24 CFR 576.500(u) and 2 CFR 200.302, as may be amended from time to time;
2.1.7. All records necessary to document compliance with 24 CFR 576.500, as may be amended from time to time; and
2.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.2. Retention. In accordance with 24 CFR 576.500(y), other applicable law, and as may be amended from time to time, the Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for the renovation of an emergency shelter or conversion of a building into an emergency shelter where costs exceed seventy-five (75) percent of the value of the building before renovation or seventy-five (75) percent of the value of the building after conversion must be kept for ten (10) years after the date ESG funds are first obligated for renovation or conversion. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable five (5) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable five (5) year period, whichever occurs later.

2.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request. See **APPENDIX C** for low/moderate income guidelines.

2.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.5. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed in accordance with the procedures detailed in 2 CFR 200.344, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records.

2.6. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD and/or the Comptroller General of the United States deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

2.6.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of One Million Dollars ($1,000,000.00) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.6.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.6.3. Failure of the Subrecipient to comply with this Subsection 2.6 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current

IRS Tax Exempt Letter attached hereto as **APPENDIX D**, said Appendix being a material provision of this Agreement.

2.7. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7.1 of this Agreement), if applicable.

2.8. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, and (iv) any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 2 CFR 200.1 and generated by activities carried out with ESG funds made available under this Agreement. All Program Income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received the prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 7 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional ESG funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date or earlier termination.

3.2. Counts Toward Matching. Costs paid by Program Income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

3.3. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER FEDERAL REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 576 except that:

4.1.1. Subrecipient does not assume the City's environmental review described in 24 CFR 576.407; and

4.1.2. The Subrecipient does not assume responsibility for initiating the review process

under the provisions of 24 CFR Part 52; and

4.1.3. The following provisions of the Davis-Bacon Act do not apply to the ESG program: 40 USC §§ 3141–3144, 3146, and 3147.

4.2. Violence Against Women Act (VAWA). Subrecipient shall carry out each activity in compliance with 24 CFR 576.409, as amended and reauthorized.

4.3. HMIS. The Subrecipient agrees to participate in the local HMIS in accordance with 24 CFR 576.400(f), as may be amended from time to time, as required by and in accordance with HUD's standards on participation, data collection, and reporting. If the Subrecipient is a domestic violence service provider under VAWA, or a legal service provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4.4. Centralized or Coordinated Assessment. The Subrecipient shall maintain records evidencing the use of, and written intake procedures for, the Coordinated Assessment System developed by the Continuum of Care (CoC) in accordance with the requirements established by HUD and 24 CFR 576.400(d), as may be amended from time to time.

4.5. Written Standards. The Subrecipient shall comply with 24 CFR 576.400(e) and the written standards for providing Emergency Solutions Grant (ESG) assistance as described in the Grantees most recent Consolidated Plan. Programs carried out under ESG funding shall be consistent with these standards.

4.6. Coordination with Other Targeted Homeless Services. The Subrecipient shall comply with 24 CFR 576.400(b), as may be amended from time to time, and coordinate and integrate, to the maximum extent practicable, ESG funded activities with other programs (including but limited to those listed in 24 CFR 576.400(b)(1)-(19)) targeted to homeless people in the area covered by CoC or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.

4.7. System and Program Coordination with Mainstream Services. The Subrecipient shall comply with 24 CFR 576.400(c), as may be amended from time to time, and coordinate and integrate, to the maximum extent possible, ESG Funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible, including but not limited to the activities listed in 24 CFR 576.400(c)(1)-(10), as may be amended from time to time.

4.8. Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations. Notwithstanding any contrary requirement under the McKinney-Vento Homeless Assistance Act or 24 CFR 576, as may be amended from time to time, Subrecipient agrees it shall not require youth aged 24 and under who seek assistance (including shelter, services or rental assistance) to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2, as may be amended from time to time, as a condition for receiving assistance. Subrecipient further agrees that any unaccompanied youth aged 24 and under (or families

headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for the purpose of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

4.9. Build America, Buy America (BABA) Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.9.1. Subcontract Provisions. The Subrecipient shall include the provisions of Section 4.9 of this Agreement (BABA) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

5. SUSPENSION AND TERMINATION

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the

fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 from the City to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.3.1. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but

not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.3.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect and the charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.3.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.3.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of

termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration, any accounts receivable attributable to the use of ESG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds (including ESG funds provided to the Subrecipient in the form of a loan).

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be expended by no later than September 30, 2027 and no rollovers are permitted. All ESG funds must be expended within 24 months. There are no provisions to extend this deadline and HUD may recover any grant funds that are not expended by this date.

8. BUDGET

8.1. See **APPENDIX E** for Program Component and Subrecipient Budget, said Appendix being a material provision of this Agreement. Any amendments to the Budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. **Payment Procedures.** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not to exceed the contract

payment amount set forth in this Section 9 of this Agreement. Payments will be adjusted by the City in accordance with program income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate ESG funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

9.2. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Twenty-One Thousand, Three Hundred and Twelve Dollars and Zero Cents. ($21,312.00). Request(s) for reimbursement of eligible expenses shall be made against the line item budgets and in accordance with allowable allocations by ESG program components, specified in **APPENDIX E**, as referenced in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but not less than once during each quarter of the program year. Any bill not so submitted shall not be reimbursed and shall be void.

9.3. The Subrecipient shall minimize the amount of time lapsing between the receipt of ESG funds and their disbursement per 2 CFR 200.305 and the Treasury Regulations at 31 CFR Part 205, other applicable law, and as may be amended from time to time.

9.4. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.5. The reimbursement procedure is as follows:

9.5.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement.

9.5.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City.

9.5.3. In addition to the requirements set forth in Section 9.5.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc. providing evidence of the disbursement of funds for which reimbursement was sought.

9.5.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by fax and by certified mail, return receipt requested, and shall be directed to the following contract

representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street, Room
Waterbury, CT 06702
Phone: 203-574-6848

SUBRECIPIENT:

Safe Haven of Greater Waterbury
Amanda Nardozzi
29 Central Ave
Waterbury CT 06702

Phone 2036750388
Email info@safehavenofgw.org

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. The Subrecipient shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to The City of Waterbury prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out

of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars ($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional

Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the Housing and Urban Development regulations) concerning the Emergency Solutions Grants (ESG) Program, as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Homeless Participation. The Subrecipient shall provide for the participation of homeless or formerly homeless individuals in its board of directors or other equivalent policymaking entity in accordance with 42 USC § 11375(d) and 24 CFR 576.405, as may be amended from time to time, and, further, shall involve homeless individuals and families in providing work or services pertaining to facilities or activities assisted under this Agreement in accordance with 42 USC § 11375(c) as applicable and as may be amended from time to time.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success.

Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s) and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this paragraph is to cause and insure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City , but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, FICA deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall ensure recognition of the role of the City, in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and, City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City, for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION AND HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 as modified by 24 CFR 576.407(c), other applicable law, and as may be amended from time to time; and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318–200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318–200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 576.407, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

15. ETHICS

15.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

15.1.1. 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.

15.1.2. 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.

15.1.3. 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.

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

15.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

15.1.6. 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 15.1.6, 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 5.1.6 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.

15.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this Subsection 15.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

15.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 15.1.1 through 15.1.7.

15.1.9. The Subrecipient 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 39 titled "Ethics and Conflict of Interest," of said Code as it may be amended from time to time.

15.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts of Interest"].

15.1.11. The Subrecipient 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.

15.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

15.1.13. 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.

15.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

15.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

16. DISPLACEMENT and RELOCATION

16.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 576.408. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

17. PERSONNEL AND PARTICIPANT CONDITIONS

17.1. Civil Rights

17.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances, as may be amended from time to time, including but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d–2000d-7) Sections 104(b) and 109 of Title I of the Housing and Community

Development Act of 1974, as amended (42 USC §§ 5304(b), 5309); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g); the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and Presidential Executive Orders 11375, 12107, and 12086; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances.

17.1.2. Nondiscrimination. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d–2000d-7). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

17.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with the aforementioned regulations during the term of this Agreement.

17.2. Equal Opportunity.

17.2.1. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans,

Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female-owned businesses in lieu of an independent investigation.

17.2.2. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by, the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

17.2.3. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.2.4. Equal Employment Opportunity (EEO) Statement. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity employer.

17.2.5. Subcontract Provisions. The Subrecipient shall include the provisions of Paragraphs 17.1 and 17.2 (Civil Rights and Equal Employment Opportunity, respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

17.3. Employment Restrictions

17.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

17.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18

USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.) and with the exception of the provisions stated in Section 4.1.3. of this Agreement; Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing and Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

17.3.2.1. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of Section 17.3 of this Agreement. Such documentation shall be made available to the City for review upon request.

17.3.3. Section 3 Clause.

17.3.3.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

17.3.3.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

17.3.3.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be

awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

17.3.3.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low- income persons residing within the area in which the ESG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

17.3.3.4. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

17.3.3.5. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

17.3.3.6. Subcontracts: The Subrecipient will include this Section 3 clause as set forth in Subsection 17.3.2.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

17.3.3.7. Conduct.

17.3.3.7.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or

other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17.3.3.7.2. Subcontracts.

17.3.3.7.2.1. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

17.3.3.7.2.2. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

17.3.3.7.2.3. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

17.3.3.7.2.4. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2. herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

17.3.3.7.2.5. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

17.3.3.7.2.6. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR Part 576.404 as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City or of any designated public agencies or Subrecipients, which are receiving funds under the ESG Entitlement program.

17.3.3.7.3. Lobbying. The Subrecipient hereby certifies that:

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

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

17.3.3.7.3.3. It will require that the language of Subsection 17.3.2.7.2.6 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

17.3.3.7.3.4. **Lobbying Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

17.3.3.7.4. **Copyright.** If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

17.3.3.7.5. **Religious Organization.** The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction or proselytization as part of said program or services. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants. The Subrecipient shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. If the Subrecipient is a religious organization, it retains its independence from Federal, State and Local

governments, and may continue to carry out its mission, including the definition, practice, and expression of religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities. The Subrecipient agrees that rehabilitation of structures by the religious organization in connection with the program must be in sound accord with the provisions under 24 CFR 576.406, other applicable law, and as may be amended from time to time.

18. ENVIRONMENTAL CONCERNS

18.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

18.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

18.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401 et seq.).

18.1.1.2. *The Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

18.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

18.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

18.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

18.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic

Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101), as may be amended from time to time, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

18.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

19. MISCELLANEOUS

19.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

19.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

_____

Paul K. Pernerewski, Jr.
Mayor

_____
(Date)

SUBRECIPIENT

_____
(Sign Name)

Executive Director
(Title)

Safe Haven of Greater Waterbury
(Safe Haven of Greater Waterbury, Inc.)

09/23/26
(Date)

CITY OF WATERBURY
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
THE SALVATION ARMY

THIS SUBRECIPIENT AGREEMENT, effective upon its execution by the Mayor, is by and between the City of Waterbury, a municipal corporation organized and existing under the laws of the State of Connecticut with a principal address of 235 Grand Street, Waterbury, CT 06702 (the "City"), and **The Salvation Army, of, 74 Central Ave. Waterbury Connecticut 06702** (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Emergency Solutions Grant (ESG) Program funds from the United States Department of Housing and Urban Development under the McKinney-Vento Homeless Assistance Act (42 USC § 11371 et seq.) (McKinney-Vento Act), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Pub. L. 111-22) (HEARTH Act) or otherwise; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient shall be responsible for administering eligible activities, as defined in, and in accordance with, 24 CFR Part 576, Subpart B, in a manner satisfactory to the City and consistent with any statutory or regulatory standards required as a condition of disbursing these funds to the Subrecipient. Said eligible activities shall include and shall be limited to the following: See **APPENDIX B** for Program Narrative, said Appendix being a material provision of this Agreement.

1.1.1. Matching Funds Certification. The Subrecipient certifies that it shall contribute matching funds in accordance with 2 CFR 200.306 as modified by 24 CFR 576.201, other applicable law, and as may be amended from time to time, and utilize such contributions for the activities identified in **APPENDIX B.** See **APPENDIX E** for the list of matching sources.

1.1.2. Levels of Accomplishment. The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a

listing of staff persons and time commitments to be allocated for each activity.

1.1.3. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR Part 576 as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement, and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1. Records providing a full description of each activity undertaken;
2.1.2. Records on matching funds;
2.1.3. Records required to determine the eligibility of activities;
2.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
2.1.5. Records documenting compliance with the fair housing and equal opportunity components of the ESG Program;
2.1.6. Financial records as required by 24 CFR 576.500(u) and 2 CFR 200.302, as may be amended from time to time;
2.1.7. All records necessary to document compliance with 24 CFR 576.500, as may be amended from time to time; and
2.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.2. Retention. In accordance with 24 CFR 576.500(y), other applicable law, and as may be amended from time to time, the Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for the renovation of an emergency shelter or conversion of a building into an emergency shelter where costs exceed seventy-five (75) percent of the value of the building before renovation or seventy-five (75) percent of the value of the building after conversion must be kept for ten (10) years after the date ESG funds are first obligated for renovation or conversion. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable five (5) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable five (5) year period, whichever occurs later.

2.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request. See **APPENDIX C** for low/moderate income guidelines.

2.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.5. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed in accordance with the procedures detailed in 2 CFR 200.344, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records.

2.6. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD and/or the Comptroller General of the United States deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

2.6.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of One Million Dollars ($1,000,000.00) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.6.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.6.3. Failure of the Subrecipient to comply with this Subsection 2.6 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current

IRS Tax Exempt Letter attached hereto as **APPENDIX D**, said Appendix being a material provision of this Agreement.

2.7. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7.1 of this Agreement), if applicable.

2.8. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, and (iv) any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 2 CFR 200.1 and generated by activities carried out with ESG funds made available under this Agreement. All Program Income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received the prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 7 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional ESG funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date or earlier termination.

3.2. Counts Toward Matching. Costs paid by Program Income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

3.3. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER FEDERAL REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 576 except that:

4.1.1. Subrecipient does not assume the City's environmental review described in 24 CFR 576.407; and

4.1.2. The Subrecipient does not assume responsibility for initiating the review process

under the provisions of 24 CFR Part 52; and

4.1.3. The following provisions of the Davis-Bacon Act do not apply to the ESG program: 40 USC §§ 3141–3144, 3146, and 3147.

4.2. Violence Against Women Act (VAWA). Subrecipient shall carry out each activity in compliance with 24 CFR 576.409, as amended and reauthorized.

4.3. HMIS. The Subrecipient agrees to participate in the local HMIS in accordance with 24 CFR 576.400(f), as may be amended from time to time, as required by and in accordance with HUD's standards on participation, data collection, and reporting. If the Subrecipient is a domestic violence service provider under VAWA, or a legal service provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4.4. Centralized or Coordinated Assessment. The Subrecipient shall maintain records evidencing the use of, and written intake procedures for, the Coordinated Assessment System developed by the Continuum of Care (CoC) in accordance with the requirements established by HUD and 24 CFR 576.400(d), as may be amended from time to time.

4.5. Written Standards. The Subrecipient shall comply with 24 CFR 576.400(e) and the written standards for providing Emergency Solutions Grant (ESG) assistance as described in the Grantees most recent Consolidated Plan. Programs carried out under ESG funding shall be consistent with these standards.

4.6. Coordination with Other Targeted Homeless Services. The Subrecipient shall comply with 24 CFR 576.400(b), as may be amended from time to time, and coordinate and integrate, to the maximum extent practicable, ESG funded activities with other programs (including but limited to those listed in 24 CFR 576.400(b)(1)-(19)) targeted to homeless people in the area covered by CoC or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.

4.7. System and Program Coordination with Mainstream Services. The Subrecipient shall comply with 24 CFR 576.400(c), as may be amended from time to time, and coordinate and integrate, to the maximum extent possible, ESG Funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible, including but not limited to the activities listed in 24 CFR 576.400(c)(1)-(10), as may be amended from time to time.

4.8. Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations. Notwithstanding any contrary requirement under the McKinney-Vento Homeless Assistance Act or 24 CFR 576, as may be amended from time to time, Subrecipient agrees it shall not require youth aged 24 and under who seek assistance (including shelter, services or rental assistance) to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2, as may be amended from time to time, as a condition for receiving assistance. Subrecipient further agrees that any unaccompanied youth aged 24 and under (or families

headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for the purpose of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

4.9. Build America, Buy America (BABA) Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.9.1. Subcontract Provisions. The Subrecipient shall include the provisions of Section 4.9 of this Agreement (BABA) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

5. SUSPENSION AND TERMINATION

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the

fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 from the City to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.3.1. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but

not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.3.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect and the charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.3.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.3.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of

termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration, any accounts receivable attributable to the use of ESG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds (including ESG funds provided to the Subrecipient in the form of a loan).

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be expended by no later than September 30, 2027 and no rollovers are permitted. All ESG funds must be expended within 24 months. There are no provisions to extend this deadline and HUD may recover any grant funds that are not expended by this date.

8. BUDGET

8.1. See **APPENDIX E** for Program Component and Subrecipient Budget, said Appendix being a material provision of this Agreement. Any amendments to the Budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. **Payment Procedures.** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not to exceed the contract

payment amount set forth in this Section 9 of this Agreement. Payments will be adjusted by the City in accordance with program income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate ESG funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

9.2. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Nineteen Thousand Four Hundred and Seventy-One Dollars. ($19,471.00) Request(s) for reimbursement of eligible expenses shall be made against the line item budgets and in accordance with allowable allocations by ESG program components, specified in **APPENDIX E**, as referenced in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but not less than once during each quarter of the program year. Any bill not so submitted shall not be reimbursed and shall be void.

9.3. The Subrecipient shall minimize the amount of time lapsing between the receipt of ESG funds and their disbursement per 2 CFR 200.305 and the Treasury Regulations at 31 CFR Part 205, other applicable law, and as may be amended from time to time.

9.4. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.5. The reimbursement procedure is as follows:

9.5.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement.

9.5.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City.

9.5.3. In addition to the requirements set forth in Section 9.5.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc. providing evidence of the disbursement of funds for which reimbursement was sought.

9.5.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by fax and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street, Room
Waterbury, CT 06702
Phone: 203-574-6848

SUBRECIPIENT:

The Salvation Army
Attn: Ayana M. Vasquez, Secretary
440 West Nyack Road
West Nyack, NY 10994

Phone 845-620-7200
EmailUSELegalSecretary@USE.SalvationArmy.org

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. The Subrecipient shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to The City of Waterbury prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and

advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars ($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers

Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the Housing and Urban Development regulations) concerning the Emergency Solutions Grants (ESG) Program, as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Homeless Participation. The Subrecipient shall provide for the participation of homeless or formerly homeless individuals in its board of directors or other equivalent policymaking entity in accordance with 42 USC § 11375(d) and 24 CFR 576.405, as may be amended from time to time, and, further, shall involve homeless individuals and families in providing work or services pertaining to facilities or activities assisted under this Agreement in accordance with 42 USC § 11375(c) as applicable and as may be amended from time to time.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual

outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s) and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this paragraph is to cause and insure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City , but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, FICA deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall ensure recognition of the role of the City, in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and, City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City, for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION AND HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The

Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 as modified by 24 CFR 576.407(c), other applicable law, and as may be amended from time to time; and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318–200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318–200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 576.407, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

15. ETHICS

15.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

15.1.1. 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.

15.1.2. 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.

15.1.3. 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.

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

15.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

15.1.6. 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 15.1.6, 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 5.1.6 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.

15.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this Subsection 15.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

15.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 15.1.1 through 15.1.7.

15.1.9. The Subrecipient 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 39 titled "Ethics and Conflict of Interest," of said Code as it may be amended from time to time.

15.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts of Interest"].

15.1.11. The Subrecipient 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.

15.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

15.1.13. 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.

15.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

15.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

16. DISPLACEMENT and RELOCATION

16.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 576.408. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

17. PERSONNEL AND PARTICIPANT CONDITIONS

17.1. Civil Rights

17.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances, as may be amended from time to time, including but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d–2000d-7) Sections 104(b) and 109 of Title I of the Housing and Community

Development Act of 1974, as amended (42 USC §§ 5304(b), 5309); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g); the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and Presidential Executive Orders 11375, 12107, and 12086; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances.

17.1.2. Nondiscrimination. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d–2000d-7). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

17.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with the aforementioned regulations during the term of this Agreement.

17.2. Equal Opportunity.

17.2.1. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans,

Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female-owned businesses in lieu of an independent investigation.

17.2.2. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by, the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

17.2.3. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.2.4. Equal Employment Opportunity (EEO) Statement. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity employer.

17.2.5. Subcontract Provisions. The Subrecipient shall include the provisions of Paragraphs 17.1 and 17.2 (Civil Rights and Equal Employment Opportunity, respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

17.3. Employment Restrictions

17.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

17.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18

USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.) and with the exception of the provisions stated in Section 4.1.3. of this Agreement; Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing and Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

17.3.2.1. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of Section 17.3 of this Agreement. Such documentation shall be made available to the City for review upon request.

17.3.3. Section 3 Clause.

17.3.3.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

17.3.3.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

17.3.3.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be

awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

17.3.3.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low- income persons residing within the area in which the ESG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

17.3.3.4. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

17.3.3.5. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

17.3.3.6. Subcontracts: The Subrecipient will include this Section 3 clause as set forth in Subsection 17.3.2.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

17.3.3.7. Conduct.

17.3.3.7.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or

other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17.3.3.7.2. Subcontracts.

17.3.3.7.2.1. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

17.3.3.7.2.2. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

17.3.3.7.2.3. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

17.3.3.7.2.4. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2. herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

17.3.3.7.2.5. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

17.3.3.7.2.6. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR Part 576.404 as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City or of any designated public agencies or Subrecipients, which are receiving funds under the ESG Entitlement program.

17.3.3.7.3. Lobbying. The Subrecipient hereby certifies that:

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

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

17.3.3.7.3.3. It will require that the language of Subsection 17.3.2.7.2.6 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

17.3.3.7.3.4. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

17.3.3.7.4. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

17.3.3.7.5. Religious Organization. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction or proselytization as part of said program or services. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants. The Subrecipient shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. If the Subrecipient is a religious organization, it retains its independence from Federal, State and Local

governments, and may continue to carry out its mission, including the definition, practice, and expression of religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities. The Subrecipient agrees that rehabilitation of structures by the religious organization in connection with the program must be in sound accord with the provisions under 24 CFR 576.406, other applicable law, and as may be amended from time to time.

18. ENVIRONMENTAL CONCERNS

18.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

18.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

18.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401 et seq.).

18.1.1.2. *The Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

18.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

18.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

18.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

18.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic

Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101), as may be amended from time to time, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

18.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

19. MISCELLANEOUS

19.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

19.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

Paul K. Pernerewski, Jr.
Mayor

(Date)

SUBRECIPIENT

(Sign Name) Rehana Rasool

Assistant Secretary - Legal
(Title)

The Salvation Army
The Salvation Army

09/22/2026
(Date)

Salvation Army

CONTRACT APPENDIX LIST CD YR 52

- ☑ **Appendix A**
  - ☑ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☑ **Appendix C**
  - ☑ Low/Moderate Income Guidelines
- ☑ **Appendix D**
  - ☑ Expected Expenditure Statement
  - ☑ IRS Tax Exempt Status Letter
- ☑ **Appendix E**
  - ☑ Sub-Recipient Budget
- ☑ **Appendix F**
  - ☑ Sub-recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☑ Debarment Certification
- ☑ **Appendix H**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy

- ☑ **Additional Compliance Requirements**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

LYNDON BUCKINGHAM
GENERAL

COMMISSIONER RALPH BUKIEWICZ
TERRITORIAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS
LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
http://easternusa.salvationarmy.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

CORPORATE RESOLUTION OF AUTHORITY

I, AYANA M. VASQUEZ, do hereby certify that at a duly authorized meeting of the Board of Trustees of The Salvation Army, a New York Corporation, held on April 28, 2026 at which a majority of the Trustees were presents, it was voted that effective April 28, 2026

Rehana Rasool

be appointed as Assistant Secretary – Legal and be authorized to execute documents and contracts in the name of and on behalf of said Corporation; and such execution or obligation in this Corporation's name on its behalf by such Secretary shall be valid and binding upon this Corporation.

This authorization includes the submission and execution of all applications, documents, and agreements, including the Emergency Solutions Grant Program Subrecipient Agreement (FY 2026-2027) with the City of Waterbury for our operations at 74 Central Ave. Waterbury, CT 06702.

I hereby certify that I am Secretary of The Salvation Army and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

A True Copy,

Ayana M. Vasquez – September 22, 2026
Secretary

Sworn to and subscribed before me
this 22nd day of September, 2026

Catherine P. Kral
Notary Public, State of New York
No. 01KR6320831
Qualified in Orange County
Commission Expires March 9, 2027



APPENDIX B

Sub-Recipient Program Narrative

Appendix BB

LYNDON
BUCKINGHAM
GENERAL

RALPH BUKIEWICZ
TERRITORIAL COMMANDER

MADELAINE DWIER
DIVISIONAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

SOUTHERN NEW ENGLAND DIVISIONAL HEADQUARTERS
855 ASYLUM AVENUE
HARTFORD, CT 06105-0628
TELEPHONE: (860) 543-8400
IP TELEPHONE: (860) 702-0000
FAX: (860) 543-3105

Program Summary

ESG funds will support the operations and Rapid Rehousing activities of the **Family Emergency Shelter (FES)**, a nine-room, 30-bed, temporary emergency shelter for low/no income families who are homeless (single and two-parent households) with children. The shelter, which opened in Waterbury in 1987 and serves between 120-150 homeless individuals annually, is to provide safe, temporary housing for families in crisis, while assisting them in securing and maintaining permanent, stable housing.

During a family's stay in the shelter, they will receive case management and referrals for employment, substance/mental health support, education, and other services to address their individual needs. With 48 hours of arrival, heads of households meet with the Housing Program Coordinator to begin work on establishing a housing plan that identifies both goals for housing and obstacles and barriers. This plan serves as a roadmap to secure permanent housing for the family.

Rapid Re-Housing involves housing-focused case management; assistance with the housing search; relocation services; warm referrals to other community agencies for employment; financial assistance for legal fees; security deposits; move-in costs and rent; and continued supportive services after permanent housing is secured.

The Family Emergency Shelter and the Rapid Re-Housing program are co-located at 74 Central Ave., Waterbury and the two programs work collaboratively to support homeless families year-round with basic needs, a path to secure housing, and hope for a better future.

APPENDIX C

Low/Moderate Income Guidelines

CITY OF WATERBURY
Community Development Program
CD Year 52
10/1/2026 – 9/30/2027
CDBG - CLIENT INTAKE DATA FORM

The following statistical information is required by the United States Department of Housing and Urban Development (HUD). It is required that every social service agency that receives Community Development Block Grant (CDBG) funds fill out a monthly Direct Benefit Activities report. This information will be used to process our annual Grantee Performance Report. The information provided on this form is pertinent for future funding of this program. If this program is for persons under the age of eighteen, this questionnaire must be filled out by a parent or legal guardian. **THIS INFORMATION IS STRICTLY CONFIDENTIAL.**

Client Name: _____ Signature: _____

Phone: _____ Program Name: _____ Date: _____

1. **Have you used this program, and completed an Intake Form since October 1, 2026?** Yes: _____ No: _____

   (If you answered **yes**, please **do not** complete the rest of this questionnaire).

2. **Marital Status:** Single: _____ Married: _____ Divorced: _____ Widowed: _____

3. **Please *circle* the total number of people in your family and *circle* your total annual income under the family column.**

	1-person family	2-person family	3-person family	4-person family	5-person family	6-person family	7-person family	8-person family
A	$0 – $26,150	$0 – $29,900	$0 – $33,650	$0 – $37,350	$0 – $40,350	$0 – $44,360	$0 – $50,040	$0 – $55,720
B	$26,151 – $43,600	$29,901 – $49,800	$33,651 – $56,050	$37,351 – $62,250	$40,351– $67,250	$44,361 – $72,250	$50,041 – $77,200	$55,721 – $82,200
C	$43,601 – $69,750	$49,801 – $79,700	$56,051 – $89,650	$62,251 – $99,600	$67,251 – $107,600	$72,251 – $115,550	$77,201 – $123,550	$82,201 – $131,500
D	$69,751 & UP	$79,701 & UP	$89,651& UP	$99,601 & UP	$107,601 & UP	$115,551 & UP	$123,551 & UP	$131,501 & UP

The above letters represent income limits based on percentages of Waterbury's median income:
A=Extremely Low (30%) B=Low (50%) C=Moderate (80%) D=Non-Low Income (+80%)

4. **ETHNICITY:**

ARE YOU OF LATINO/HISPANIC DESCENT? YES: _____ NO: _____

THE TWO ETHNIC CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

b) **Not Hispanic or Latino** – a person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

5. **RACE:**

PLEASE CHECK ONE OF THE FOLLOWING CATEGORIES REGARDING YOUR RACE:

White: _____ Black/African American: _____ Asian: _____ American Indian/Alaskan Native: _____
Native Hawaiian/ Other Pacific Islander: _____ American Indian/Alaskan Native & White: _____ Asian & White: _____
Black/African American & White: _____ American Indian/Alaskan Native & Black/African American: _____Other (Multi-Racial): _____

THE FIVE RACIAL CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **American Indian or Alaskan Native** – a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

b) **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

c) **Black or African American** – a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

d) **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

e) **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

6. **PHYSICAL DISABILITY: Please select Yes ___ or No____**

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: The Salvation Army

2. Sub-Recipient Address: 74 Central Ave.
Waterbury, CT

3. The Sub-Recipient's fiscal year is from: 10/01/2026 to 09/30/2027

4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $ 385,100

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? N/A

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

The Salvation Army	09/22/2026
Name of Sub-Recipient	Date
	Rehana Rasool, Assistant Secretary - Legal
Authorized Signature	Print Name and Title

IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0941652514
June 16, 2026 LTR 4168C 0
13-5562351 202512 67 R
00036361
BODC: TE

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% MICHAEL J SOUTHWICK
440 WEST NYACK ROAD
WEST NYACK NY 10994-1753

009071

Employer ID number: 13-5562351
Form 990 required: No

Dear Taxpayer:

We're responding to your request dated June 04, 2026, about your tax-exempt status.

We issued you a determination letter in 193306, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(i).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return, or notice, for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

LYNDON BUCKINGHAM
GENERAL

COMMISSIONER RALPH BUKIEWICZ
TERRITORIAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS
LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
http://easternusa.salvationarmy.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

September 22, 2026

To whom it may concern,

The Salvation Army in its Eastern Territory of the United States is one legal entity. Exemption was granted to The Salvation Army pursuant to Section 501(c)(3) of the Internal Revenue Code in June 1933. The Salvation Army confirms that our operations in Connecticut are covered under our 501(c)(3) status. The Salvation Army confirms that in compliance with 26 USC § 6033, subsection (a)(3)(A)(i), as a church, this unit is not required to file an IRS 990.

Under the Certificate of Incorporation and by-laws filed May 12, 1899, and pursuant to the provisions of Section 1 of Chapter 468 of the Laws of New York of 1899, the corporation is charged with general responsibilities regarding temporalities and property, real and personal, and the revenues therefrom, belonging to the corporation and shall administer the same in accordance with the discipline, rules and regulations, and usages of The Salvation Army or the governing body. The local branch, whether it be corps, community center, office, or program center, is not an autonomous or separate entity. Therefore, be advised that The Salvation Army corporate office in West Nyack, New York claims responsibility as fiscal agent for The Salvation Army's operations in Connecticut.

The Salvation Army, a New York not-for-profit corporation, has its corporate principal offices located at 440 West Nyack Road, West Nyack, NY 10994, and is duly authorized to conduct business in the state of Connecticut, acting by and through its local operating units, including our operations at our 74 Central Ave., Waterbury, CT 06702 address.

The legal corporate name is "The Salvation Army", our FEIN is 13-5562351, our DUNS is 062517941 and our UEI is KMXNXV2SBAQ3. Use these numbers for any reporting purposes. Please do not hesitate to contact this office if you require further clarification of this matter.

Sincerely,

Rehana Rasool
Assistant Secretary - Legal
RR: cd
Encl: IRS 501(c)(3) letter

APPENDIX E

Sub-Recipient Budget

Appendix E

Organization Name: The Salvation Army

CD YR 52 EMERGENCY SOLUTIONS GRANT - BUDGET FORM

ELIGIBLE ACTIVITIES	GRANT REQUEST	*LEVERAGED FUNDS	TOTAL BUDGET
Emergency Shelter	$	$	$
Renovation	$	$	$
Operation	$9,712	$76,788	$86,500
Essential Service	$	$	$
URA Assistance	$	$	$
Street Outreach – Essential Services	$	$	$
HMIS	$	$	$
Rapid Re-housing	$	$	$
Housing Relocation and Stabilization Services	$9,759	$39,741	$49,500
Tenant-Based Rental Assistance	$	$	$
Project-Based Rental Assistance	$	$	$
Homelessness Prevention	$	$	$
Housing Relocation and Stabilization Services	$	$	$
Tenant-Based Rental Assistance	$	$	$
Project-Based Rental Assistance	$	$	$
Administration	$	$	$
CD YR 52 TOTAL	$19,471	$116,529	$136,000

*ESG Supplemental Funding:

State of CT Department of Housing: $345,000 for Shelter Operations/Rapid Rehousing. Contract term 7/1/26 – 6/30/27, Contract #240101CM

DOING THE MOST GOOD℠

Southern New England Division
855 Asylum Avenue, Hartford, CT 06105
Phone: (860) 702-0000 Fax: (860) 244-0790
ctri.salvationarmy.org

September 23, 2026

Mr. John Goggin
Director of Community Development
235 Grand Street
Waterbury, CT 06720

Dear Mr. Goggin,

The Salvation Army is committed to serving individuals and families who have lost their homes by providing temporary emergency shelter, rehousing, and street outreach to families and individuals experiencing homelessness in Waterbury.

We are contributing $19,471 as a cash match, funded through the State of Connecticut Department of Housing 24DOH0101CM grant contract. These funds will be available for the period of performance 10/1/26-9/30/27 and are designated for HUD eligible expenses for the ESG program.

If you have any questions, please contact Stephen Kelly (Major), Finance Secretary at the Southern New England Division of The Salvation Army.

Sincerely,

Madelaine Dwier (Major)
Southern New England Divisional Commander

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CHESTERFIELD INSURANCE AGENCY, INC.
CHESTERFIELD INSURANCE AGENCY, INC.
P. O. BOX 237
GREEN, OH 44232-0237

CONTACT NAME: ALEXIS SHEARER
PHONE (A/C, No, Ext): 234-310-3273 **FAX (A/C, No):** 330-896-6548
E-MAIL ADDRESS: ALEXIS.SHEARER@TPA4TSA.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ZURICH AMERICAN INS. CO.	16535
INSURER B : THE SALVATION ARMY RISK TRUST	
INSURER C : THE SALVATION ARMY, A NY CORP.	
INSURER D : AMERICAN ZURICH INS. CO.	40142
INSURER E : AMERICAN INTERNATIONAL GROUP UK	AA-1120187
INSURER F :	

INSURED

THE SALVATION ARMY, A NEW YORK CORP.
440 WEST NYACK ROAD
WEST NYACK, NY 10994-1739

COVERAGES **CERTIFICATE NUMBER:** 005 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			SELF INSURED RETENTION	01/01/26	01/01/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8978527-30	01/01/26	01/01/27	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $
B E	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 500,000			TRUST#19578500 62785336	01/01/26	01/01/27	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8978533-30	01/01/26	01/01/27	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	AUTO LIABILITY EXCESS			SELF INSURED RENTENTION	01/01/26	01/01/27	XS OF $100,000	$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies to The Salvation Army located at the Waterbury Corps 74 Central Ave. Waterbury, CT 06702 from 10/01/2026- 9/30/2027. The City of Waterbury, CT is an additional insured on a primary non-contributory basis on all polices except for workers compensation, waiver of subrogation applies. The Salvation Army Waterbury Corps CDBG &ESG-CV CDYR 52 contracts 2026-27.

CERTIFICATE HOLDER

CITY OF WATERBURY
COMMUNITY DEVELOPMENT
235 GRAND STREET
WATERBURY, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Alexis Shearer

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CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: The Salvation Army

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 – ESG

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/14/2026

Insurance Certificate Term: 01/01/2026 – 01/01/2027

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CHESTERFIELD INSURANCE AGENCY, INC.
CHESTERFIELD INSURANCE AGENCY, INC.
P. O. BOX 237
GREEN, OH 44232-0237

CONTACT NAME: ALEXIS SHEARER
PHONE (A/C, No, Ext): 234-310-3273 **FAX (A/C, No):** 330-896-6548
E-MAIL ADDRESS: ALEXIS.SHEARER@TPA4TSA.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS. CO.	16535
INSURER B: THE SALVATION ARMY RISK TRUST	
INSURER C: THE SALVATION ARMY, A NY CORP.	
INSURER D: AMERICAN ZURICH INS. CO.	40142
INSURER E: AMERICAN INTERNATIONAL GROUP UK	AA-1120187
INSURER F:	

INSURED

THE SALVATION ARMY, A NEW YORK CORP.
440 WEST NYACK ROAD
WEST NYACK, NY 10994-1739

COVERAGES **CERTIFICATE NUMBER:** 005 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			SELF INSURED RETENTION	01/01/26	01/01/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8978527-30	01/01/26	01/01/27	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $
B E	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 500,000			TRUST#19578500 62785336	01/01/26	01/01/27	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 8978533-30	01/01/26	01/01/27	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	AUTO LIABILITY EXCESS			SELF INSURED RENTENTION	01/01/26	01/01/27	XS OF $100,000	$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies to The Salvation Army located at the Waterbury Corps 74 Central Ave. Waterbury, CT 06702 from 10/01/2026- 9/30/2027. The City of Waterbury, CT is an additional insured on a primary non-contributory basis on all polices except for workers compensation, waiver of subrogation applies. The Salvation Army Waterbury Corps CDBG &ESG-CV CDYR 52 contracts 2026-27.

CERTIFICATE HOLDER

City of Waterbury
235 Grand St.
Waterbury, CT
06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Alexis Shearer

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Prepared on
8/19/2026 by CB

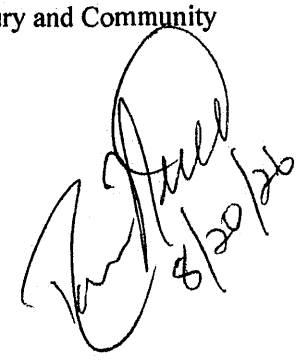
CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - ESG
Fund shelter operations and to salaries and direct financial assistance related to rapid re-housing services. ~ Salvation Army

Insurance Requirements

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

General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate



Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - ESG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 - ESG - Fund shelter operations and to salaries and direct financial assistance related

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☑

   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☑

   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: N/A

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Fund shelter operations and to salaries and direct financial assistance related to rapid re-housing services.

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

Crystal Burr

From:	Seth Drewry
Sent:	Wednesday, October 14, 2026 10:52 AM
To:	Insurance Requests
Cc:	Crystal Burr
Subject:	Insurance Approval Requests
Attachments:	Salvation Army COI.pdf; Salvation Army Insruance Requirements.pdf; YMCA COI.pdf; YMCA Insurance Requirements.pdf; AFL COI.PDF; AFL Insurance Requirements.pdf; Catholic Charities Insurance Requirements.pdf; Catholic Charities COI.pdf

Hi Crystal,

Please see attached for the Year 52 COIs and insurance recommendations for the following organizations:

- Salvation Army
- YMCA
- Arts for Learning
- Catholic Charities

(These are all CDBG except for Salvation Army, which is ESG)

Thanks,
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors
Annual Statement of Financial Interests
Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of New York

SS.: West Nyack

County of Rockland

Rehana Rasool, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Assistant Secretary - Legal of The Salvation Army (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__x__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__x__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__x__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): None

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3.				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized): None

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) : None

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized): None

Name	Title	DOB	Stock %
1 None			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): None

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none: None

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness Jennifer Conklin

Rehana Rasool
Name of Corporate Signatory

440 West Nyack Road, West Nyack, NY 10994
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Assistant Secretary - Legal
Title

State of New York)

) SS

County of Rockland)

Rehana Rasool being duly sworn,

deposes and says that he/she is Assistant Secretary - Legal of The Salvation Army and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22nd day of September 2026.

Catherine P. Kral
(Notary Public)

My Commission Expires: March 9, 2027

Catherine P. Kral
Notary Public, State of New York
No. 01KR6320831
Qualified in Orange County
Commission Expires March 9, 2027

LYNDON
BUCKINGHAM
GENERAL

RALPH BUKIEWICZ
TERRITORIAL COMMANDER

MADELAINE DWIER
DIVISIONAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

SOUTHERN NEW ENGLAND DIVISIONAL HEADQUARTERS
855 ASYLUM AVENUE
HARTFORD, CT 06105-0628
TELEPHONE: (860) 543-8400
IP TELEPHONE: (860) 702-0000
FAX: (860) 543-3105

NAME/EMPLOYMENT	TITLE	HOME ADDRESS
Merle Heatwole	Chairman, Trustee	9401 Ferry Landing Court Alexandria, VA 22309
Ralph E. Bukiewicz	President, Trustee	5 Marino Boulevard Pomona, NY 10970
Kenneth S. Dalrymple	Vice President, Trustee	2 Bubenko Dr. Garnerville, NY 10923
Debra S. Ashcraft	Treasurer, Trustee	11 Forest Ridge Road Nyack, NY 10960
Michael S. Laro	First Assistant Treasurer	16 Henry Street Orangeburg, NY 10962
Ayana Vasquez	Secretary	53 Rockledge Rd. 12A Bronxville, NY 10708
Rehana H. Rasool	Assistant Secretary, Legal	896 Manhattan Ave. Township of Washington, NJ 07676
Thomas O. Henson	Second Assistant Treasurer	3 Tin Court Walden, NY 12586
Joy L. Blanchard	Assistant Secretary – Finance	18 Revere Court Nanuet, NY 10954
Susan L. Bukiewicz	Trustee	5 Marino Boulevard Pomona, NY 10970
Crista-Lynn J. Dalrymple	Trustee	2 Bubenko Drive Garnerville, NY 10923
Steven E. Ashcraft	Trustee	11 Forest Ridge Rd. Nyack, NY 10960
David B. Davis	Trustee	1 Lansing Court New City, NY 10956
Margaret W. Davis	Trustee	1 Lansing Court New City, NY 10956
Kevin L. Stoops	Trustee	5 Sgt. Bollinger Court Tappan, NY 10983
Cheriann T. Stoops	Trustee	5 Sgt. Bollinger Court Tappan, NY 10983

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

ESG: Family Emergency Shelter, Rapid Rehousing, Shelter Operations and Street Outreach.

(Service or Commodity Covered by Contract)

10/01/2026 – 9/30/2027

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [x]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure
(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [x]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

The Salvation Army
(Name of Organization)

Signature of Individual (or Authorized Signatory)

09/22/2026
Date

Rehana Rasool, Assistant Secretary - Legal
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒ x

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: The Salvation Army
   74 Central Ave.
   Waterbury, CT 06702
2. Print Name and Title of Authorized Representative: Rehana Rasool, Assistant Secretary - Legal
3. Signature of Authorized Representative: 
4. Date: 09/22/2026

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calender day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

LYNDON BUCKINGHAM
GENERAL

RALPH BUKIEWICZ
TERRITORIAL COMMANDER

MADELAINE DWIER
DIVISIONAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

SOUTHERN NEW ENGLAND DIVISIONAL HEADQUARTERS
855 ASYLUM AVENUE
HARTFORD, CT 06105-0628
(860) 702-0000

September 8, 2026

City of Waterbury Community Development Program
235 Grand Street
Room C-29
Waterbury, CT 06702

RE: Drug-Free Workplace Policy

I have enclosed a copy of our Employee Manual: Introduction and Policies. On pages 7 and 8, you will find The Salvation Army's "Drug-Free Workplace Policy."

All employees receive a copy of this manual and must provide Human Resources with a signed Employee Manual Acknowledgement. The signature requirement serves to verify employee notification of the policy.

This policy is enforced at The Salvation Army of Waterbury. Your office will be notified within seven days if such a violation occurs on the part of an employee.

Sincerely,

Rohan Gage, Major

Major Rohan E. Gage, MAOL
Divisional Secretary for Business Administration
The Salvation Army Southern New England Division
Serving Connecticut & Rhode Island
855 Asylum Avenue, Hartford, CT 06105
Direct: (860)-702-0084

Rehana Rasool

Rehana Rasool, Assistant Secretary - Legal
Authorized Corporate Signatory
The Salvation Army
440 West Nyack Road
West Nyack, NY 10994
845-620-7200

The Salvation Army



DOING THE MOST GOOD

Affirmative Action Plan

September 1, 2026 through August 31, 2027

The Salvation Army – U.S. Eastern Territory

Southern New England - Divisional Headquarters

855 Asylum Avenue, Hartford, CT 06105

This document can be made available upon request in alternative formats such as large print, Spanish, or on audiotape, by calling 845-620-7200.

TABLE OF CONTENTS

Statement of Commitment 3

PART A: EXECUTIVE ORDER 11246 Affirmative Action Program 4

Equal Employment Opportunity Policy 5

Dissemination of Equal Employment Opportunity Policy - Internal 6

Dissemination of Equal Employment Opportunity Policy - External 7

Responsibility for Implementation 8

Recruitment / Develop Action Oriented Goals 9

Harassment/Discrimination Policy 10

Internal Harassment/Discrimination Complaint Procedure 11

Reporting and Non-Retaliation Policy 14

Code of Conduct and Conflict of Interest Policy 17

Analysis of Present Status 20

Review Personnel Processes 20

Internal Audit and Reporting System 21

ATTACHMENT I 23

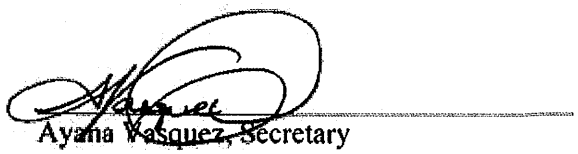
Statement of Commitment

The Salvation Army is committed to affirmative action efforts and equal employment opportunity policies. It is the policy of The Salvation Army that it will provide equal opportunity for employment on the bases enumerated in the Federal, State and local laws applicable to it, except where a prohibition on discrimination is inconsistent with the religious principles of The Salvation Army.

Equal opportunity is applicable to all employment, which will apply to recruitment and hiring, training, promotion, salaries and other compensation, transfers and layoffs or termination.

- Discrimination against employees, applicants, or eligibles on the basis of any federally protected group status will not be tolerated;
- The Salvation Army is committed to the implementation of the equal opportunity, non-retaliation and affirmative action policies, programs, and procedures included in this plan;
- The Salvation Army will continue to actively promote a program of affirmative action, wherever minorities, women, and persons with disabilities are underrepresented in the workforce;
- The Salvation Army is committed to the retention of all qualified, talented employees, including protected group employees.

Accepted by the Board of Trustees on the 8th of July in the year 2014.



Ayana Vasquez, Secretary

PART A: EXECUTIVE ORDER 11246 Affirmative Action Program

Equal Employment Opportunity Policy[1]

41 CFR 60-300.44(a); 60-250.44(a); 60-741.44(a)

Most contracts executed by The Salvation Army to provide Federal, State and locally funded social services do not involve the procurement by the Federal government of "personal property" and/or "non-personal services" for the direct benefit or use of a Federal agency, and therefore do not subject The Salvation Army to regulations as a "contractor" pursuant to 41 C.F.R. Chapter 60. The Salvation Army is not required to adopt an "affirmative action program" as a grant recipient, however The Salvation Army contracts its services to state and federal agencies that require an Affirmative Action Plan (AAP). They include the U.S. Departments of Justice and Veterans Affairs, New York State Department of Education and the City of Hartford, CT, who all require enforcement of AAP compliance for their grant recipients.

Please note that The Salvation Army's ecclesiastical officers are ministers and are therefore exempt from employee personnel policies[2].

Equal Employment Opportunity Policy
hereinafter referred to as the "Policy Statement"

It is the policy of The Salvation Army that it will provide equal opportunity for employment on the bases enumerated in the Federal, State and local laws applicable to it. Such equal opportunity for employment will apply to recruitment and hiring, training, promotion, salaries and other compensation, transfers and layoffs or termination.

As a religious organization, a branch of the Christian church, The Salvation Army reserves the right to impose qualifications based on religion if such qualifications are related to a bona fide religious purpose or are otherwise permitted by applicable law.

Without limiting the foregoing, by accepting employment with The Salvation Army, an individual recognizes that The Salvation Army is a church, agrees to do nothing to undermine its religious mission, and acknowledges that his or her conduct must not conflict with or undermine the religious programs of The Salvation Army, or its religious and moral purposes.

[1] Excerpt from The Salvation Army, Policy and Procedures Minute 41N

[2] The First Amendment exempts those with Ministerial Duties (including that of governance) from EEOC laws.

Dissemination of Equal Employment Opportunity Policy - Internal

41 CFR §60-1.42

The equal employment opportunity policy will be implemented by The Salvation Army in the United States through normal channels: National Headquarters, territorial headquarters, divisional headquarters, corps community centers, institutions, etc. This is the responsibility of all officers and personnel, supervisory or non-supervisory. Each of the four territorial headquarters has the responsibility for monitoring compliance with the Affirmative Action Program of The Salvation Army[3].

The equal employment opportunity policy is and will continue to be communicated to all relevant audiences.

1. The Policy specifically included in the Personnel Manual will be continued and will become an essential component of the Affirmative Action Program of Personnel Policies and Procedures.

2. The Policy will be stated in the organization's official publication as well as in other advertising media.

3. A copy of this document will be given to every employee and will be issued to all persons engaged in the recruitment, hiring, placing, training, and education of employees.

4. The Policy will be thoroughly discussed in employee orientations and all training programs, in Officers' Councils, and in appropriate management and supervisory meetings, etc., so that the existing policy of The Salvation Army is made clear.

5. A copy of the Policy Statement document is posted on the Lotus Notes electronic bulletin board where every employee shall have access. Supervisors with employees who do not have Lotus Notes accounts are responsible for providing them with a copy of the Policy Statement.

6. The Policy Statement is disseminated by all persons engaged in the recruitment, hiring, placing, training, and education of employees.

If a waiver is in effect, it is applicable only to operating units with 50 or more employees and/or a Federal contract or subcontract with a value of $50,000 or more.

[3] Excerpt from The Salvation Army, Policy and Procedures Minute 41N

Dissemination of Equal Employment Opportunity Policy - External

41 CFR §60-1.41; 41 CFR §60-1.5

1. All solicitation or advertising for employees states that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Recruitment advertisements, and literature, bear the phrase, "An Equal Opportunity/ Affirmative Action Employer."

2. All employment candidates are to be informed of The Salvation Army's Equal Employment Opportunity and Affirmative Action related Policies. If requested, prospective employees may review sections of the Affirmative Action Plan that would allow the individuals to know and avail themselves of the benefits of the program.

3. Photos and media, when appropriate, will contain pictures of diverse individuals. When employees are pictured in consumer or help wanted advertising, members of protected class categories will be included.

4. Equal employment opportunity clauses will be incorporated in all of our future purchase orders, leases, contracts, etc., with a value of more than $10,000.

5. Existing contracts will be reviewed to ensure that they are non-discriminatory.

6. Notices concerning equal employment opportunities or non-discrimination in employment supplied by the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs of the U.S. Department of Labor, or any comparable state agency will be displayed in employment offices, if such notices are required to be displayed.

7. Sources of recruitment, with a good faith effort to incorporate those whose target audience are protected class members, will be informed orally and in writing of the equal employment opportunity policy stipulating that they are to actively recruit in every segment of society, including targeted groups, for all positions listed.

8. An undertaking to develop a written affirmative action program will be included in all of our future contracts (including leases, purchase orders, etc.) with any person who has 50 or more employees, if the contracted value exceeds $50,000.

9. Written notification of our policy will be sent to all subcontractors, vendors, and suppliers with the request that if they have 50 or more employees and a Federal contract or subcontract of $50,000 or more, they supply us with a copy of their equal employment opportunity policy statement and affirmative action program.

Responsibility for Implementation

41 CFR §60-2.17(a)

The territorial commander has final responsibility for implementation of the Affirmative Action Program. In performing this responsibility, he/she will delegate the following activities within his/her command to appropriate parties within the organization:

1. Develop additional or amend policy statements, additional affirmative action programs and modifications as deemed desirable.

2. Identify the problems in administering this program and helping to resolve them.

3. Assure adequate record-keeping and audit systems in institutions which have 50 or more employees and a Federal contract or subcontract with a value of $50,000 or more:

    a. To measure the effectiveness of the program.

    b. Indicate the need of remedial action.

    c. Determine the degree to which the goals and objectives have been attained.

4. Share relevant materials with the territory.

5. Refer to National Headquarters for further consideration by the Commissioners' Conference any information related to progress in attaining the objectives of the Policy and Affirmative Action Program.

The divisional commander has final responsibility for implementation of the following activities. In performing this responsibility, he/she will delegate the following activities within his/her command to appropriate parties within the division:

1. Assist in the identification of problem areas in their respective commands and the implementation of the Affirmative Action Program.

2. Evaluate, periodically, the hiring and promotion patterns; evaluate progress; and remove impediments to the attainment of program objectives.

3. Discuss regularly The Salvation Army Affirmative Action Program with officers and personnel directors to insure that the policy is fully understood and being implemented.

4. Review qualifications of employees and establish procedures to insure that minority group employees and women are given equal opportunities, as are all other individuals, for transfer and/or promotions.

5. Provide equal opportunity for all, including minorities and women, and encourage all to participate in all organization-sponsored educational training, recreation, and social activities.

6. Evaluate staff efforts toward equal employment opportunity results.

Recruitment / Develop Action Oriented Goals

41 CFR §60-2.17(c)

The Recruitment Program will be conducted in a manner to insure that we are actively reaching minority groups and women. This means taking direct initiative to make certain that minority groups and women candidates are identified, made familiar with available positions, and encouraged to apply. Those responsible for employment and/or placement of personnel will:

1. Review qualifications for professional and clerical/secretarial positions to remove artificial barriers that may restrict the pool of candidates. This will also include a review of The Salvation Army's employment application.

2. Identify, contact, and make interview arrangements with placement offices that have special programs for minorities.

3. Limit the utilization of public and private personnel agencies to those who submit acceptable statements of their own equal employment opportunity policies and where there is no evidence of failure to implement such policies.

4. Review present staff who may be qualified for promotion.

5. Job opportunities should be posted in a conspicuous place for not less than three work days in order that the staff might apply directly. Every consideration should be given to internal promotions first before seeking candidates outside the organization. Each unsuccessful applicant will be assured an explanation of the standards he or she failed to meet and recommendations of ways in which to qualify at a subsequent time.me.

Training is available to all employees without restrictions based upon race, gender, color, religion or national origin.

The Policy Statement will be thoroughly discussed in employee orientations and all training programs, in Officers' Councils, and in appropriate management and supervisory meetings, etc.,

Self-improvement opportunities leading into more responsible positions will be available to all staff on a planned basis. Among these are:

1. Upon request, equipment made available at a mutually agreed time where the individual utilizes same to upgrade skills by actual practice.

2. Provision for staff attendance at regional conferences and/or seminars as well as relevant training and formal educational courses.

Harassment/Discrimination Policy

Statement of Policy

POLICY

Harassment of the employees of The Salvation Army will not be tolerated[4].

Sexual Harassment

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Other Harassment

Any harassing or offensive conduct directed at individuals because of their race, color or national origin or other basis prohibited by law will be subject to the reporting, investigation and disciplinary action described in this policy.

Examples of harassing behaviors are:

1. Abusing the dignity of an employee through intimidating, insulting or degrading remarks or conduct; whether sexual or on the basis of any other protected characteristic under law;
2. Threats, demands, or suggestions that an employee's work status is contingent upon the employee's toleration of or acquiescence to sexual advances; or
3. The display in the workplace or the transmission by e-mail of intimidating, insulting or degrading objects, pictures, cartoons or photographs.

Retaliation

No employee will be retaliated against for complaining about harassment or assisting in an investigation. The attached "Reporting and Non-Retaliation" policy is included in all employee handbooks and personnel manuals.

Publication

The attached "Policy Against Harassment" is included in all employee handbooks and personnel manuals.

[4] Excerpt from Employee Policy 25N

Internal Harassment/Discrimination Complaint Procedure

IMMEDIATE RESPONSE

1. Each supervisor has an affirmative duty to maintain his/her work place free of sexual or other harassment and intimidation. Every supervisor is required to take action if he or she learns of potential harassment, even if the aggrieved employee does not wish to file a complaint. Any knowledge of harassment or complaints received from employees concerning sexual or other harassment must be reported immediately to the next level of command as set forth in the following paragraph.

2. When a complaint is received, harassment is otherwise learned of; the supervisor must prepare and sign a plainly worded statement of the alleged harassment in order that the allegations may be investigated. A copy of this and any other statements should be sent under private cover to (1) the Divisional Commander (for corps or institutions, (2) the Secretary for Personnel (for Divisional Headquarters and the School for Officer Training personnel), and (3) the Adult Rehabilitation Centers Commander (for Adult Rehabilitation Centers personnel).

GUIDELINES FOR INVESTIGATION OF HARASSMENT

It is extremely important that all complaints or other evidence of sexual or other harassment be thoroughly investigated and that appropriate action be taken to prevent further occurrences, investigations will be conducted under the direction of the individuals identified in 2 above.

It must be recognized that harassment usually takes place in private without witnesses. Allegations of harassment often cannot be substantiated by direct evidence other than the complaining party's own statements. Therefore, when a complaint is received, it should be accepted at face value until the evidence is evaluated.

The following guidelines will be followed in conducting the investigation:

1. Ask the alleged victim to be specific. Never put words into the mouth of the person who is complaining of an incident. Where feasible, have the complainant reduce the allegations to writing in his/her own words and sign the document.
2. Ask about the frequency of the harassment. How long has harassment been going on? What steps have been taken by the victim to let the harasser know the behavior should stop? NEVER ask the victim why he or she failed to act sooner.
3. Ask for witnesses' names. Get corroborating evidence when possible.
4. Seek out how the victim would like the situation to be resolved. Assure the victim that no one will be allowed to retaliate or mistreat him/her because of the complaint. Let the employee know that The Salvation Army will investigate the complaint and will maintain the confidentiality of harassment allegations to the extent possible. Complete confidentiality cannot be guaranteed as that would impede an effective investigation.

5. Promptly see the person implicated. When talking to an alleged harasser, talk in private and come right to the point. Talk about ONLY what was done--not what was intended. If an admission of guilt is made, insist that the behavior stop and list the consequences. Respond to a denial by explaining the steps of the investigation. Remember, the victim AND the alleged harasser are each entitled to a fair hearing.

POST-INVESTIGATION ACTION

1. If an investigation discloses that there are no grounds for a finding that harassment has taken place, the person implicated and those persons already familiar with the investigation should be informed that the investigation is closed.
2. When the investigation reveals that harassment did take place, appropriate disciplinary action will be taken, up to and including termination. The severity of the discipline will depend on the nature of the conduct and the harasser's previous record.
3. Records of each investigation and the resolution thereof should be retained in confidential personnel files.

RESPONSIBILITY OF SECRETARY FOR PERSONNEL

If harassment issues are not resolved at the department head level of local/divisional/command/national/ territorial headquarters, written contact may be made in confidence with the office of the Secretary for Personnel. Such written contact should detail all aspects of the situation and should include any documentation gathered to that point. The Secretary for Personnel shall assess each situation by conducting a fact finding investigation obtaining statements, and taking other appropriate action. The Secretary for Personnel shall report his findings down the chain of command and make recommendations concerning the disposition of each case.

DOCUMENTATION AND RETENTION

If it is determined that the complaint is not related to discrimination but rather to general personnel concerns, the Affirmative Action Officer designee will inform the complainant, in writing, within ten (10) working days.

If the complaint is related to discrimination, the Affirmative Action Officer designee will, within 10 working days, contact all parties named as respondents and outline the basic facts of the complaint. The respondents will be asked to provide a response to the allegations within a specific period of time.

1. A written answer will be provided to the parties within sixty (60) days after the complaint is filed. The complainants will be notified should extenuating circumstances prevent completion of the investigation within sixty (60) days.

2. If required, dispensation of the complaint will be filed with the applicable state or municipal office within thirty (30) days of final determination.

3. All documentation associated with a complaint shall be considered investigative data. The status of the complaint will be shared with the complainants and respondents. After an investigation is completed and all appeals are exhausted, all documentation is subject to remain confidential unless required pursuant to legal proceedings.

4. All data collected may at some point become evidence in civil or criminal legal proceedings pursuant to state or federal statutes. An investigation may include, but is not limited to, the following types of data:

   A. Interviews or written interrogatories with all parties involved in the complaint, e.g., complainants, respondents, and their respective witnesses; officials having pertinent records or files, etc.
   B. All records pertaining to the case i.e., written, recorded, filmed, or in any other form.

5. The Affirmative Action Officer or designee shall maintain records of all complaints and any pertinent information or data for three (3) years after the case is closed.

Reporting and Non-Retaliation Policy [5]

A. General

The Salvation Army has adopted this Reporting and Non-Retaliation Policy (the "Policy") to govern its operations in the United States, including at National Headquarters and in each of the four United States Territories. It applies to all Salvation Army Officers, who are ministers of the Gospel ("Officers"), the members of the Boards of Trustees/Directors and the corporate officers of all Salvation Army corporations, and to its lay employees and volunteers, including members of Salvation Army advisory organizations (collectively, "Reporting Individuals"). This Policy is enforced by the Secretary for Business Administration and the Secretary for Personnel at National Headquarters or in the applicable Territory.

The Salvation Army is committed to lawful and ethical behavior in all of its activities and requires Reporting Individuals to act in accordance with all applicable laws and regulations and to faithfully implement The Salvation Army's own policies and procedures, including the National Code of Conduct and Conflict of Interest Policy (the "Code of Conduct").

The objectives of The Salvation Army's Reporting and Non-Retaliation Policy are to establish policies and procedures to:

Prevent or detect and correct improper activities.

Encourage Reporting Individuals to report in good faith a material violation of law or policy or questionable financial, accounting or auditing matter in any way relating to Salvation Army operations.

Ensure the receipt, investigation, and resolution of reports received under this Policy.

Protect Reporting Individuals from retaliatory action.

B. Reporting Responsibility

Each Reporting Individual has an obligation to report what he or she believes is a material violation of law or policy or any questionable financial, accounting or auditing matter in any way relating to Salvation Army operations. The types of concerns that should be reported include, for purposes of illustration and without being limited to, the following*:

Providing false information to, or withholding material information from, The Salvation Army's auditors, accountants, lawyers or other representatives responsible for ensuring The Salvation Army compliance with fiscal and legal responsibilities.

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[5] Excerpt from The Salvation Army Policy and Procedures Minute 73N

Embezzlement, private inurement or benefit or misappropriation of funds.

Material violation of any policy of The Salvation Army, including, among others, the Code of Conduct and this Policy.

Facilitation or concealment of any of the above or similar actions.

C. Reporting Procedures

1. Officers and Employees (including all Trustees, Directors and Corporate Officers):

   Officers and employees should seek to resolve concerns by reporting issues directly to their supervisor or the next level of management until matters are satisfactorily resolved. However, if for any reason an Officer or employee is not comfortable speaking to a supervisor or does not believe the issue is being properly addressed, the Officer or employee may contact the applicable Command Head, the human resources director for the Command or the Secretary for Business Administration or the Secretary for Personnel. If an Officer or employee does not believe that these channels of communication can or should be used to express his/her concerns, he/she may contact the Territorial Commander (if within a territory) or the National Commander (if at National Headquarters).

2. Volunteers:

   Volunteers should submit concerns to the immediate supervisor. If the volunteer is not comfortable reporting to the immediate supervisor or if he/she does not believe the issue is being properly addressed, the volunteer may report directly to the applicable Command Head, if different, or to the Secretary for Business Administration, the Secretary for Personnel, the Territorial Commander (if within a territory) or the National Commander (if at National Headquarters).

3. Form of Report:

   Reports may be submitted either in writing (preferred method) or verbally. Concerns may be submitted anonymously. Because it is impossible to seek additional information from a Reporting Individual about anonymous reports, it is essential that such reports contain as much specific information as possible.

D. Handling of Reported Violations/No Retaliation

1. The Salvation Army will investigate all reports filed in accordance with this Policy with due care and promptness. A full report of any matters raised under this Policy will be delivered by the applicable Command to the Secretary for Business Administration and the Secretary for Personnel (or prepared by the Secretary for Business Administration or the Secretary for Personnel where such Officers receive the initial report), with a copy to the Territorial or National Commander as the case may be. The Territorial Commander (if within a territory) or National Commander (if at National Headquarters) may direct the Secretary for Business Administration and/or the Secretary for Personnel to conduct a further investigation upon receiving the report if deemed necessary or appropriate.

2. This Policy is intended to encourage and enable all Reporting Individuals to raise serious concerns within The Salvation Army for investigation and appropriate action. With this goal in mind, any Reporting Individual who, in good faith, reports a concern shall not be threatened, discriminated against or otherwise subject to retaliation or, in the case of an Officer or employee, suffer adverse employment consequences as a result of such report. Moreover, anyone who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal.

E. Acting in Good Faith

Anyone reporting a concern must act in good faith and have reasonable grounds for believing the matter raised is a serious violation of law or Salvation Army policy or a material financial, accounting or auditing matter. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, with gross negligence, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal. Depending on the circumstances, such conduct may also give rise to other actions, including civil or criminal litigation.

F. Confidentiality

Reports of concerns, and investigations pertaining thereto, shall be kept confidential to the extent reasonably possible. The Salvation Army cannot guarantee complete confidentiality due to the need to conduct an adequate investigation. Unauthorized disclosure of information relating to an investigation under this Policy by Reporting Individuals will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal.

Code of Conduct and Conflict of Interest Policy[6]

The Salvation Army has adopted this Code of Conduct and Conflict of Interest Policy (the "Policy") to govern its operations in its Eastern Territory or National Headquarters in the United States. This Policy is intended to supplement, not replace, existing policies that may impose more stringent standards. It applies to Salvation Army officers, who are ministers of the Gospel, and to its lay employees (Part A), the members of the Board of Trustees/Directors and the corporate officers of The Salvation Army, the New York religious and charitable corporation, the principal corporate instrumentality of the Salvation Army Eastern Territory or National Headquarters (Part B), members of Salvation Army advisory organizations (Part C) and vendors seeking to do business with The Salvation Army (Part D). This Policy is to be implemented by the Secretary for Business Administration (845-620-7215) of The Salvation Army's Eastern Territory or National Headquarters (703-684-5500), who may be contacted at the telephone number set forth above.

A. Salvation Army Officers and Employees

1. Policy

In order to avoid any appearance that the judgement of a Salvation Army officer or employee has been influenced, it is the policy of The Salvation Army that Salvation Army officers, employees, members of their immediate family (spouse, children and parents) and other household members will not solicit or accept, directly or indirectly, any money, valuables or favors from any person in circumstances which may affect, or appear to influence, the officer's or employee's business judgement, including from any person who is or seeks to be a vendor of goods or services, including consultants, to The Salvation Army (referred to in this Policy as "Vendors"). No Salvation Army officer or employee will accept employment by, or act as a consultant to, any Vendor. No Salvation Army officer, employee or member of the immediate family of household of any officer or employee, shall serve as a director or officer of, or have any financial interest in, any Vendor, or accept any business opportunities, commissions or other financial arrangements that are offered by Vendors, or engage in any other conduct with Vendors that might appear to compromise the officer's or employee's judgement or loyalty to The Salvation Army. For the sake of clarity, it shall not be a violation of this policy for officers or employees to receive from a Vendor (a) legitimate business related meals (b) gifts or favors with an insubstantial or nominal value unless there is a reasonable possibility the item could be construed as quid pro quo for the retention of the Vendor, or (c) entertainment, including but not limited to, cultural or sporting events with a value of $100 or less. If the value of the entertainment referred to in clause (c) above, is greater than $100, approval must be obtained from your supervisor. Exceptions to this policy must be approved by your Command Head.

2. Implementation

All Salvation Army officers will receive a copy of the foregoing policy. Such officers are also subject to various international orders and regulations, including the Orders and Regulations for Officers of The Salvation Army, which reinforce such policy and, in certain cases, impose more stringent requirements. Failure by a Salvation Army officer to

[6] Excerpt from Policy and Procedure Minute 28N

comply with the policy or such orders and regulations will result in discipline, up to and including termination. The foregoing policy will also be included in The Salvation Army Eastern Territory or National Headquarters Employee Manual, and all employees of The Salvation Army must sign a statement acknowledging receipt of, and agreeing to comply with, the policies in such manual. Any failure by an employee to comply with the policy will result in discipline by The Salvation Army, up to and including termination.

B. Corporate Trustees/Directors and Officers

As set forth above, The Salvation Army, a New York religious and charitable corporation (the "Corporation"), is the principal corporate instrumentality of The Salvation Army in its Eastern Territory or National Headquarters. The Corporation operates all of the programs of The Salvation Army in the Territory or National Headquarters. All members of the Board of Trustees/Directors and all of the officers of the Corporation are either Salvation Army officers or employees, all of whom must comply with the policy described in Part I above.

The Act of Incorporation, the Certificate of Incorporation and By-Laws of the Corporation contain provisions precluding the corporate trustees/directors and officers from receiving any pecuniary profit or emolument from the Corporation, with the exception of reasonable compensation for services rendered to the Corporation to effect its religious and charitable purposes, all as required by the provisions of the Internal Revenue Code ("IRC") applicable to organizations exempt from Federal income tax as described in IRC 501 (c)(3).

C. Members of Advisory Organizations

The Salvation Army relies on the services of volunteer advisors in communities throughout the Eastern Territory or National Advisory Board. All volunteers who serve on Salvation Army advisory boards and councils are required to comply with the following Conflict of Interest policy, which is included in The Salvation Army's nationally uniform Manual of Advisory Organizations:

1. The advisory council or board members shall exercise the utmost good faith in all transactions touching upon their duties in an advisory capacity. They shall be held to a strict rule of honest and fair dealing between themselves and The Salvation Army. They shall not use their position or knowledge gained therefrom so that a conflict might arise between the interest of The Salvation Army and that of the individual.

2. All acts of such persons shall be for the best interest of The Salvation Army.

3. Such persons shall not accept nor offer any gifts, favors or hospitality that might influence decision making or actions affecting The Salvation Army.

4. Although, it is recognized that a degree of duality of interest may exist from time to time, such duality shall not be permitted to influence adversely the decision-making process of The Salvation Army. To this end, any person subject to this policy shall promptly report the possible existence of a conflict of interest for himself or any other persons subject to the policy. The report shall be made to the chairman of the advisory organization.

5. A full disclosure of all facts pertaining to any transaction that is subject to any doubt concerning the possible existence of a conflict of interest shall be made before consummating the transaction.

6. Where any expression of conflict of interest seems even remotely possible, the person(s) potentially involved shall remove himself (themselves) from any process leading to recommendations or decision making.

Failure of a member of an advisory organization to comply with the foregoing policies will result in removal of the individual from the advisory organization.

D. Vendors

The following provision will be included in the agreement with all major Vendors, or in an addendum to the agreement, or a separate writing executed by The Salvation Army and the Vendor:

In order to induce The Salvation Army to enter into this agreement, the Vendor represents and warrants to The Salvation Army (1) that, except as fully disclosed to The Salvation Army, no person has been employed or retained to solicit or secure this agreement in consideration of a commission, percentage, brokerage fee, contingent fee or other compensation; (2) that, no payment, gift or thing of value has been made, given or promised to any officer or employee of The Salvation Army by the Vendor or by any person associated with the Vendor in connection with this agreement or otherwise; (3) that, neither the Vendor nor any of its directors, officers, partners or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would influence the performance by the Vendor of its obligations under this or any other agreement with The Salvation Army; (4) that, without full disclosure to The Salvation Army, neither the Vendor nor any person associated with it will recommend to The Salvation Army another vendor in which the Vendor or any such person has an interest, direct or indirect; and (5) that, the Vendor will report to The Salvation Army as soon as possible its employment of, or any consulting arrangement with, any retired officer or former employee of The Salvation Army.

Failure to comply with the foregoing provision will constitute a breach and result in the termination of the agreement or other arrangement between the Vendor and The Salvation Army. Each Salvation Army Command within the Eastern Territory or National Headquarters will maintain a file of Vendors that have been terminated as a result of a breach of the foregoing provision and such Vendors will be disqualified from doing business with The Salvation Army.

Analysis of Present Status

41CFR §60-2.17(b)

The Salvation Army in the U.S.E. will initiate a comprehensive inventory of current non-officer employee status to ascertain the number and percentage of employees that are minorities and women.

For each department or operating unit, responsible parties will create hierarchy charts and identify current staff demographics.

This section requires tables of data regarding employees.

Review Personnel Processes

There is a favorable attitude towards the hiring and advancement of *protected class employees*. The Salvation Army demonstrates its positive commitment to equal employment and affirmative action.

PROMOTIONS

The Salvation Army does the following to ensure that *protected class employees* have equal opportunity for all promotions:

a) Promotional opportunities are posted or announced.
b) An inventory of the skills, academic and experience level of current *protected class employees* is maintained.
c) Necessary remedial, job training and work-study programs are provided.
d) Formal employee evaluation programs are provided.
e) Worker specifications are validated based on job performance related criteria.
f) Supervisory personnel submit written justification if they do not upgrade seemingly qualified *protected class employees*.
g) Seniority practices are reviewed to ensure that such practices or clauses are nondiscriminatory and do not have a discriminatory effect.

To demonstrate this commitment, this section requires documentation regarding employee evaluation, promotion and training.

Internal Audit and Reporting System

41 CFR §60-2.17(d)

On an annual basis, each applicable unit of The Salvation Army will consider the result that could reasonably be expected from putting forth every good-faith effort to make the overall Affirmative Action Program work.

A. The goals and timetables set by the Organization will be determined by reviewing the anticipated activity, the current rates of utilization and the availability of qualified candidates.

B. Goals will be significant, measurable and attainable.

C. Goals will be specific for planned results, with timetables for completion.

D. Goals will not be quotas which are rigid and inflexible. Goals will be targets reasonably attainable by means of applying good-faith efforts to make all aspects of the entire Affirmative Action Program work.

E. Goals, timetables and affirmative action commitments will be designed to correct any identifiable deficiencies.

F. Where deficiencies exist and where numbers of percentage are relevant in developing corrective action, The Salvation Army will establish specific goals and timetables separately for *protected class employees*.

G. Such goals and timetables, with supporting data, will be part of the Organizations written Affirmative Action Program.

H. Supportive data for the required analysis will be compiled and maintained as part of the Affirmative Action Program. This data does include but is not limited to applicant flow data and personnel transactions, indicating minority and sex status.

I. In establishing timetables, The Salvation Army will consider the anticipated expansion, contraction and turnover of its workforce. This would include a review of anticipated vacancies in the major job groupings for the next year and any other pertinent period related to the Affirmative Action Program.

J. A goal will be established for each job group in which underutilization exists; a specific timetable will be established for reaching the ultimate goal in the minimum time period feasible.

K. For each job group in which underutilization exists, The Salvation Army will establish annual rates of hiring and/or promoting *protected class employees* until the ultimate goal is reached. These rates can be achieved by putting forth good-faith efforts, including the

use of available recruitment and training facilities. Numerical goals based on projected openings will be provided but not used in place of percentages goals. Goals will be stated as actual numbers and as percentages.

This section requires tables of data regarding employees and potential employees. Resources for pre and post offer self-identification will be utilized.

ATTACHMENT I

ADMINISTRATIVE RESPONSIBILITY

Responsible parties will be identified for covered areas.

Major Madeleine Dwier, Divisional Commander,	860-702-0050
Ngan Goldberg, Interim HR Director,	860-702-0050

The person(s) listed in this attachment are assigned the administrative responsibility for affirmative action plans and programs, policy statements, and internal and external communications techniques; Duties include:

1. Designing and implementing data collection and reporting systems that will:
   (a) identify areas and degrees of underrepresentation and underutilization, and other disparities in all selection processes and indicate the need for remedial action;
   (b) determine the degree to which the goals and objectives of affirmative action plans are being met; and
   (c) measure the effectiveness of the affirmative action plans.

2. Summarizing statistical data and other relevant information to identify underrepresentation and underutilization, and other problem areas;

3. Developing and implementing programs and other measures for corrective action as are necessary to achieve the goals and objectives of the plan and to alleviate underrepresentation and/or underutilization and other problem areas;

4. Reviewing and approving the adequacy of affirmative action efforts at all stages of the employment selection process;

5. Establishing realistic programs for achieving compliance with this Affirmative Action Plan and providing technical assistance;

6. Preparing written reports evaluating implementation and progress of the affirmative action plan and recommending necessary changes;

7. Engaging in regular discussions with all employees to assure that The Salvation Army's policies are being followed;

8. Serving as liaison between The Salvation Army and enforcement agencies;

9. Remaining informed of the latest developments in the equal employment area, including the requirements of law and designing updates and improvements to affirmative action plan in response to such developments;

10. Serving as liaison between The Salvation Army and minority organizations, women's organizations and community groups concerned with employment opportunities of *protected class employees*;

11. Establishing reasonable goals and timetables for achieving compliance with this Affirmative Action Plan where there is manifest underutilization;

12. Ensuring that meetings are conducted with subordinates, administrators, managers and supervisors to explain individual goals and responsibilities;

13. Ensuring that *protected class employees* are selected to participate in educational, training, administrative and part-time activities, which serve to ensure, full representation;

14. Ensuring that all subordinates, managers, supervisors and administrators receive annual written evaluations of the affirmative action efforts and results.

LYNDON BUCKINGHAM
GENERAL

RALPH BUKIEWICZ
TERRITORIAL COMMANDER

MADELAINE DWIER
DIVISIONAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

SOUTHERN NEW ENGLAND DIVISIONAL HEADQUARTERS
855 ASYLUM AVENUE
HARTFORD, CT 06105-0628
(860) 702-0000

September 8, 2026

City of Waterbury Community Development Program
235 Grand Street
Room C-29
Waterbury, CT 06702

RE: Drug-Free Workplace Policy

I have enclosed a copy of our Employee Manual: Introduction and Policies. On pages 7 and 8, you will find The Salvation Army's "Drug-Free Workplace Policy."

All employees receive a copy of this manual and must provide Human Resources with a signed Employee Manual Acknowledgement. The signature requirement serves to verify employee notification of the policy.

This policy is enforced at The Salvation Army of Waterbury. Your office will be notified within seven days if such a violation occurs on the part of an employee.

Sincerely,

Rohan Gage, Major

Major Rohan E. Gage, MAOL
Divisional Secretary for Business Administration
The Salvation Army Southern New England Division
Serving Connecticut & Rhode Island
855 Asylum Avenue, Hartford, CT 06105
Direct: (860)-702-0084

Contracts executed by The Salvation Army to provide federally funded social services do not inolve the procurement by the federal government of "personal property" and/or "non-personal services" for the direct benefit or use of a federal agency, and therefore do not subject The Salvation Army to regulations as a "contractor" pursuant to the 41 C.F.R. Chapter 60. Accordingly, The Salvation Army is not required by such regulations to adopt an "affirmative action program." Nonetheless, as part of its commitment to equal employment opportunity, The Salvation Army has adopted this Affirmative Action Program for implementation throughout the United States.

IMMIGRATION REFORM AND CONTROL ACT

All offers of employment are conditioned upon verification by the applicant of authority to work in the United States. Such verification will be required only after an offer of employment is made.

The Immigration Reform and Control Act requires that The Salvation Army verify that all employees are authorized to work in the United States by:

1) requiring him/her to produce original documents demonstrating his/her identity and work authorization and to complete Section I of the Citizenship and Immigration Services (CIS) Form I-9, "Employment Eligibility Verification," and

2) attesting to such verification by completing Section 2 of such form on behalf of The Salvation Army. Such verification is required for all employees, not just aliens or those who appear to be foreign-born.

DRUG-FREE WORKPLACE POLICY

The Salvation Army complies with the Drug-Free Workplace Act of 1988 where required by such law.

The unlawful manufacture, distribution, dispensation, possession or use of any controlled substance is banned in the workplace. As noted in the section entitled "Rules of Conduct," controlled substances include marijuana, regardless whether a physician has prescribed its use for medical purposes.

If any employee in a program subject to the Drug-Free Workplace Act of 1988 is convicted of a criminal drug statute, the employer must be notified within five days. The employer must notify the Federal government within ten days.

The Salvation Army accepts that many drugs beneficial to health can be addictive. The deliberate misuse of any drugs to induce either oblivion or hallucinatory state is not condoned.

The Salvation Army reserves the right to test employees for drug and/or alcohol use on a random basis or for cause at any time.

As a church with religious beliefs that condemn the use of illicit drugs, The Salvation Army has been

advised that it is not required to comply with state laws that regulate the drug testing policies of private employers.

POLICY AGAINST HARASSMENT

We promote a productive work environment and we do not tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. All forms of harassment, including sexual harassment, are prohibited and will not be tolerated.

Sexual Harassment: Sexual harassment in the workplace as defined by the Equal Employment Opportunity Commission includes unwelcome sexual advances, requests for sexual favors, and other conduct of a sexual nature, when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may take the form of physical contact, sexually related comments, jokes or graphics, references to personal appearance, unwelcome sexual advances or suggestions or requests for sexual favors. In addition, remarks and conduct of a sexual nature that may not constitute sexual harassment are also inappropriate. Often remarks and conduct of this nature which seem innocuous to one person are offensive, embarrassing and unacceptable to another.

Anyone in supervisory capacity who has or suggests an affair with a subordinate should realize that the nature of the relationship raises questions about the voluntary nature of the subordinate's conduct, notwithstanding appearances. A supervisor/subordinate affair is susceptible to charges of sexual harassment or of inappropriate behavior. The parties in such cases endanger the reputation of the employer and place their careers in jeopardy.

Other Harassment: Any offensive conduct directed at individuals because of their race, color or national origin or other basis prohibited by law will be subject to the reporting, investigation and disciplinary action described in this policy.

Anyone who believes he or she has been the subject of any harassment is urged to report the occurrence immediately so that The Salvation Army employer can take prompt action. Complaints should be made to the employee's supervisor, or to the department head or human resources manager if the complaint involves the supervisor.

Reported incidents will be investigated promptly and dealt with in a manner that respects the confidentiality of the individuals involved whenever reasonably possible. We will not tolerate retaliation

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

The Salvation Army
74 Central Ave.
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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
ST. VINCENT DEPAUL MISSION OF WATERBURY, INC.

THIS SUBRECIPIENT AGREEMENT, effective upon its execution by the Mayor, is by and between the City of Waterbury, a municipal corporation organized and existing under the laws of the State of Connecticut with a principal address of 235 Grand Street, Waterbury, CT 06702 (the "City"), and **St. Vincent DePaul Mission of Waterbury, Inc. of, 34 Willow St. Waterbury Connecticut 06710** (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Emergency Solutions Grant (ESG) Program funds from the United States Department of Housing and Urban Development under the McKinney-Vento Homeless Assistance Act (42 USC § 11371 et seq.) (McKinney-Vento Act), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Pub. L. 111-22) (HEARTH Act) or otherwise; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient shall be responsible for administering eligible activities, as defined in, and in accordance with, 24 CFR Part 576, Subpart B, in a manner satisfactory to the City and consistent with any statutory or regulatory standards required as a condition of disbursing these funds to the Subrecipient. Said eligible activities shall include and shall be limited to the following: See **APPENDIX B** for Program Narrative, said Appendix being a material provision of this Agreement.

1.1.1. Matching Funds Certification. The Subrecipient certifies that it shall contribute matching funds in accordance with 2 CFR 200.306 as modified by 24 CFR 576.201, other applicable law, and as may be amended from time to time, and utilize such contributions for the activities identified in **APPENDIX B.** See **APPENDIX E** for the list of matching sources.

1.1.2. Levels of Accomplishment. The Subrecipient shall provide, upon request, levels

of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.1.3. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR Part 576 as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement, and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1. Records providing a full description of each activity undertaken;
2.1.2. Records on matching funds;
2.1.3. Records required to determine the eligibility of activities;
2.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
2.1.5. Records documenting compliance with the fair housing and equal opportunity components of the ESG Program;
2.1.6. Financial records as required by 24 CFR 576.500(u) and 2 CFR 200.302, as may be amended from time to time;
2.1.7. All records necessary to document compliance with 24 CFR 576.500, as may be amended from time to time; and
2.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.2. Retention. In accordance with 24 CFR 576.500(y), other applicable law, and as may be amended from time to time, the Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for the renovation of an emergency shelter or conversion of a building into an emergency shelter where costs exceed seventy-five (75) percent of the value of the building before renovation or seventy-five (75) percent of the value of the building after conversion must be kept for ten (10) years after the date ESG funds are first obligated for renovation or conversion. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable five (5) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable

five (5) year period, whichever occurs later.

2.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request. See **APPENDIX C** for low/moderate income guidelines.

2.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.5. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed in accordance with the procedures detailed in 2 CFR 200.344, other applicable law, and as may be amended from time to time. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records.

2.6. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD and/or the Comptroller General of the United States deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

2.6.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of One Million Dollars ($1,000,000.00) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.6.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.6.3. Failure of the Subrecipient to comply with this Subsection 2.6 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The

Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, said Appendix being a material provision of this Agreement.

2.7. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7.1 of this Agreement), if applicable.

2.8. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, and (iv) any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 2 CFR 200.1 and generated by activities carried out with ESG funds made available under this Agreement. All Program Income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received the prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 7 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional ESG funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date or earlier termination.

3.2. Counts Toward Matching. Costs paid by Program Income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

3.3. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER FEDERAL REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 576 except that:

4.1.1. Subrecipient does not assume the City's environmental review described in 24 CFR 576.407; and

4.1.2. The Subrecipient does not assume responsibility for initiating the review process under the provisions of 24 CFR Part 52; and

4.1.3. The following provisions of the Davis-Bacon Act do not apply to the ESG program: 40 USC §§ 3141–3144, 3146, and 3147.

4.2. Violence Against Women Act (VAWA). Subrecipient shall carry out each activity in compliance with 24 CFR 576.409, as amended and reauthorized.

4.3. HMIS. The Subrecipient agrees to participate in the local HMIS in accordance with 24 CFR 576.400(f), as may be amended from time to time, as required by and in accordance with HUD's standards on participation, data collection, and reporting. If the Subrecipient is a domestic violence service provider under VAWA, or a legal service provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4.4. Centralized or Coordinated Assessment. The Subrecipient shall maintain records evidencing the use of, and written intake procedures for, the Coordinated Assessment System developed by the Continuum of Care (CoC) in accordance with the requirements established by HUD and 24 CFR 576.400(d), as may be amended from time to time.

4.5. Written Standards. The Subrecipient shall comply with 24 CFR 576.400(e) and the written standards for providing Emergency Solutions Grant (ESG) assistance as described in the Grantees most recent Consolidated Plan. Programs carried out under ESG funding shall be consistent with these standards.

4.6. Coordination with Other Targeted Homeless Services. The Subrecipient shall comply with 24 CFR 576.400(b), as may be amended from time to time, and coordinate and integrate, to the maximum extent practicable, ESG funded activities with other programs (including but limited to those listed in 24 CFR 576.400(b)(1)-(19)) targeted to homeless people in the area covered by CoC or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.

4.7. System and Program Coordination with Mainstream Services. The Subrecipient shall comply with 24 CFR 576.400(c), as may be amended from time to time, and coordinate and integrate, to the maximum extent possible, ESG Funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible, including but not limited to the activities listed in 24 CFR 576.400(c)(1)-(10), as may be amended from time to time.

4.8. Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations. Notwithstanding any contrary requirement under the McKinney-Vento Homeless Assistance Act or 24 CFR 576, as may be amended from time to time, Subrecipient agrees it shall not require youth aged 24 and under who seek assistance (including shelter, services or rental assistance) to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2, as may be amended from time to time, as a condition for receiving assistance.

Subrecipient further agrees that any unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for the purpose of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

4.9. Build America, Buy America (BABA) Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.9.1. Subcontract Provisions. The Subrecipient shall include the provisions of Section 4.9 of this Agreement (BABA) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

5. SUSPENSION AND TERMINATION

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 from the City to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.3.1. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient

shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, 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 such termination from the City to the Subrecipient.

5.3.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect and the charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.3.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.3.6.1. In the event of such termination, the Subrecipient will be paid for services

covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.7. Suspension. In the event there is probable cause to believe the Subrecipient is in non-compliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration, any accounts receivable attributable to the use of ESG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds (including ESG funds provided to the Subrecipient in the form of a loan).

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be expended by no later than September 30, 2027 and no rollovers are permitted. All ESG funds must be expended within 24 months. There are no provisions to extend this deadline and HUD may recover any grant funds that are not expended by this date.

8. BUDGET

8.1. See **APPENDIX E** for Program Component and Subrecipient Budget, said Appendix being a material provision of this Agreement. Any amendments to the Budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. **Payment Procedures.** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for

eligible expenses actually incurred by the Subrecipient and shall not to exceed the contract payment amount set forth in this Section 9 of this Agreement. Payments will be adjusted by the City in accordance with program income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate ESG funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

9.2. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed One Hundred and Six Thousand Four Hundred and Eighty-Three Dollars and Zero Cents ($106,483.00). Request(s) for reimbursement of eligible expenses shall be made against the line item budgets and in accordance with allowable allocations by ESG program components, specified in **APPENDIX E**, as referenced in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but not less than once during each quarter of the program year. Any bill not so submitted shall not be reimbursed and shall be void.

9.3. The Subrecipient shall minimize the amount of time lapsing between the receipt of ESG funds and their disbursement per 2 CFR 200.305 and the Treasury Regulations at 31 CFR Part 205, other applicable law, and as may be amended from time to time.

9.4. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.5. The reimbursement procedure is as follows:

9.5.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement.

9.5.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City.

9.5.3. In addition to the requirements set forth in Section 9.5.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc. providing evidence of the disbursement of funds for which reimbursement was sought.

9.5.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by fax and by

certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street, Room
Waterbury, CT 06702
Phone: 203-574-6848

SUBRECIPIENT:

St. Vincent DePaul Mission of Waterbury, Inc.
Gary Beaulieu
Executive Director
34 Willow St
Waterbury, CT 06710
Phone: 203-754-0000
Email: st.vincent.de.paul@snet.net

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. The Subrecipient shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to The City of Waterbury prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to

protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars ($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling (especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance.

The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the Housing and Urban Development regulations) concerning the Emergency Solutions Grants (ESG) Program, as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Homeless Participation. The Subrecipient shall provide for the participation of homeless or formerly homeless individuals in its board of directors or other equivalent policymaking entity in accordance with 42 USC § 11375(d) and 24 CFR 576.405, as may be amended from time to time, and, further, shall involve homeless individuals and families in providing work or services pertaining to facilities or activities assisted under this Agreement in accordance with 42 USC § 11375(c) as applicable and as may be amended from time to time.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this

Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s) and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this paragraph is to cause and insure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470–73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City , but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, FICA deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall ensure recognition of the role of the City, in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and, City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City, for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION AND HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 as modified by 24 CFR 576.407(c), other applicable law, and as may be amended from time to time; and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318–200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318–200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 576.407, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

15. ETHICS

15.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

15.1.1. 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.

15.1.2. 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.

15.1.3. 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.

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

15.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

15.1.6. 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 15.1.6, 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 5.1.6 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.

15.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this Subsection 15.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

15.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 15.1.1 through 15.1.7.

15.1.9. The Subrecipient 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 39 titled "Ethics and Conflict of Interest," of said Code as it may be amended from time to time.

15.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts of Interest"].

15.1.11. The Subrecipient 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.

15.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of

Ordinances, 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.

15.1.13. 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.

15.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

15.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

16. DISPLACEMENT and RELOCATION

16.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 576.408. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

17. PERSONNEL AND PARTICIPANT CONDITIONS

17.1. Civil Rights

17.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances, as may be amended from time to time, including but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42

USC §§ 2000d–2000d-7) Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 USC §§ 5304(b), 5309); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g); the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and Presidential Executive Orders 11375, 12107, and 12086; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances.

17.1.2. Nondiscrimination. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d–2000d-7). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

17.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with the aforementioned regulations during the term of this Agreement.

17.2. Equal Opportunity.

17.2.1. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female-owned businesses in lieu of an independent investigation.

17.2.2. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by, the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

17.2.3. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.2.4. Equal Employment Opportunity (EEO) Statement. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity employer.

17.2.5. Subcontract Provisions. The Subrecipient shall include the provisions of Paragraphs 17.1 and 17.2 (Civil Rights and Equal Employment Opportunity, respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

17.3. Employment Restrictions

17.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

17.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as

supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.) and with the exception of the provisions stated in Section 4.1.3. of this Agreement; Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing and Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

17.3.2.1. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of Section 17.3 of this Agreement. Such documentation shall be made available to the City for review upon request.

17.3.3. Section 3 Clause.

17.3.3.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

17.3.3.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

17.3.3.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the

project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

17.3.3.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low- income persons residing within the area in which the ESG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

17.3.3.4. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

17.3.3.5. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

17.3.3.6. Subcontracts: The Subrecipient will include this Section 3 clause as set forth in Subsection 17.3.2.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

17.3.3.7. Conduct.

17.3.3.7.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient

from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17.3.3.7.2. Subcontracts.

17.3.3.7.2.1. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

17.3.3.7.2.2. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

17.3.3.7.2.3. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

17.3.3.7.2.4. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2. herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

17.3.3.7.2.5. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

17.3.3.7.2.6. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR Part 576.404 as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City or of any designated public agencies or Subrecipients, which are receiving funds under the ESG Entitlement program.

17.3.3.7.3. Lobbying. The Subrecipient hereby certifies that:

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

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

17.3.3.7.3.3. It will require that the language of Subsection 17.3.2.7.2.6 of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

17.3.3.7.3.4. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

17.3.3.7.4. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

17.3.3.7.5. Religious Organization. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction or proselytization as part of said program or services. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants. The Subrecipient shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. If the Subrecipient is a religious

organization, it retains its independence from Federal, State and Local governments, and may continue to carry out its mission, including the definition, practice, and expression of religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities. The Subrecipient agrees that rehabilitation of structures by the religious organization in connection with the program must be in sound accord with the provisions under 24 CFR 576.406, other applicable law, and as may be amended from time to time.

18. ENVIRONMENTAL CONCERNS

18.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

18.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

18.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401 et seq.).

18.1.1.2. *The Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

18.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

18.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

18.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

18.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101), as may be amended from time to time, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

18.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

19. MISCELLANEOUS

19.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

19.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

_____

Paul K. Pernerewski, Jr.
Mayor

_____
(Date)

SUBRECIPIENT

Gary Beaudet
Executive Director

_____
ST. VINCENT DEPAUL MISSION OF WATERBURY, INC.

09/22/2026
(Date)

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Finance Dept Contracts\HUD Year 52 Template Contract Review (ESG) FY26-27 CRT26-250\Drafts\9.11.26 FY51 ESG Template.docx

SVDP

CONTRACT APPENDIX LIST CD YR 52

- ☑ **Appendix A**
  - ☑ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☑ **Appendix C**
  - ☑ Low/Moderate Income Guidelines
- ☑ **Appendix D**
  - ☑ Expected Expenditure Statement
  - ☑ IRS Tax Exempt Status Letter
- ☑ **Appendix E**
  - ☑ Sub-Recipient Budget
- ☑ **Appendix F**
  - ☑ Sub-recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☑ Debarment Certification
- ☑ **Appendix H**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy

- ☑ **Additional Compliance Requirements**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

CORPORATE RESOLUTION

I, Dan Ferrucci, hereby certify that I am the duly elected and acting Secretary of St. Vincent DePaul Mission of Waterbury, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 17th day of September 2025.

"It is hereby resolved that Gary Beaulieu is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said St. Vincent DePaul Mission of Waterbury, Inc. corporation this 22nd day of September 2026.

Secretary

APPENDIX B

Sub-Recipient Program Narrative

ESG CD YR 52 2026-2027

PROGRAM NARRATIVE

The Mission operates the following programs at the Homeless Resource Service Center and Shelter that address the challenging and increasing needs of its clients

With 108 beds, it is the largest shelter in the State of Connecticut. An average of 76 single adults and 6 families with children find refuge at the Homeless Resource Service Center and Shelter each night. Breakfast and dinner are served daily.

The Shelter also has the capability to add 10 portable cots needed when a mandated Cold Weather Protocol is issued to handle overflow. All guests are always allowed to remain in the shelter during the day but asked to leave for lunch for an hour during the day. In a severe weather situation, lunch is provided.

Five case managers work with the clients to assist them in finding permanent sustainable affordable housing.

The Homeless Shelter program will use the ESG funds to offset the cost for:

- Utilities and rental of telephone equipment
- Lease 3 All Wheel drive vehicles. The vehicles are used to transport clients to appointments for: doctors, job interviews and addiction programs landlord meeting, etc. when no other means of transportation is available.
- Offset a portion of the costs for public utilities.
- Pay once for prescription(s) for client's who do not have the money to fill a prescription
- Purchase cleaning and laundry supplies
- Purchase food and paper goods including plastic dishes, and eating utensils, paper towels, also toilet tissue, personal hygiene items, sanitary needs, soap, towels, socks, pajamas, school uniforms, mattresses
- Purchase plastic covered bed bug resistant mattresses, which are replaced in rotation every three to four years or as needed.

Also, the ESG Rapid Re-Housing funds will be used to pay for security deposit and a predetermined number of months' rent to a qualified landlord for homeless people or families residing in the St Vincent DePaul Shelter, the Salvation Army Shelter or Safe Haven Shelter and are a resident of Waterbury. The number of months paid to the landlord is determined by the homeless person's needs before they can be "stabilized" in their housing, (usually 3 months).

APPENDIX C

Low/Moderate Income Guidelines

CITY OF WATERBURY
Community Development Program
CD Year 52
10/1/2026 – 9/30/2027
CDBG - CLIENT INTAKE DATA FORM

The following statistical information is required by the United States Department of Housing and Urban Development (HUD). It is required that every social service agency that receives Community Development Block Grant (CDBG) funds fill out a monthly Direct Benefit Activities report. This information will be used to process our annual Grantee Performance Report. The information provided on this form is pertinent for future funding of this program. If this program is for persons under the age of eighteen, this questionnaire must be filled out by a parent or legal guardian. **THIS INFORMATION IS STRICTLY CONFIDENTIAL.**

Client Name: _____ Signature: _____

Phone: _____ Program Name: _____ Date: _____

1. **Have you used this program, and completed an Intake Form since October 1, 2026?** Yes: _____ No: _____
   (If you answered **yes**, please **do not** complete the rest of this questionnaire).
2. **Marital Status:** Single: _____ Married: _____ Divorced: _____ Widowed: _____
3. **Please *circle* the total number of people in your family and *circle* your total annual income under the family column.**

	1-person family	2-person family	3-person family	4-person family	5-person family	6-person family	7-person family	8-person family
A	$0 – $26,150	$0 – $29,900	$0 – $33,650	$0 – $37,350	$0 – $40,350	$0 – $44,360	$0 – $50,040	$0 – $55,720
B	$26,151 – $43,600	$29,901 – $49,800	$33,651 – $56,050	$37,351 – $62,250	$40,351– $67,250	$44,361 – $72,250	$50,041 – $77,200	$55,721 – $82,200
C	$43,601 – $69,750	$49,801 – $79,700	$56,051 – $89,650	$62,251 – $99,600	$67,251 – $107,600	$72,251 – $115,550	$77,201 – $123,550	$82,201 – $131,500
D	$69,751 & UP	$79,701 & UP	$89,651& UP	$99,601 & UP	$107,601 & UP	$115,551 & UP	$123,551 & UP	$131,501 & UP

The above letters represent income limits based on percentages of Waterbury's median income:
A=Extremely Low (30%) B=Low (50%) C=Moderate (80%) D=Non-Low Income (+80%)

4. **ETHNICITY:**

ARE YOU OF LATINO/HISPANIC DESCENT? YES: _____ NO: _____

THE TWO ETHNIC CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

b) **Not Hispanic or Latino** – a person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

5. **RACE:**

PLEASE CHECK ONE OF THE FOLLOWING CATEGORIES REGARDING YOUR RACE:

White: _____ Black/African American: _____ Asian: _____ American Indian/Alaskan Native: _____
Native Hawaiian/ Other Pacific Islander: _____ American Indian/Alaskan Native & White: _____ Asian & White: _____
Black/African American & White: _____ American Indian/Alaskan Native & Black/African American: _____Other (Multi-Racial): _____

THE FIVE RACIAL CATEGORIES ARE DEFINED AS FOLLOWS:

Definitions for City of Waterbury intake form revised by the Office of Management and Budget (OMB)

a) **American Indian or Alaskan Native** – a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

b) **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

c) **Black or African American** – a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

d) **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

e) **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

6. **PHYSICAL DISABILITY: Please select Yes ___ or No____**

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: St. Vincent DePaul Mission of Waterbury Inc.
2. Sub-Recipient Address: 34 Willow St.
Waterbury, CT 06710

3. The Sub-Recipient's fiscal year is from: July 1, 2026 to June 30, 2027
4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $996,455.50

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? December 31, 2026

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

St. Vincent DePaul Mission of Waterbury, Inc.
Name of Sub-Recipient

09/22/2026
Date

Gary Beaulieu
Authorized Signature

Gary Beaulieu, Executive Director
Print Name and Title

IRS Department of the Treasury
Internal Revenue Service

PHILADELPHIA PA 19255

In reply refer to: 3552539759
Feb. 25, 2025 LTR 4168C 0
06-1001527 000000 00
00046996
BODC: TE

ST VINCENT DEPAUL MISSION OF
WATERBURY INC
34 WILLOW ST
WATERBURY CT 06710-2003

004104

Employer ID number: 06-1001527
Form 990 required: N

Dear Taxpayer:

We're responding to your request dated Feb. 13, 2025, about your tax-exempt status.

We issued you a determination letter in Junr, 1979, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

3552539759
Feb. 25, 2025 LTR 4168C 0
06-1001527 000000 00
00046997

ST VINCENT DEPAUL MISSION OF
WATERBURY INC
34 WILLOW ST
WATERBURY CT 06710-2003

time).

Thank you for your cooperation.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations

APPENDIX E

Sub-Recipient Budget

Organization Name: ***St. Vincent DePaul Mission of Waterbury, Inc.***

CD YR 52 EMERGENCY SOLUTIONS GRANT - BUDGET FORM

ELIGIBLE ACTIVITIES	GRANT REQUEST	LEVERAGED FUNDS	TOTAL BUDGET
Emergency Shelter	$	$	$
Renovation	$	$	$
Operation	$	$	$
Essential Service	$75,393.90	$1,389,386.51	$1,464,780.41
URA Assistance	$	$	$
Street Outreach – Essential Services	$	$	$
HMIS	$	$	$
Rapid Re-housing	$	$	$
Housing Relocation and Stabilization Services	$	$	$
Tenant-Based Rental Assistance	$22,712.00	$0.00	$22,712.00
Project-Based Rental Assistance	$	$	$
Homelessness Prevention	$	$	$
Housing Relocation and Stabilization Services	$	$	$
Tenant-Based Rental Assistance	$	$	$
Project-Based Rental Assistance	$	$	$
Administration	$8,377.10	$0.00	$8,377.10
CD YR 52 TOTAL	$106,483.00	$1,389,386.51	$1,495,869.51

St. Vincent DePaul
Mission of Waterbury

September 22, 2026

Community Development Grants Director
Office of Community Development
188 Bank St.
Waterbury, CT 06702

Re: Match for CD Yr 52 ESG Program

Funds received from ESG will be matched with the following grants:

CT Department of Housing, ESS Grant	$106,483.00

Anthony Guerrera
Grants and Data Coordinator

E-mail: st.vincent.depaul@snet.net - Website: www.svdpmission.org
P.O. Box 1612 Waterbury, Connecticut 06721- Phone: (203) 754- 0000 - Fax: (203) 756-0865

ST. VINCENT DEPAUL MISSION OF WATERBURY, INC.

ESG CD YEAR 52 LINE ITEM BUDGET

EMERGENCY SHELTER	BUDGET
UTILITIES (HEATING, ELECTRICITY, WATER & SEWER)	$ 18,393.90
RENT TELEPHONE EQUIPMENT	$ 3,000.00
VEHICLE LEASES (3) SUV	$ 9,000.00
LIABILITY INSURANCE	$ 14,000.00
RUBBISH and SNOW REMOVAL	$ 11,000.00
CLIENTSUPPORT	$ 20,000.00
FOOD, CLOTHING ,CLEANING SUPPLIES,	
HYGIENE PRODUCTS, CABLE T.V., PAPER SUPPLIES	
PAJAMAS, MEDICATION, MATTRESSES, TOWELS ETC	
BIRTH CERTIFICATES, IDENTIFICATION AND SOCIAL SECURITY CARDS	
TOTAL ESSENTIAL SERVICES	$75,393.90
ADMINISTRATION 10%	$ 8,377.10
TOTAL ESSENTIAL SERVICES	$83,771.00
TOTAL RAPID RE-HOUSING RENT & SECURITY DEPOSITS	$ 22,712.00
TOTAL ESSENTIAL SERVICES & RAPID RE-HOUSING	$ 106,483.00
Grand Total	$ 106,483.00

St. Vincent DePaul Mission of Waterbury Inc
Profit & Loss Budget Overview
July 2026 through June 2027

3:59 PM
09/21/2026
Accrual Basis

	Jul '26 - Jun 27
Ordinary Income/Expense	
Income	
41000 · GRANT & FOUNDATION REVENUE	
41001 · GOVERNMENT GRANTS	
41100 · Grant DOH Shelter Grant	874,000.00
41143 · Grant E.S.G. Shelter	84,000.00
41146 · Grant E.S.G. Rapid Rehousing	23,000.00
41163 · Grant EFSP Shelter	0.00
41175 · Commun Devel Birth Certificates	0.00
Total 41001 · GOVERNMENT GRANTS	981,000.00
41400 · FOUNDATION & CORPORATE GRANTS	
41415 · Thomaston Savings Bank	4,250.00
41418 · American Savings Foundation	0.00
41430 · United Way of Greater Waterbury	25,000.00
41453 · Eisenb(Fleishman Charitbl Found	0.00
41459 · Leever Foundation	0.00
41460 · Woodward Foundation	0.00
41462 · Archbishop's Annual Appeal	75,000.00
41465 · Connecticut Community Foundatn	0.00
41467 · Conn. Community Found. WIF	10,000.00
41480 · Elisha Leavenworth Foundation	0.00
41488 · 3M Foundation	0.00
Total 41400 · FOUNDATION & CORPORATE GRANTS	114,250.00
Total 41000 · GRANT & FOUNDATION REVENUE	1,095,250.00
45000 · CONTRIBUTIONS	
45100 · Unrestricted Donations	0.00
45200 · Designated Donations	12,000.00
45300 · Temp Restricted Donations	0.00
45500 · Bequests	0.00
Total 45000 · CONTRIBUTIONS	12,000.00
Total Income	1,107,250.00
Gross Profit	1,107,250.00
Expense	
60000 · PERSONNEL EXPENSE	
60100 · Salaries & Wages	73,067.28
60100.1 · Grant Wages - Direct	734,749.60
60100.2 · Grant Salaries - Indirect	110,521.96
60100.3 · Grant Wages - Overtime	34,296.04
60500 · Payroll Contra Account - Grants	0.00

	Jul '26 - Jun 27
Total 60000 · PERSONNEL EXPENSE	952,634.88
61000 · FRINGE BENEFITS	
60300 · FICA - Employer Expense	
60300.1 · FICA - Direct Labor Grant Expen	56,375.04
60300.2 · FICA - Indirect Labor Grant Exp	8,454.92
60300 · FICA - Employer Expense - Other	8,213.28
Total 60300 · FICA - Employer Expense	73,043.24
60700 · Health Insurance	
60700.1 · Health Ins - Direct Labor Grant	169,359.12
60700.2 · Health Ins - Indirect Labor Gra	20,326.44
60700 · Health Insurance - Other	2,997.54
Total 60700 · Health Insurance	192,683.10
61100 · Staff Education	1,200.00
67866 · 403(b) Employer Match	9,137.00
Total 61000 · FRINGE BENEFITS	276,063.34
63000 · PROFESSIONAL SERVICES	
60900 · Paypro Fees	2,157.00
63010 · Audit Fees	0.00
63020 · Professional Fees - Attorney	630.00
63030 · Contracted Services	0.00
63050 · Computer Expense	7,200.00
Total 63000 · PROFESSIONAL SERVICES	9,987.00
64000 · SPACE OCCUPANCY	
64020 · Water and Sewer	10,276.00
64021 · Gas	13,560.00
64022 · Electricity	14,350.00
64050 · Property Insurance	26,765.79
Total 64000 · SPACE OCCUPANCY	64,951.79
65000 · BUILDING & EQPT MAINTENANCE	
65010 · Repairs & Maintenance - Propert	14,000.00
65035 · Equipment Maintenance	12,000.00
65040 · Snow Plowing	5,000.00
65070 · Rubbish Removal	15,325.38
65090 · Minor Equipment	0.00
Total 65000 · BUILDING & EQPT MAINTENANCE	46,325.38
66000 · AUTO & TRAVEL EXPENSE	
66050 · Auto Lease Payments	14,212.08
66100 · Gasoline & Diesel	2,160.00
66200 · Auto Maintenance & Repairs	850.00
66300 · Auto Other -Mileage,etc	0.00
Total 66000 · AUTO & TRAVEL EXPENSE	17,222.08
67000 · OPERATING EXPENSES	

	Jul '26 - Jun 27
60400 · State Unemployment Benefits	0.00
60950 · Drug/ Physical Exam	2,400.00
67100 · Telephone	11,662.50
67200 · Office Supplies	900.00
67250 · Postage	0.00
67280 · Settlement Fees	0.00
67300 · Equipment Leases	1,848.00
67420 · Miscellaneous Expense	1,100.00
67500 · Employee Expense	0.00
67840 · Display Advertising	0.00
67850 · Classified Advertising	0.00
67856 · Bank Charges	0.00
67860 · Memberships & Dues	0.00
Total 67000 · OPERATING EXPENSES	17,910.50
68000 · CLIENT EXPENSES	
68122 · ESG/ HUD Security Deposit Exp	23,000.00
68200 · Client Support	27,800.00
68220 · Charity	0.00
68250 · Food	0.00
68270 · Distribution Supplies	27,600.00
68300 · Household Supplies	1,200.00
Total 68000 · CLIENT EXPENSES	79,600.00
69000 · OTHER EXPENSE	
69010 · Depreciation Expense	31,174.54
Total 69000 · OTHER EXPENSE	31,174.54
Total Expense	1,495,869.51
Net Ordinary Income	-388,619.51
Net Income	**-388,619.51**

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

Certificate of Coverage

Date: 10/2/2026

Certificate Holder
The Archdiocese of Hartford, CT
Chancery Office
134 Farmington Ave.
Hartford, CT 06105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
ST. VINCENT DE PAUL MISSION OF WATERBURY, INC.
34 WILLOW STREET
WATERBURY, CT 06710

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	500,000
	☒ Occurrence				General Aggregate	1,000,000
	☐ Claims Made	8522	1/1/2026	1/1/2027	Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8522	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					Annual Aggregrate	
	Other				Each Occurrence	
	Sexual Misconduct				Claims Made	1,000,000
		8522	1/1/2026	1/1/2027	Aggregate	1,000,000
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Liability Coverage only extends to the City of Waterbury for claims which directly arise out of St. Vincent DePaul Mission of Waterbury, Inc.'s fulfillment of its obligations as outlined in the Community Development Block Grant Program and Emergency Solutions Grant Program 2026-2027 Agreement for Funding, Year 52, between The City of Waterbury and St. Vincent DePaul Mission of Waterbury, Inc. from October 1, 2026 through September 30, 2027. Liability coverage is $1,000,000 per occurrence combined single limit and includes Counseling Errors & Omissions. Sexual Misconduct Coverage is verified for claims arising out of incidents resulting from the operations of the covered location, its employees or volunteers.

Holder of Certificate

Additional Protected Person(s)

City of Waterbury
235 Grand Street, Room C 29
Waterbury, CT 06702

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Petrarca

0074011044

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 10/1/2026 Charge Credit

Cancellation Date of Endorsement 1/1/2027

Certificate Holder The Archdiocese of Hartford, CT Chancery Office 134 Farmington Ave. Hartford, CT 06105

Location ST. VINCENT DE PAUL MISSION OF WATERBURY, INC. 34 WILLOW STREET WATERBURY, CT 06710

Certificate No. 8522 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Waterbury
235 Grand Street, Room C 29
Waterbury, CT 06702

Remarks:
Liability Coverage only extends to the City of Waterbury for claims which directly arise out of St. Vincent DePaul Mission of Waterbury, Inc.'s fulfillment of its obligations as outlined in the Community Development Block Grant Program and Emergency Solutions Grant Program 2026-2027 Agreement for Funding, Year 52, between The City of Waterbury and St. Vincent DePaul Mission of Waterbury, Inc. from October 1, 2026 through September 30, 2027. Liability coverage is $1,000,000 per occurrence combined single limit and includes Counseling Errors & Omissions. Sexual Misconduct Coverage is verified for claims arising out of incidents resulting from the operations of the covered location, its employees or volunteers.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jim Seguljic	
Cross Insurance - Greenwich 1100 East Putnam Avenue Riverside CT 06878	PHONE (A/C, No, Ext): (203) 637-1006	FAX (A/C, No): (203) 637-9671
	E-MAIL ADDRESS: james.seguljic@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Workers' Compensation Trust	
INSURED THE HARTFORD ROMAN CATHOLIC DIOCESAN CORPORATION 134 FARMINGTON AVE Hartford CT 06105-3723	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25 WC MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01634 - 01	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,500,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: St. Vincent DePaul Mission of Waterbury, Inc., 34-38 Willow St., Waterbury, CT 06117

CERTIFICATE HOLDER

City of Waterbury
Community Development Program
235 Grand Street
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christine Girardi

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Certificate of Coverage

Date: 12/30/2025

Certificate Holder
The Archdiocese of Hartford, CT
Chancery Office
134 Farmington Ave.
Hartford, CT 06105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
ST. VINCENT DE PAUL MISSION OF WATERBURY, INC.
34 WILLOW STREET
WATERBURY, CT 06710

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	
	☐ Occurrence				General Aggregate	
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8522	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					Annual Aggregrate	
	Other				Each Occurrence	
	Excess Auto Liability				Claims Made	
		8522	1/1/2026	1/1/2027	Aggregate	
					Annual Aggregrate	
					Limit/Coverage	400,000 CSL

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage verified for the following scheduled autos for the term of the certificate. 2026 Chevrolet Equinox, VIN#3GNAXPEG6TL120415, 2024 Chevrolet Trax 1RS, VIN#KL77LGE22RC071671. Excess Auto Liability $400,000 CSL is Excess of Self-Insured $100,000 CSL.

Holder of Certificate

City of Waterbury
Office of Community Development
188 Bank Street
Waterbury, CT 06702

0074010754

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Petrarca

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cross Insurance - Greenwich
1100 East Putnam Avenue
Riverside CT 06878

CONTACT NAME: Jim Seguljic
PHONE (A/C, No, Ext): (203) 637-1006 **FAX (A/C, No):** (203) 637-9671
E-MAIL ADDRESS: james.seguljic@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Workers' Compensation Trust	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
THE HARTFORD ROMAN CATHOLIC DIOCESAN CORPORATION
134 FARMINGTON AVE
Hartford CT 06105-3723

COVERAGES **CERTIFICATE NUMBER:** 26 WC MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		01634 - 02	07/01/2026	07/01/2027	E.L. EACH ACCIDENT	$ 2,500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: St. Vincent DePaul Mission of Waterbury, Inc., 34-38 Willow St., Waterbury, CT 06117

CERTIFICATE HOLDER
City of Waterbury
Community Development Program
235 Grand Street
Waterbury CT 06702

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christine Girardi

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ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 1/1/2026 Charge Credit

Cancellation Date of Endorsement 10/1/2026

Certificate Holder The Archdiocese of Hartford, CT Chancery Office 134 Farmington Ave. Hartford, CT 06105

Location ST. VINCENT DEPAUL MISSION OF WATERBURY, INC., 34 WILLOW STREET WATERBURY, CT 06706

Certificate No. 8522 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Waterbury
Office of Community Development
188 Bank Street
Waterbury, CT 06702

Remarks:
Liability Coverage only extends to the City of Waterbury for claims which directly arise out of St. Vincent DePaul Mission of Waterbury, Inc.'s fulfillment of its obligations as outlined in the Community Development Block Grant Program and Emergency Solutions Grant Program Subrecipient 2025-2026 Agreement Year 51, between The City of Waterbury and St. Vincent DePaul Mission of Waterbury, Inc. from October 1, 2025 through September 30, 2026. Liability coverage is $1,000,000 per occurrence combined single limit and includes Counseling Errors & Omissions. Sexual Misconduct Coverage verified on a claims made basis limited to $1,000,000 per claim/$1,000,000 annual aggregate.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
St Vincent De Paul Misson of Waterbury Inc.

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 - ESG

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/06/2026

Insurance Certificate Term: 01/01/2026 – 01/01/2027

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

Risk Manager or Authorized Designee

Certificate of Coverage

Date: 10/8/2026

Certificate Holder
The Archdiocese of Hartford, CT
Chancery Office
134 Farmington Ave.
Hartford, CT 06105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

REVISED

Covered Location
ST. VINCENT DE PAUL MISSION OF WATERBURY, INC.
34 WILLOW STREET
WATERBURY, CT 06710

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability [X] Occurrence [ ] Claims Made	8522	1/1/2026	1/1/2027	Each Occurrence	500,000
					General Aggregate	1,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8522	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					Annual Aggregrate	
	Other Sexual Misconduct	8522	1/1/2026	1/1/2027	Each Occurrence	
					Claims Made	1,000,000
					Aggregate	1,000,000
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Liability Coverage only extends to the City of Waterbury for claims which directly arise out of St. Vincent DePaul Mission of Waterbury, Inc.'s fulfillment of its obligations as outlined in the Community Development Block Grant Program and Emergency Solutions Grant Program 2026-2027 Agreement for Funding, Year 52, between The City of Waterbury and St. Vincent DePaul Mission of Waterbury, Inc. from October 1, 2026 through September 30, 2027. Liability coverage is $1,000,000 per occurrence combined single limit and includes Counseling Errors & Omissions. Sexual Misconduct Coverage is verified for claims arising out of incidents resulting from the operations of the covered location, its employees or volunteers.

Holder of Certificate

Additional Protected Person(s)

City of Waterbury
235 Grand Street, Room C 29
Waterbury, CT 06702

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Peterson

0074011044

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 10/1/2026 Charge Credit

Cancellation Date of Endorsement 1/1/2027

Certificate Holder The Archdiocese of Hartford, CT Chancery Office 134 Farmington Ave. Hartford, CT 06105

Location ST. VINCENT DE PAUL MISSION OF WATERBURY, INC. 34 WILLOW STREET WATERBURY, CT 06710

Certificate No. 8522 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Waterbury
235 Grand Street, Room C 29
Waterbury, CT 06702

Remarks:
Liability Coverage only extends to the City of Waterbury for claims which directly arise out of St. Vincent DePaul Mission of Waterbury, Inc.'s fulfillment of its obligations as outlined in the Community Development Block Grant Program and Emergency Solutions Grant Program 2026-2027 Agreement for Funding, Year 52, between The City of Waterbury and St. Vincent DePaul Mission of Waterbury, Inc. from October 1, 2026 through September 30, 2027. Liability coverage is $1,000,000 per occurrence combined single limit and includes Counseling Errors & Omissions. Sexual Misconduct Coverage is verified for claims arising out of incidents resulting from the operations of the covered location, its employees or volunteers.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

ENDORSEMENT

General Conditions
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 10/1/2026 Charge _____ Credit _____

Certificate Holder
The Archdiocese of Hartford, CT
Chancery Office
134 Farmington Ave.
Hartford, CT 06105

Certificate No. 8522 of The Catholic Mutual Relief Society is amended as follows:

WAIVER OF SUBROGATION BETWEEN PROTECTED PARTIES

It is agreed that this Certificate is amended that notwithstanding anything to the contrary in Paragraph 11 of the General Conditions of the Certificate, Right of Recovery, in the event of any payment under this Certificate, we waive our right of recovery against any Additional Protected Person(s) in the Certificate.

Paul A. Petrarca
Authorized Representative

PKS-113 (1-89)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jim Seguljic	
Cross Insurance - Greenwich 1100 East Putnam Avenue Riverside CT 06878	PHONE (A/C, No, Ext): (203) 637-1006	FAX (A/C, No): (203) 637-9871
	E-MAIL ADDRESS: james.seguljic@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Workers' Compensation Trust	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: THE HARTFORD ROMAN CATHOLIC DIOCESAN CORPORATION
134 FARMINGTON AVE
Hartford CT 06105-3723

COVERAGES **CERTIFICATE NUMBER:** 25 WC MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01634 - 01	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,500,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: St. Vincent DePaul Mission of Waterbury, Inc., 34-38 Willow St., Waterbury, CT 06117

CERTIFICATE HOLDER

City of Waterbury
Community Development Program
235 Grand Street
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christine Girardi

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Certificate of Coverage

Date: 12/30/2025

Certificate Holder
The Archdiocese of Hartford, CT
Chancery Office
134 Farmington Ave.
Hartford, CT 06105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
ST. VINCENT DE PAUL MISSION OF WATERBURY, INC.
34 WILLOW STREET
WATERBURY, CT 06710

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	
					General Aggregate	
	☐ Occurrence				Products-Comp/OP Agg	
	☐ Claims Made				Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8522	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					Annual Aggregrate	
	Other Excess Auto Liability	8522	1/1/2026	1/1/2027	Each Occurrence	
					Claims Made	
					Aggregate	
					Annual Aggregrate	
					Limit/Coverage	400,000 CSL

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage verified for the following scheduled autos for the term of the certificate. 2026 Chevrolet Equinox, VIN#3GNAXPEG6TL120415, 2024 Chevrolet Trax 1RS, VIN#KL77LGE22RC071671. Excess Auto Liability $400,000 CSL is Excess of Self-Insured $100,000 CSL.

Holder of Certificate

City of Waterbury
Office of Community Development
188 Bank Street
Waterbury, CT 06702

0074010754

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative Paul A. Peterson

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jim Seguljic	
Cross Insurance - Greenwich 1100 East Putnam Avenue Riverside CT 06878	PHONE (A/C, No, Ext): (203) 637-1006	FAX (A/C, No): (203) 637-9871
	E-MAIL ADDRESS: james.seguljic@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Workers' Compensation Trust	
INSURED THE HARTFORD ROMAN CATHOLIC DIOCESAN CORPORATION 134 FARMINGTON AVE Hartford CT 06105-3723	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26 WC MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01634 - 02	07/01/2026	07/01/2027	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,500,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: St. Vincent DePaul Mission of Waterbury, Inc., 34-38 Willow St., Waterbury, CT 06117

CERTIFICATE HOLDER

City of Waterbury
Community Development Program
235 Grand Street
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christine Girardi

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ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 1/1/2026 Charge Credit

Cancellation Date of Endorsement 10/1/2026

Certificate Holder The Archdiocese of Hartford, CT Chancery Office 134 Farmington Ave. Hartford, CT 06105

Location ST. VINCENT DEPAUL MISSION OF WATERBURY, INC., 34 WILLOW STREET WATERBURY, CT 06706

Certificate No. 8522 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Waterbury
Office of Community Development
188 Bank Street
Waterbury, CT 06702

Remarks:
Liability Coverage only extends to the City of Waterbury for claims which directly arise out of St. Vincent DePaul Mission of Waterbury, Inc.'s fulfillment of its obligations as outlined in the Community Development Block Grant Program and Emergency Solutions Grant Program Subrecipient 2025-2026 Agreement Year 51, between The City of Waterbury and St. Vincent DePaul Mission of Waterbury, Inc. from October 1, 2025 through September 30, 2026. Liability coverage is $1,000,000 per occurrence combined single limit and includes Counseling Errors & Omissions. Sexual Misconduct Coverage verified on a claims made basis limited to $1,000,000 per claim/$1,000,000 annual aggregate.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

Prepared on
8/19/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CDYR52 - ESG
Fund shelter operations and direct financial assistance related to rapid re-housing services.
~ St. Vincent DePaul

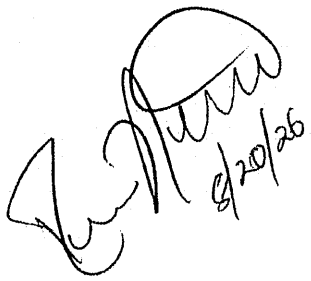
Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and Community Development as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

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

Original, completed Certificates of Insurance must be presented to The City of Waterbury and Community Development prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and Community Development.

General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate



Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - ESG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 - ESG - Fund shelter operations and direct financial assistance related to rapid re-hous

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☑
   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☑
   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: N/A

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Fund shelter operations and direct financial assistance related to rapid re-housing services.

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors

Annual Statement of Financial Interests

Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Waterbury

County of New Haven

Gary Beaulieu, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or Executive Director*** of St. Vincent DePaul Mission of Waterbury, Inc., the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

__X__ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

Gary Beaulieu
Name of Corporate Signatory

34 Willow St. Waterbury, CT 06710
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Executive Director

State of Connecticut)

Waterbury) SS

County of New Haven)

Gary Beaulieu being duly sworn,

deposes and says that he/she is Executive Director of St. Vincent DePaul Mission of Waterbury, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22nd day of Sept 2026

Pamela DeLeon
(Notary Public)

My Commission Expires: 4/30/2028

St. Vincent DePaul Mission of Waterbury, Inc.
Officers, Members, and Directors
MEMBERS and OFFICERS OF THE CORPORATION

President Archbishop Christopher J. Coyne Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491	Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491
Archbishop Appointed Designee **Bishop Juan Miguel Betancourt** **Regional Bishop of the Western Vicariate** **Waterbury & Litchfield County** Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491 bsp.betancourt@aohct.org	Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491
Vice President Richard Braam--Chief Operating Officer Hartford Roman Catholic Diocesan Corporation Archdiocese of Hartford Farmington, CT richard.braam@aohct.org	Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491
Treasurer Gene Munson--Chief Financial Officer Hartford of Roman Catholic Diocesan Corporation 218 Tunnel Rd. Vernon, CT 06066 gene.munson@aohct.org	Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491
Chairman of the Board of Directors Paul Healey 21 Broad View Drive Wallingford, CT 06492 Cell 203-430-0051 healeydd1ct@gmail.com BOD elected 9/21/23—Appointed 10/15/24	Retired CT State Council Executive Secretary Knights of Columbus
Archbishop Appointed Priest **Reverend James M. Sullivan** Basilica of the Immaculate Conception 74 West Main Street Waterbury, CT 06702 203-574-0017 (Res) fatherjimsullivan@gmail.com *3-27-2019*	Rector Basilica of the Immaculate Conception 74 West Main Street Waterbury, CT 06702 203-574-0017

BOARD OF DIERCTORS

President Archbishop Christopher J. Coyne Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491	Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491
Archbishop Appointed Designee **Bishop Juan Miguel Betancourt** **Regional Bishop of the Western Vicariate** **Waterbury & Litchfield County** Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491 bsp.betancourt@aohct.org	Archdiocese of Hartford 467 Bloomfield Ave Bloomfield, CT 06002 860-541-6491
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Chairman of the Board of Directors Paul Healey 21 Broad View Drive Wallingford, CT 06492 Cell 203-430-0051 healeydd1ct@gmail.com BOD elected 9/21/23—Appointed 10/15/24	Retired CT State Council Executive Secretary Knights of Columbus
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Secretary **Dan Ferrucci** 99 Loop Rd Watertown, CT 06795 203-509-1187 (cell) drf562@gmail.com 8/9/21	Webster Bank 145 Bank St., Waterbury, CT 06702 203-509-1187 (cell) drf562@gmail.com
Vice Chairperson **Ms. Isabela Montoya** P.O. Box 1269 Middlebury, CT 06762 203-695-2350 Cell *3-27-2019*	Torrco 100 N. Main Street Waterbury, CT 06702 203-525-8256 imontoya@torrco.com
Scott Allen 336 Edgemark Acres Meriden, CT 06451 Cell-203-232-4130 scallen@post.edu 3/24/21	Post University Senior Vice President 800 Country Club Road Waterbury, CT 06708 203-596-4590
David Kania 407 Holly Hill Lane, Southbury, CT 06488-4686 Home: 203-267-5989 Cell: 203-910-5953 10/11/23	Green Wealth Management Group, LLC 555 Heritage Rd. Southbury, CT 06488 Dkania08@gmail.com
Robert Loiseau 91 Flag Swamp Road Southbury, CT 06488 Cell: 203-592-4132 bobwasacpa@gmail.com 7/22/26	Retired St. Vincent DePaul Mission of Waterbury, Inc. Accountant
David N. Feliu, Esquire 500 Chestnut St. Cheshire, CT 06410 203-808-1777 davidfeliu@sbcglobal.net 9/17/25	Attorney At Law—Solo Practice 182 Grand St Waterbury, CT 06702 Work Phone: 203-574-1111
Jemery Araujo 11 Shweky Court Wallingford, CT 06492 Home and Cell Phone: 203-804-0392 jemery.araujo@gmail.com 9/17/25	Controller/CFO TORRCO 100 N Elm St. Waterbury, CT 06702 Work Phone: 203-465-4233 jaraujo@torrco.com
(EXOFFICO) **Gary Beaulieu** 52 Three Mile Hill Road Middlebury, CT 06762 Cell: 203-558-0347 gmbeaulieu@comcast.net	**Executive Director** St. Vincent DePaul Mission 173 Mark Lane, #6 Waterbury, CT 06704 203-757-9381 st.vincent.de.paul@snet.net

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

St. Vincent DePaul Mission of Waterbury, Inc
(Name of Organization)

Gary Beaulieu 09/22/2026
Signature of Individual (or Authorized Signatory) Date

Gary Beaulieu, Executive Director
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: St. Vincent DePaul Mission of Waterbury, Inc
   34 Willow St.
   Waterbury, CT 06710
2. Print Name and Title of Authorized Representative: Gary Beaulieu, Executive Director
3. Signature of Authorized Representative: 
4. Date: 09/22/2026

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Equal Opportunity

The St. Vincent DePaul Mission of Waterbury, Inc. provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, gender identity/expression, sexual orientation, marital status, religion, age, disability, results of genetic testing, or service in the military.

Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

St. Vincent DePaul Mission of Waterbury expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Executive Director of the corporation. The Corporation will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Executive Director.

Connecticut Fair Employment Practices

The St. Vincent DePaul Mission of Waterbury, Inc. acts in compliance with the CT Fair Employment Practices Act and prohibits practices that discriminate based on race, including ethnic traits historically associated with race, e.g., hair texture and protective hairstyles, such as wigs, headwraps, and hairstyles such as braids, cornrows, locks, twists, Bantu knots, afros, and afro puffs; color, religious creed, age, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, status as a veteran, present or past history of mental disability, intellectual disability, learning disability, or physical disability, including, but not limited to, blindness. This policy applies to all unpaid interns based on the same protected characteristics that apply to employees, including victims of domestic violence.

The Company will not take any form of reprisal against employees who file discrimination complaints.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, St. Vincent DePaul Mission of Waterbury will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result

Employees who may require a reasonable accommodation should contact the Executive Director.

Commitment to Diversity

St. Vincent DePaul Mission of Waterbury is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in corporation policy and the way we do business at St. Vincent DePaul Mission of Waterbury and is an important principle of sound business management.

Civil Law

The Corporation shall follow all applicable Civil laws pertaining to the employment of Corporation personnel. Your employee handbook will cover some civil laws because of their importance and frequency of application in the Corporation.

However, there are numerous laws and regulations that are not mentioned in the employee handbook, but which the Corporation follows.

SEXUAL AND OTHER HARASSMENT

The Corporation is committed to maintaining a work environment free of discrimination. We will not tolerate actions, words, jokes or comments based on an individual's sex, pregnancy, race, ethnic background, age, religion, or any other legally protected characteristic, if such conduct would be offensive to a reasonable person and creates an offensive work environment. Therefore, the Corporation, through responsible management will endeavor to prevent harassment, including but not limited to sexual harassment, from occurring in our workplace.

It is contrary to Corporation policy for anyone to harass sexually another. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
c) Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.
Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at St. Vincent DePaul Mission of Waterbury.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the Executive Director, or any other member of management with whom you feel comfortable bringing such a complaint.

Any individual who is found to have engaged in such harassment will be subjected to disciplinary action, which may include termination.

Individuals who engage in acts of sexual harassment may also be subject to civil and criminal penalties.

Remedies for Sexual Harassment include:

- Cease and desist orders
- Back Pay
- Compensatory Damages

- Hiring, promotion or reinstatement

Employees who believe that they are the victim of impermissible harassment, including sexual harassment, have the right under state and federal law to file a complaint with:

Connecticut Commission on Human Rights and Opportunities
25 Sigourney Street
Hartford, CT 06106
Telephone Number 860-541-3400
TTD Number 860-541-3459
CT Toll Free Number 1-800-477-5737

Connecticut Law requires that a formal written complaint be filed with the Commission within 180 days of the date when the alleged harassment occurred.

SEXUAL MISCONDUCT INVOLVING MINORS OR VULNERABLE ADULTS

Sexual misconduct INVOLVING minors or vulnerable adults by an employee or volunteer of the Corporation violates human dignity, accepted professional standards of conduct.

Corporation procedures implementing this policy shall be responsive to the needs of the victim, the victim's family, community or institution where the incident took place, and the employee or volunteer against whom an allegation is lodged and his or her family.

The Corporation shall follow the Department of Children and Families regulations.

The St. Vincent DePaul Mission's Victims' Assistance Coordinator is responsible for coordinating the program set forth in the misconduct reporting procedures.

All Corporation, employees, and volunteers working for the Corporation will comply fully with the letter and spirit of the process. All personnel shall promptly report allegations of sexual misconduct involving a minor or vulnerable adult to appropriate Corporation personnel.

The employee or volunteer against whom the allegation is lodged is to be notified of the allegation and put on administrative leave with or without pay during the investigation.

If the case is determined to be unfounded, with no violation of Corporation policy, the employee is reinstated without loss of benefits or compensation and the volunteer is reinstated in his or

her work for the Corporation. Efforts will be made to restore the good name of the person about whom a false allegation was lodged.

If it is determined that the case is founded or Corporation policy has been violated, the employee or volunteer will be dismissed and will not be allowed further employment by the Corporation or assignment as a volunteer, in the Corporation.

St. Vincent DePaul
Mission of Waterbury

Drug-Free and Alcohol-Free Workplace

It is the policy of St. Vincent DePaul Mission of Waterbury to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the corporation.

The Corporation recognizes that alcohol and/or drug dependency is an illness requiring appropriate intervention and treatment. Employees with such dependency are, therefore encouraged to seek treatment before a problem interferes with the performance of their job.

Being under the influence of illegal substances, alcohol or other intoxicants while on the job is strictly prohibited. Violation of this policy may result in immediate suspension and/or termination.

The Corporation also reserves the right to remove an employee from the workplace due to adverse behavior suspected to be caused by drugs and/or alcohol. The Corporation also reserves the right to require the employee to present a fitness for duty certification from a physician prior to being allowed to return to the workplace.

The possession and/or sale of an illegal substance during working hours or on the employer's premises will result in immediate suspension and/or termination.

St. Vincent DePaul
Mission of Waterbury

September 22, 2026

City of Waterbury
Community Development Program
188 Bank St.
Waterbury, CT 06702

St. Vincent DePaul Mission of Waterbury, Inc.'s Alcohol and Drug–Free Workplace Policy is included in the "Equal Employment Opportunity Policy-Affirmative Action Program". This "Alcohol and Drug Free Workplace Policy" has been in effect since 1992.

It is posted in the Homeless Shelter and is distributed to all employees at time of hire.

Very Truly Yours,

Gary Beaulieu
Executive Director

E-mail: st.vincent.depaul@snet.net - Website: www.svdpmission.org
P.O. Box 1612 Waterbury, Connecticut 06721- Phone: (203) 754- 0000 - Fax: (203) 756-0865

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/30/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

St. Vincent DePaul Mission of Waterbury
34 Willow St
Waterbury, CT 06702

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
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
(FY 2026 - 2027)
WITH
BRIAN GIBBONS HOMELESS OUTREACH, INC.

THIS SUBRECIPIENT AGREEMENT, effective upon its execution by the Mayor, is by and between the City of Waterbury, a municipal corporation organized and existing under the laws of the State of Connecticut with a principal address of 235 Grand Street, Waterbury, CT 06702 (the "City"), and **Brian Gibbons Homeless Outreach, Inc., of, 60 Waterbury Road Prospect Connecticut 06712** (the "Subrecipient"), duly authorized by vote of its Board of Directors as set forth in a resolution, a copy attached hereto as **APPENDIX A.**

WHEREAS, the City has applied for and received Emergency Solutions Grant (ESG) Program funds from the United States Department of Housing and Urban Development under the McKinney-Vento Homeless Assistance Act (42 USC § 11371 et seq.) (McKinney-Vento Act), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Pub. L. 11122) (HEARTH Act) or otherwise; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. STATEMENT OF THE WORK

1.1. The Subrecipient shall be responsible for administering eligible activities, as defined in, and in accordance with, 24 CFR Part 576, Subpart B, in a manner satisfactory to the City and consistent with any statutory or regulatory standards required as a condition of disbursing these funds to the Subrecipient. Said eligible activities shall include and shall be limited to the following: See **APPENDIX B** for Program Narrative, said Appendix being a material provision of this Agreement.

1.1.1. Matching Funds Certification. The Subrecipient certifies that it shall contribute matching funds in accordance with 2 CFR 200.306 as modified by 24 CFR 576.201, other applicable law, and as may be amended from time to time, and utilize such contributions for the activities identified in **APPENDIX B.** See **APPENDIX E** for the list of matching sources.

1.1.2. Levels of Accomplishment. The Subrecipient shall provide, upon request, levels of program services including, but not limited to, a description of goals to be accomplished, a schedule for the completion of such goals, number of persons to be served, as well as a listing of staff persons and time commitments to be allocated for each activity.

1.1.3. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City, shall constitute material noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, the City shall withhold future payment to the Subrecipient and contract suspension or termination procedures shall be initiated.

2. RECORDS AND REPORTS

2.1. Records to be Maintained. The Subrecipient shall maintain all records (i) required by the Federal regulations specified in 24 CFR Part 576 as may be amended from time to time, as are pertinent to the grants, programs and/or activities to be funded under this Agreement, and (ii) records specified herein. Such records shall include, but not be limited to:

2.1.1. Records providing a full description of each activity undertaken;
2.1.2. Records on matching funds;
2.1.3. Records required to determine the eligibility of activities;
2.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
2.1.5. Records documenting compliance with the fair housing and equal opportunity components of the ESG Program;
2.1.6. Financial records as required by 24 CFR 576.500(u) and 2 CFR 200.302, as may be amended from time to time;
2.1.7. All records necessary to document compliance with 24 CFR 576.500, as may be amended from time to time; and
2.1.8. Direct Benefit Activities Report forwarded to the City on the 10th day of every month for activity in the previous month.

2.2. Retention. In accordance with 24 CFR 576.500(y), other applicable law, and as may be amended from time to time, the Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for nonexpendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for the renovation of an emergency shelter or conversion of a building into an emergency shelter where costs exceed seventy-five (75) percent of the value of the building before renovation or seventy-five (75) percent of the value of the building after conversion must be kept for ten (10) years after the date ESG funds are first obligated for renovation or conversion. Notwithstanding the above, in the event litigation, claims, audits, negotiations or other actions involving any of the records cited is commenced before the expiration of the applicable five (5) year period, such records shall be retained until completion of the actions and resolution of all issues pertaining thereto, or until expiration of the applicable five (5) year period, whichever occurs later.

2.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City upon request. See **APPENDIX C** for low/moderate income guidelines.

2.4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and that the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service or, in the case of a minor, from a responsible parent or guardian or as otherwise required by applicable law.

2.5. Close-Outs. The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with the procedures detailed in 2 CFR 200.344, other applicable law, and as may be amended from time to time. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets to the City (including the return of all unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records.

2.6. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and/or the Comptroller General of the United States or any of their designees or authorized representatives, at any time during normal business hours, as often as the City, HUD and/or the Comptroller General of the United States deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

2.6.1. Pursuant to and in accordance with 2 CFR 200.501, if the Subrecipient expends a total of One Million Dollars ($1,000,000.00) or more in federal grant awards during its fiscal year, the Subrecipient hereby agrees to have an audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient also agrees to submit a copy of this audit to the federal repository designated by the OMB as required by 2 CFR 200.512 and to the City within the earlier of thirty (30) days of receipt of the auditor's report or nine (9) months after the end of the audit period.

2.6.2. Any deficiencies noted in any audit report(s) shall be fully cleared and remedied by the Subrecipient within thirty (30) calendar days of the City's receipt of such audit report.

2.6.3. Failure of the Subrecipient to comply with this Subsection 2.6 shall be deemed a material breach of this Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures. The Subrecipient agrees to complete the Expected Expenditure Statement and provide a current IRS Tax Exempt Letter attached hereto as **APPENDIX D**, said Appendix being a material provision of this Agreement.

2.7. Financial Statements. Subrecipient shall, upon request, provide the City with audited financial statements for the most recent tax year prior to the Start Date (as defined in Section 7.1 of this Agreement), if applicable.

2.8. Employee Verification. All Subrecipient records with respect to Subrecipient employees, including, but not limited to (i) time sheets, (ii) payroll, (iii) cancelled checks, and (iv) any other documents relevant to employee verification as needed, shall be made available to the City at any time during normal City business hours. The City shall be entitled to interview Subrecipient employees to verify employment information at any time during the Subrecipient's normal business hours as often as the City deems necessary.

3. PROGRAM INCOME

3.1. Program Income. The Subrecipient shall report to the City monthly, all Program Income, if any, as defined in 2 CFR 200.1 and generated by activities carried out with ESG funds made available under this Agreement. All Program Income generated shall be promptly returned to the City unless the retention and/or use of such Program Income for additional eligible activities has received the prior written approval of the City. If the use of Program Income is approved by the City, the Subrecipient must use such Program Income by the Completion Date (as defined in Section 7 of this Agreement) for eligible activities permitted under this Agreement and shall reduce requests for additional ESG funds and payments by the amount of any such Program Income balances on hand. All unused Program Income shall be returned to the City on the Completion Date or earlier termination.

3.2. Counts Toward Matching. Costs paid by Program Income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

3.3. Direct Benefit Activities Report. The Subrecipient shall submit Direct Benefit Activities Reports (DBAR), on a form provided by the City, by the 10th of each month for the cumulative, unduplicated clients served through the prior calendar month. The first report is due in November, listing October clients, and reporting shall continue monthly for an entire year regardless of when during such year funding is exhausted.

4. OTHER FEDERAL REQUIREMENTS

4.1. Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 576 except that:

4.1.1. Subrecipient does not assume the City's environmental review described in 24 CFR 576.407; and

4.1.2. The Subrecipient does not assume responsibility for initiating the review process under the provisions of 24 CFR Part 52; and

4.1.3. The following provisions of the Davis-Bacon Act do not apply to the ESG program: 40 USC §§ 3141–3144, 3146, and 3147.

4.2. Violence Against Women Act (VAWA). Subrecipient shall carry out each activity in compliance with 24 CFR 576.409, as amended and reauthorized.

4.3. HMIS. The Subrecipient agrees to participate in the local HMIS in accordance with 24 CFR 576.400(f), as may be amended from time to time, as required by and in accordance with HUD's standards on participation, data collection, and reporting. If the Subrecipient is a domestic violence service provider under VAWA, or a legal service provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4.4. Centralized or Coordinated Assessment. The Subrecipient shall maintain records evidencing the use of, and written intake procedures for, the Coordinated Assessment System developed by the Continuum of Care (CoC) in accordance with the requirements established by HUD and 24 CFR 576.400(d), as may be amended from time to time.

4.5. Written Standards. The Subrecipient shall comply with 24 CFR 576.400(e) and the written standards for providing Emergency Solutions Grant (ESG) assistance as described in the Grantees most recent Consolidated Plan. Programs carried out under ESG funding shall be consistent with these standards.

4.6. Coordination with Other Targeted Homeless Services. The Subrecipient shall comply with 24 CFR 576.400(b), as may be amended from time to time, and coordinate and integrate, to the maximum extent practicable, ESG funded activities with other programs (including but limited to those listed in 24 CFR 576.400(b)(1)-(19)) targeted to homeless people in the area covered by CoC or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.

4.7. System and Program Coordination with Mainstream Services. The Subrecipient shall comply with 24 CFR 576.400(c), as may be amended from time to time, and coordinate and integrate, to the maximum extent possible, ESG Funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible, including but not limited to the activities listed in 24 CFR 576.400(c)(1)-(10), as may be amended from time to time.

4.8. Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations. Notwithstanding any contrary requirement under the McKinney-Vento Homeless Assistance Act or 24 CFR 576, as may be amended from time to time, Subrecipient agrees it shall not require youth aged 24 and under who seek assistance (including shelter, services or rental assistance) to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2, as may be amended from time to time, as a condition for receiving assistance. Subrecipient further agrees that any unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for the purpose of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

4.9. Build America, Buy America (BABA) Infrastructure Projects. The Subrecipient agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.9.1. Subcontract Provisions. The Subrecipient shall include the provisions of Section 4.9 of this Agreement (BABA) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

5. SUSPENSION AND TERMINATION

5.1. In accordance with 2 CFR 200.339, other applicable law, and as may be amended from time to time, and/or as set out below, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, which include but are not limited to, the following:

5.1.1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

5.1.2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

5.1.3. Ineffective or improper use of funds under this Agreement; or

5.1.4. Submission by the Subrecipient to the Grantee reports that are incorrect or

incomplete in any material respect.

5.2. In accordance with OMB guidelines at 2 CFR 180 implementing Presidential Executive Orders 12549 and 12689, Subrecipient represents that it is not listed, and shall immediately notify the City should it become listed, on the government-wide exclusions in the System for Award Management and shall not contract with any excluded entity.

5.3. Termination

5.3.1. Termination of Agreement for Cause. If, through any cause, in part or in full, the fault of the Subrecipient, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient 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 from the City to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Under such circumstances, the City shall have the right to assume, at their option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may, in its judgment, deem expedient.

5.3.2. In the event the City terminates this Agreement for cause, the Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient and shall relinquish to the City any applicable interest, title and ownership, including, but not limited to, perpetual use of any proprietary rights, in and to the documents, data, studies, reports, specifications, deliverables, etc., properly invoiced and paid for by the City (except to the extent such invoiced amount is disputed), if applicable. Further, with regard to third party products, the Subrecipient shall transfer all licenses to the City that the Subrecipient is permitted to transfer in accordance with the applicable third-party license.

5.3.3. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by setoff until such time as the exact amount of damages due the City from the Subrecipient is determined and may, in addition to other remedies provided by law, declare the Subrecipient ineligible for any further participation in contract with the City. The Subrecipient shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.

5.3.3.1. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.4. 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 Subrecipient. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.4.1. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.4.2. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.5. Termination for Non-Appropriation or Lack of Funding. The Subrecipient acknowledges this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Subrecipient, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in

part, 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 such termination from the City to the Subrecipient.

5.3.5.1. If this Agreement is terminated by the City as provided herein, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.5.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.5.3. If funding is reduced by law, or if funds to pay the Subrecipient for the agreed to level of the products, services and functions to be provided by the Subrecipient under this Agreement are not appropriated, authorized or otherwise made available by law or by the City and/or its Federal funding source, the City may, upon seven (7) business days written notice to the Subrecipient from the City, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect and the charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services and/or functions.

5.3.5.4. In no event shall the City be obligated to pay or otherwise compensate the Subrecipient for any lost or expected future profits.

5.3.6. Termination by the Subrecipient. The Subrecipient may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Subrecipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

5.3.6.1. In the event of such termination, the Subrecipient will be paid for services covered by this Agreement actually performed by the Subrecipient to the date of termination, less payments of compensation previously made, if applicable, and Subrecipient shall return to the City any unused materials, equipment, property, unspent cash advances, program income balances and accounts receivable, etc. provided to and/or in the possession of Subrecipient.

5.3.6.2. Further, the City shall pay the Subrecipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date, if applicable, and the Subrecipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc.

5.3.7. Suspension. In the event there is probable cause to believe the Subrecipient is in noncompliance with any term, condition or provision of this Agreement or any applicable rule or regulation, the City may suspend disbursement of contract funds on any payments until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. REVERSION OF ASSETS

6.1. Upon the expiration of this Agreement by termination or otherwise, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration, any accounts receivable attributable to the use of ESG funds and any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds (including ESG funds provided to the Subrecipient in the form of a loan).

7. TIME OF PERFORMANCE

7.1. Services of the Subrecipient shall start on the 1st day of October 2026 ("Start Date") and end no later than the 30th day of September 2027 ("Completion Date"). Total funding must be expended by no later than September 30, 2027 and no rollovers are permitted. All ESG funds must be expended within 24 months. There are no provisions to extend this deadline

and HUD may recover any grant funds that are not expended by this date.

8. BUDGET

8.1. See **APPENDIX E** for Program Component and Subrecipient Budget, said Appendix being a material provision of this Agreement. Any amendments to the Budget must be submitted in writing and approved by the City.

9. PAYMENT

9.1. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments herein. Payments will be made only for eligible expenses actually incurred by the Subrecipient and shall not to exceed the contract payment amount set forth in this Section 9 of this Agreement. Payments will be adjusted by the City in accordance with program income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate ESG funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

9.2. It is hereby expressly agreed that the total amount to be paid by the City to the Subrecipient under this Agreement shall not exceed Twenty-Nine Thousand Seven Hundred and Ten Dollars ($29,710.00) Request(s) for reimbursement of eligible expenses shall be made against the line item budgets and in accordance with allowable allocations by ESG program components, specified in **APPENDIX E**, as referenced in Section 8 above, and shall be in accordance with permissible documented costs. All bills shall be submitted by Subrecipient to the City monthly, if possible, but not less than once during each quarter of the program year. Any bill not so submitted shall not be reimbursed and shall be void.

9.3. The Subrecipient shall minimize the amount of time lapsing between the receipt of ESG funds and their disbursement per 2 CFR 200.305 and the Treasury Regulations at 31 CFR Part 205, other applicable law, and as may be amended from time to time.

9.4. Payments of eligible expenses may be contingent upon certification of the Subrecipient's financial management system standards set forth in 2 CFR 200.302 and in accordance with 2 CFR 200.334-337, other applicable law, and as may be amended from time to time.

9.5. The reimbursement procedure is as follows:

9.5.1. Unless otherwise approved by the City, invoices must be paid by the Subrecipient before submission for reimbursement.

9.5.2. Two copies of each invoice are required. The copies must set forth the Subrecipient's check number, check date and check amount, evidencing payment of the invoice, unless otherwise approved in writing by the City.

9.5.3. In addition to the requirements set forth in Section 9.5.2, the Subrecipient shall provide the City, upon request, a copy of original bank statement(s), cancelled check(s), purchase receipt(s), etc. providing evidence of the disbursement of funds for which reimbursement was sought.

9.5.4. Payments by the City will be made upon satisfactory completion of the above-mentioned reimbursement procedure. The City shall be the sole judge as to whether such completion is satisfactory.

10. NOTICES

10.1. Communication and details concerning this Agreement shall be sent by fax and by certified mail, return receipt requested, and shall be directed to the following contract representatives:

CITY OF WATERBURY:

Michael LeBlanc
Finance Director
City of Waterbury
235 Grand Street, Room
Waterbury, CT 06702
Phone: 203-574-6848

SUBRECIPIENT:

_____
_____
_____
_____
_____
Phone_____
Email_____

11. INSURANCE

11.1. Prior to the effective date of this Agreement, the Subrecipient shall have obtained all insurance protecting the City as required under this section or as contained in **APPENDIX F** and shall have obtained the City's approval of such insurance.

11.2. The Subrecipient shall require any subcontractor that provides services under this contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Subrecipient.

11.3. The Subrecipient shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

11.4. 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.

11.5. Original, completed Certificates of Insurance must be presented to The City of Waterbury prior to contract issuance. The Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

11.6. The Subrecipient shall secure and maintain, for the duration of this Agreement, and 11.4 where applicable, including any amendments hereto, the following coverage at no cost to the City:

11.6.1. Commercial General Liability Insurance: Commercial General Liability Insurance providing for a per Occurrence limit of One Million Dollars ($1,000,000.00) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Subrecipient; and advertising and personal injury (PI) liability; and a total (or Aggregate) limit of Two Million Dollars ($2,000,000.00).

11.6.2. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Subrecipient in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars ($1,000,000.00) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

11.6.3. Workers Compensation Coverage: Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Subrecipient's service under this Agreement, including any amendments hereto. Employer Liability (EL), $1,000,000.00 EL each accident.

11.6.4. Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate.

11.6.5. Professional Liability/Errors and Omissions Insurance: Professional Liability/Errors and Omissions Liability Insurance covering the acts, errors and/or omissions of any professional if applicable, in the amount of at least One Million Dollars ($1,000,000.00) per Claim (or per Occurrence if an Occurrence Based policy) and $1,000,000.00 Aggregate Limits.

11.6.6. Abuse and Molestation Liability Insurance: Abuse and Molestation Liability Insurance is required when funding pursuant to this Agreement is for any of the following types of activities: (1) Counseling programs or programs that include counseling

(especially one-to-one counseling) including substance abuse; (2) Group Homes (or facilities with overnight stays allowed and not with a transient population); and (3) Child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). This coverage may be provided as a General Liability coverage or provided as a stand-alone coverage and must be shown on the Certificate of Insurance. The limits for such insurance shall be $1,000,000 per Occurrence and $1,000,000 Aggregate per Occurrence and $1,000,000 per Claim and $1,000,000 Aggregate for Claims Made Policies. If such insurance is provided on a Claims-Made policy basis, a Retroactive Date shall be provided on the Certificate of Insurance, which Retroactive Date shall be no later than the inception date of this Agreement.

11.6.7. Certificates of Insurance: The Subrecipient shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk."

11.6.7.1. The certificates shall be subject to approval by the City. The Subrecipient shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the City, 235 Grand Street, Room C 29, Waterbury, CT 06702, and a copy to the City, Corporation Counsel's Office, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

11.6.8. The Subrecipient shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.

11.6.9. Failure to Maintain Insurance. In the event the Subrecipient fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Subrecipient's invoices for the cost of said insurance.

11.6.10. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Section 11 and/or **APPENDIX F** unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

12. GENERAL CONDITIONS

12.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the Housing and Urban Development regulations) concerning the Emergency Solutions Grants (ESG) Program, as may be amended from time to time. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, the Subrecipient also agrees to comply with all applicable Federal, State and Municipal laws and regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

12.2. Homeless Participation. The Subrecipient shall provide for the participation of homeless or formerly homeless individuals in its board of directors or other equivalent policymaking entity in accordance with 42 USC § 11375(d) and 24 CFR 576.405, as may be amended from time to time, and, further, shall involve homeless individuals and families in providing work or services pertaining to facilities or activities assisted under this Agreement in accordance with 42 USC § 11375(c) as applicable and as may be amended from time to time.

12.3. Outcome Performance Measurement. The Subrecipient shall establish the proposed outcome(s) of the activity for which it has been granted funding under this Agreement and the performance measure(s) to be applied to determine the degree of success. Further, the Subrecipient shall monitor the activity throughout the year and report the actual outcome(s) to the City. The Subrecipient shall also provide the City with all relevant data and assistance required to enable the City to identify the proposed outcome(s), performance measure(s) and actual outcome(s) to be reported to HUD, via the IDIS system. The purpose of this paragraph is to cause and insure compliance with HUD's required Outcome Performance Measurement System, as explained in 71 FR 11470--73 (Docket No. FR-4970-N-02).

12.4. Independent Contractor. It is the express intention of the City and Subrecipient, and Subrecipient hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) Subrecipient retains hereunder is/are not and shall not be deemed employees of the City , but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City and Subrecipient or between the City and any third party(ies) or subcontractor(s).

12.4.1. Thus, Subrecipient hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, FICA deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

12.5. City Recognition. The Subrecipient shall ensure recognition of the role of the City, in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to their Federal and City funding source. In addition, the Subrecipient will include a reference to the Federal and, City support provided herein in all publications made possible with funds made available under this Agreement.

12.6. Amendments. The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both parties hereto and in compliance with federal regulatory requirements and the City's Charter and Code of Ordinances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. The specific application of funds approved by the City, for distribution to Subrecipient may be changed by agreement of the Subrecipient and the City, provided such change qualifies as an eligible expenditure, but any additional funds required by the Subrecipient for an approved project must receive proper authorization from the City.

13. INDEMNIFICATION AND HOLD HARMLESS

13.1. The Subrecipient 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 Subrecipient, 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) any enforcement action or any claim for breach of the Subrecipient 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.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Subrecipient or any employee of the Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The Subrecipient understands and agrees that any insurance required by this Contract, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

13.4. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Subrecipient, 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.

13.5. Royalties and Patents. The Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient and as to any award made thereunder.

13.6. In the event this Contract and/or the Subrecipient'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 Subrecipient 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 Subrecipient, or its subcontractor, omission or commission.

14. ADMINISTRATIVE REQUIREMENTS

14.1. Financial Management, Cost Principles and Audit Requirements. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 as modified by 24 CFR 576.407(c), other applicable law, and as may be amended from time to time; and 2 CFR Part 230, as may be amended from time to time, applying to nonprofit organizations that are not educational institutions.

14.2. Procurement

14.2.1. Compliance. The Subrecipient shall complete and provide all documents as set forth in **APPENDIX G** and shall comply with all current City procurement and purchasing provisions and Federal Procurement Standards set forth in 2 CFR 200.318–200.326 concerning the purchase of equipment, commodities and/or services and shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (property, equipment, etc.) shall revert to and shall be deemed the property of the City upon termination of this Agreement.

14.2.2. City Requirements. In accordance with Chapter 38 of the City's Ordinance, entitled "Centralized Procurement System," as may be amended from time to time; any work or item less than $2,500 may be awarded on the basis of a single bid. Small purchases between $2,500 and $9,999 shall be awarded based upon three (3) written price alternatives as solicited by the City. To purchase a commodity or service that exceeds $10,000, a written Invitation to Bid/Request for Proposal needs to be publicly advertised by the City for at least ten (10) calendar days.

14.2.3. OMB Standards. In addition to all applicable current City Charter and Code of Ordinance procurement and purchasing provisions, as they may be amended from time to time, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318–200.326, and shall subsequently follow the Property Standards set forth in 2 CFR 200.310-316 as modified by 24 CFR 576.407, covering utilization and disposal of property.

14.2.4. Travel. The Subrecipient shall obtain prior written approval from the City on behalf of the City for any travel outside the City, which travel is paid for with any grant funds provided under this Agreement.

15. ETHICS

15.1. Charge, Acknowledgments, Notice, and Representations. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the goods, services, 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:

15.1.1. 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.

15.1.2. 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.

15.1.3. 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.

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

15.1.5. 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 thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

15.1.6. 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 15.1.6, 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 5.1.6 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.

15.1.7. 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 property and real property as required by the State of Connecticut General Statutes. Any violation of this Subsection 15.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

15.1.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing Subsections 15.1.1 through 15.1.7.

15.1.9. The Subrecipient 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 39 titled "Ethics and Conflict of Interest," of said Code as it may be amended from time to time.

15.1.10. The Subrecipient hereby acknowledges obtaining a copy of the Chapters 38 and 39 of City's Ordinances regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts of Interest"].

15.1.11. The Subrecipient 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.

15.1.12. Every Person, as Person is defined in Section of 38 of the City's Code of Ordinances, 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.

15.1.13. 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.

15.1.14. Prohibition Against Contingency Fees. The Subrecipient 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.

15.1.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Subrecipient set forth in Section 9 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Subrecipient 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.

16. DISPLACEMENT and RELOCATION

16.1. If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 576.408. The Subrecipient shall provide relocation assistance to persons (families, individuals businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESGassisted project. The Subrecipient also agrees to comply with applicable State law and City ordinances, resolutions and policies concerning the displacement of persons from their residences. The Subrecipient further hereby covenants to comply with Chapter 93 of the City's Code of Ordinances, as may be amended from time to time, entitled "Discriminatory Practices"; and Title 31 of the Connecticut General Statutes.

17. PERSONNEL AND PARTICIPANT CONDITIONS

17.1. Civil Rights

17.1.1. Compliance. The Subrecipient agrees to comply with all Federal, State and Municipal civil rights laws, regulations, and ordinances, as may be amended from time to time, including but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d–2000d-7) Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 USC §§ 5304(b), 5309); Section

504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 794–794g); the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 or otherwise (42 USC §§ 12101–12213); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101–6107); Presidential Executive Order 11063, and Presidential Executive Orders 11375, 12107, and 12086; Title 46a of the Connecticut General Statutes; and Chapter 93 of the City's Code of Ordinances.

17.1.2. Nondiscrimination. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, gender identity, learning disability, mental or physical disability, age, marital/familial status, sexual orientation or status with regard to public assistance. The Subrecipient shall ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d–2000d-7). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the grants and programs provided for herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

17.1.4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Upon request, the City shall provide the Subrecipient with any Federal guidelines necessary for compliance with the aforementioned regulations during the term of this Agreement.

17.2. Equal Opportunity.

17.2.1. Women and Minority Owned Business Enterprises. The Subrecipient will use its best efforts to afford minority and womenowned business enterprises the maximum practicable opportunity to participate in the grants and programs, which are the subject of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are AfroAmericans, Spanishspeaking, Spanishsurnamed or Spanishheritage Americans, AsianAmericans and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female-owned businesses in lieu of an independent investigation.

17.2.2. Access to Records. The Subrecipient shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by, the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

17.2.3. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.2.4. Equal Employment Opportunity (EEO) Statement. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the

Subrecipient; state that it is an Equal Opportunity employer.

17.2.5. Subcontract Provisions. The Subrecipient shall include the provisions of Paragraphs 17.1 and 17.2 (Civil Rights and Equal Employment Opportunity, respectively), herein, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

17.3. Employment Restrictions

17.3.1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the grants and/or programs provided herein for political, sectarian, religious, lobbying, political patronage and/or nepotism activities.

17.3.2. Conformance with Labor Standards: Federal, State and Other Jurisdictional Requirements. Notwithstanding any reference in this Agreement to any local, state, or federal code, regulation, statute, or ordinance, by executing this Agreement, the Subrecipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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, as they may be amended from time to time, of all government authorities applicable to performance by the Subrecipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: Equal Employment Opportunity Act (42 USC §§ 2000e-2000e-8, 5 USC § 5108); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3 as amended, 18 USC § 874 et seq.); Davis-Bacon Act of 1931 (40 USC §§ 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, as amended 40 USC § 276a et seq.) and with the exception of the provisions stated in Section 4.1.3. of this Agreement; Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR Part 5); the Housing and Community Development Act of 1974 (42 USC §§ 5301-5322), as amended; Title 31 of the Connecticut General Statutes; The Fair Labor Standards Act of 1938, as amended (29 USC § 201, et seq.); and The U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, the provisions of which are attached hereto as **APPENDIX H**, and made part of this Contract. The U.S. Department of Housing and Urban Development requirement of a Drug-Free Workplace Policy and Letter of Drug Enforcement attached hereto and made a part of this Agreement as set forth in **APPENDIX H**. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part of this Contract. The Subrecipient further agrees to include this paragraph and the attached U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions to all subcontracts executed by subcontractors pertaining to work to be performed under this Agreement.

17.3.2.1. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of Section 17.3 of this Agreement. Such documentation shall be made available to the City for review upon request.

17.3.3. Section 3 Clause.

17.3.3.1. Compliance. To the extent required therein, compliance with the provisions of "Section 3" regulations set forth in 24 CFR 75 and all applicable rules and orders issued thereunder prior to or effective on the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients or subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

17.3.3.2. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

17.3.3.2.1. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the area in which the project is located."

17.3.3.3. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of leadbased paint hazards), housing construction, or other public construction projects are given to low- and very low- income persons residing within the area in which the ESG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of leadbased paint hazards), housing construction, or other public construction project, to business concerns that provide economic opportunities for low and very low income persons residing within the area in which the ESGfunded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

17.3.3.4. The Subrecipient hereby certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

17.3.3.5. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

17.3.3.6. Subcontracts: The Subrecipient will include this Section 3 clause as set forth in Subsection 17.3.2.2.1 herein, in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

17.3.3.7. Conduct.

17.3.3.7.1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17.3.3.7.2. Subcontracts.

17.3.3.7.2.1. **Approvals.** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the City prior to execution of such agreement.

17.3.3.7.2.2. **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis, but not less than once a week, to assure contract compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

17.3.3.7.2.3. **Content.** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

17.3.3.7.2.4. **Selection Process.** The Subrecipient shall undertake to ensure that all subcontracts under this Agreement shall be awarded based on the provisions of Subsection 14.2. herein. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

17.3.3.7.2.5. **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5, Chapter 15 of the United States Code.

17.3.3.7.2.6. **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR Part 576.404 as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City or of any designated public agencies or Subrecipients, which are receiving funds under the ESG Entitlement program.

17.3.3.7.3. Lobbying. The Subrecipient hereby certifies that:

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

17.3.3.7.3.2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard FormLLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

17.3.3.7.3.3. It will require that the language of Subsection 17.3.2.7.2.6 of this certification be included in the award of documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

17.3.3.7.3.4. **Lobbying Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as may be amended from time to time. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

17.3.3.7.4. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or HUD reserves the right to royaltyfree, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

17.3.3.7.5. Religious Organization. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction or proselytization as part of said program or services. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants. The Subrecipient shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. If the Subrecipient is a religious organization, it retains its independence from Federal, State and Local governments, and may continue to carry out its mission, including the definition, practice, and expression of religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities. The Subrecipient agrees that rehabilitation of structures by the religious organization in connection with the program must be in sound accord with the provisions under 24 CFR 576.406, other applicable law, and as may be amended from time to time.

18. ENVIRONMENTAL CONCERNS

18.1. The Subrecipient agrees to comply with environmental laws and regulations, including but not limited to, the following:

18.1.1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

18.1.1.1. *The Clean Air Act*, as amended (42 USC § 7401 et seq.).

18.1.1.2. *The Federal Water Pollution Control Act*, as amended, 33 USC § 1251, et seq., as amended, 33 USC § 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified therein, and all regulations and guidelines issued thereunder.

18.1.1.3. *Environmental Protection Agency (EPA) regulations* pursuant to 40 CFR, Part 50, as amended.

18.1.2. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001 et seq.), as may be amended from time to time, the Subrecipient shall assure that for all activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). The City shall be provided a copy of this insurance policy.

18.1.3. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as may be amended from time to time. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under age seven (7). This notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

18.1.4. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (54 USC § 100101), as may be amended from time to time, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended from time to time, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State

Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

18.1.5. Energy Star. All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

19. MISCELLANEOUS

19.1. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

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

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

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

19.3. Federal Award Information. See **APPENDIX I** for Federal Award Information, consistent with the requirements of 2 CFR 200.332, as may be amended from time to time, said Appendix being a material provision of this Agreement.

[Signature Page Follows]

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

CITY OF WATERBURY

_____

Paul K. Pernerewski, Jr.
Mayor

_____
(Date)

SUBRECIPIENT

Joshua Rayer, Owner

(Sign Name)

Executive Director

(Title)

Brian Gibbons Homeless Outreach Inc

Brian Gibbons Homeless Outreach

9/17/26

(Date)

Rev. October 2023

BRIAN GIBBONS
Homeless Outreach

BGHO Board and Executive Staff

- Father Joe Donnelly- President- jtd422@gmail.com-860-628-1966
- Joshua Royer- ED- joshua@briangibbonshomelessoutreach.com 475-295-1887
- Jennifer Enger- Treasurer- jen@briangibbonshomelessoutreach.com 203-525-7567– 201 S Georges Hill Rd Southburth CT 06488
- Marylou Cunningham-Secretery-MCunningham@ionbank.com- Secretary--203-233-6067- 24 Walnut St Cheshire CT 06410
- Susan Gibbons- Board Member-susan-gibbons@comcast.net 203-237-4524 1 valley ln Prospect CT 06712
- Jim Lawlor- Board Member- 203-577-9755
- Marissa Frois-Board Member 203-910-2905
- Joshua Vaughn- Board Member- 203-819-3662
- Fran De Blasio- Ex-officiar- fdeblasio2@gmail.com 203-217-0589– 26 Osprey Dr Seymour CT 06483
- Rick Povilaitis - Founder/ Consultant-203-525-3724

BRIAN GIBBONS
Homeless Outreach

The Brian Gibbons Homeless Outreach program serves as a critical component of the homeless response system, providing intensive street outreach to high-acuity unsheltered individuals experiencing chronic homelessness and significant barriers to stability. Our role within the system is to act as a vital bridge between the unsheltered population and the broader housing and service network, ensuring individuals who are often disconnected from traditional systems receive sustained support, engagement, and pathways to housing.

Our program specializes in serving individuals experiencing the highest levels of vulnerability, including those facing severe mental health challenges, substance use disorders, chronic medical conditions, and long histories of homelessness. Through an engagement-first model, our team prioritizes relationship-building, trust, and consistency to support individuals who may have experienced repeated system failures or disengagement from care.

What sets Brian Gibbons Homeless Outreach apart is our willingness to take on the most complex cases while maintaining a deeply embedded, field-based clinical approach. The program is led by a licensed clinical social worker (LCSW) director who remains actively engaged in outreach efforts in the field, providing direct clinical support, crisis intervention, and behavioral health expertise alongside outreach staff. This model strengthens care coordination and increases successful engagement with individuals who are often disconnected from traditional systems.

Our program philosophy is rooted in persistence, dignity, and accountability to outcomes. We do not discharge individuals prematurely or close cases without a stable resolution. While permanent housing remains the primary goal, alternative successful outcomes may include placement into long-term treatment, medical stabilization, or other safe and supportive environments that improve overall safety and quality of life. We believe consistency and trust drive engagement, particularly among individuals with significant trauma histories and longstanding distrust of systems.

Above all, our commitment remains clear: no discharge without a stable outcome.

Brian Gibbons Homeless Outreach

CONTRACT APPENDIX LIST CD YR 52

- ☐ **Appendix A**
  - ☐ Resolution of The Sub-Recipient's Board of Directors
- ☑ **Appendix B:**
  - ☑ Sub-Recipient Program Narrative
- ☐ **Appendix C**
  - ☐ Low/Moderate Income Guidelines
- ☑ **Appendix D**
  - ☐ Expected Expenditure Statement
  - ☐ IRS Tax Exempt Status Letter
- ☑ **Appendix E**
  - ☑ Sub-Recipient Budget
- ☑ **Appendix F**
  - ☐ Sub-recipient Insurance Certificates
  - ☑ City Risk Manager Approval of Insurance
- ☑ **Appendix G**
  - ☑ Disclosure and Certification Affidavit with List of Board of Directors
  - ☑ Annual Statement of Financial Interests
  - ☐ Debarment Certification
- ☑ **Appendix H**
  - ☑ Federal Fair Labor Standards Provision
  - ☑ Affirmative Action Program
  - ☑ Letter of Drug Enforcement
  - ☑ Drug Free Workplace Policy

- ☑ **Additional Compliance Requirements**
  - ☑ Board of Alderman Annual Plan Approval
  - ☑ Grantee Tax Clearance(s)

APPENDIX A

Resolution of the Sub-Recipient's Board of Directors

CORPORATE RESOLUTION

I, Maylon Cunningham, hereby certify that I am the duly elected and acting Secretary of Brian Gibbons Homeless Outreach, Inc, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 17 day of September, 2026.

"It is hereby resolved that Joshua Riyer is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Brian Gibbons Homeless Outreach Inc corporation this 17 day of September, 2026.

Secretary

APPENDIX B

Sub-Recipient Program Narrative

BRIAN GIBBONS
Homeless Outreach

Brian Gibbons Homeless Outreach (BGHO) provides low-barrier, housing-focused street outreach to individuals and families experiencing unsheltered homelessness throughout Greater Waterbury. Staff meet people where they are, including encampments, vehicles, and other places not meant for human habitation, and provide consistent, person-centered support focused on safety, engagement, and housing stability.

Services include intensive street case management, crisis intervention, housing navigation, coordinated entry, connection to treatment and benefits, counseling, transportation assistance, and emergency housing placement when funding is available. Staff also help address immediate barriers to housing by assisting with identification, applications, income, public benefits, and other essential needs.

BGHO maintains a consistent field presence throughout the year, with increased outreach during extreme weather. Basic necessities such as food, clothing, tents, and sleeping bags are provided when needed to help individuals survive while working toward safer housing options.

Trust and relationship-building are central to the program. BGHO's low-barrier model allows services to be delivered directly in the community rather than requiring individuals to navigate traditional office-based systems. The program also provides clinical support, including counseling and crisis intervention from a Licensed Clinical Social Worker.

The ultimate goal is to reduce the length of time individuals remain unsheltered and increase successful exits to shelter, temporary housing, and permanent housing while maintaining accurate data and strong coordination with community partners.

APPENDIX C

Low/Moderate Income Guidelines

HUD FY 2026 INCOME LIMITS SUMMARY

Source: https://www.huduser.gov/datasets/il/il2026/summary?year=2026&reporttype=hmfa&states=1&counties=0100199999&hmfa=METRO47930M47930

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Waterbury-Shelton CT MSA	$114,000	Very Low (50%) Income Limits	$43,600	$49,800	$56,050	**$62,250**	$67,250	$72,250	$77,200	$82,200
		Extremely Low Income Limits*	$26,150	$29,900	$33,650	**$37,350**	$40,350	$44,360	$50,040	$55,720
		Low (80%) Income Limits	$69,750	$79,700	$89,650	**$99,600**	$107,600	$115,550	$123,550	$131,500

The **Waterbury-Shelton, CT MSA** contains the following areas: Ansonia town, CT; Beacon Falls town, CT; Bethlehem town, CT; Bristol town, CT; Cheshire town, CT; Derby town, CT; Middlebury town, CT; Naugatuck town, CT; Oxford town, CT; Plymouth town, CT; Prospect town, CT; Seymour town, CT; Shelton town, CT; Southbury town, CT; Thomaston town, CT; Waterbury town, CT; Watertown town, CT; Wolcott town, CT; Woodbury town, CT.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

APPENDIX D

Expected Expenditure Statement
IRS Tax Exempt Letter

EXPECTED EXPENDITURE STATEMENT

The Sub-Recipient acknowledges that, pursuant to and in accordance with 2 CFR Part 200, if the Sub-Recipient expends a total of Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal grant awards during its fiscal year, the Sub-Recipient hereby agrees to have an audit conducted in accordance with the provisions of 2 CFR 200.501. The Sub-Recipient also agrees to submit a copy of this audit to the Federal Clearinghouse designated by the OMB as required by 2 CFR 200.514 and to the City within thirty (30) days of completion of said audit. Failure of the Sub-Recipient to comply with these requirements shall be deemed a material breach of the Agreement, which may result in the withholding of future payments and the initiation by the City of contract suspension and/or termination procedures.

The Sub-Recipient agrees to complete this Expected Expenditure Statement to aid the City in its performance monitoring efforts.

1. Sub-Recipient Name: Brian Gibbons Homeless Outreach Inc.

2. Sub-Recipient Address: 60 Waterbury Rd. Unit 2D Prospect CT 06712

3. The Sub-Recipient's fiscal year is from: 01/01/26 to 12/31/26

4. In the next fiscal year, the Sub-Recipient expects to expend federal grant awards totaling: $ 29,710.00

5. If the Sub-Recipient expects to expend more than $750,000 during its fiscal year, by what date does the Sub-Recipient expect its audit to be complete? _____

I hereby certify that I have read the statement set forth above and that such statement is true and complete, and I understand that any incorrect information or omission of information from this statement may result in the immediate termination of the Sub-Recipient's agreement with the City.

Brian Gibbons Homeless Outreach Inc. — Name of Sub-Recipient

09/18/26 — Date

Authorized Signature

Jamie Boyer — Print Name and Title

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
February 21, 2026
Employer ID number:
87-2251623
Form 990 required:
YES
Person to contact:
Name: Ms. Holt
ID number: 1000197426

BRIAN GIBBONS HOMELESS OUTREACH INC
% JENNIFER ENGER
270 CHURCH ST
NAUGATUCK, CT 06770

Dear Sir or Madam:

We're responding to your request dated September 24, 2025, about your tax-exempt status.

We issued you a determination letter in March 2022, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

APPENDIX E

Sub-Recipient Budget

Organization Name: Brian Gibbons Homeless Outreach Inc.

CD YR 52 EMERGENCY SOLUTIONS GRANT - BUDGET FORM

ELIGIBLE ACTIVITIES	GRANT REQUEST	LEVERAGED FUNDS	TOTAL BUDGET
Emergency Shelter	$	$	$
Renovation	$	$	$
Operation	$	$	$
Essential Service	$	$	$
URA Assistance	$	$	$
Street Outreach – Essential Services	$29,710.00	$	$29,710.00
HMIS	$	$	$
Rapid Re-housing	$	$	$
Housing Relocation and Stabilization Services	$	$	$
Tenant-Based Rental Assistance	$	$	$
Project-Based Rental Assistance	$	$	$
Homelessness Prevention	$	$	$
Housing Relocation and Stabilization Services	$	$	$
Tenant-Based Rental Assistance	$	$	$
Project-Based Rental Assistance	$	$	$
Administration	$	$	$
CD YR 52 TOTAL	$29,710.00	$	$29,710.00

BRIAN GIBBONS
Homeless Outreach

To Whom It May Concern,

Brian Gibbons Homeless Outreach, Inc. agrees to provide a **100% match of $29,710.00** in support of the CD YR 52 ESG grant. The organization is committed to meeting the required matching contribution for the duration of the grant contract and will utilize eligible organizational resources to support the delivery of Street Outreach services and activities.

09/29/2026

Joshua Royer, LCSW

Executive Director

APPENDIX F

Sub-Recipient Insurance Certificate
City Risk Manager Approval of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paul Boccialetti	
DiFrancesco Insurance Agency, Inc. 60 Waterbury Rd Unit 2D Prospect CT 06712	PHONE (A/C, No, Ext): (203) 756-8176	FAX (A/C, No):
	E-MAIL ADDRESS: paul@mydifrancescoinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PROGRESSIVE CAS INS CO	24260
INSURER B : United States Liability Insurance Co.	
INSURER C : Hartford Underwriters Insurance Co.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brian Gibbons Homeless Outreach Inc.
60 Waterbury Rd., Unit 2D
Prospect CT 06712

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	NPP1616322C	12/22/2025	12/22/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ included
							Abuse & Molestation	$ 100,000/200,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			964410634	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0W67863-6-25	09/18/2026	08/30/2027	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Professional E&O Liability			NPP1616322C	12/22/2025	12/22/2026	Each Incident	$1,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: CD Year 52, State of Connecticut Social Equity Council and United Way of Greater Waterbury and The City of Waterbury its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Described insurance shall be primary coverage and contractor and contractor's shall have no right of subrogation against the State of Connecticut and United Way of Greater Waterbury. Policy shall not be suspended, voided, or cancelled except after 30 days prior written notice.

CERTIFICATE HOLDER

City of Waterbury
235 Grand St
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul Boccialetti

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CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name:
Brian Gibbons Homeless Outreach Inc.

Requesting Department: Community Development

Department Contact: Seth Drewry sdrewry@waterburyct.org

Description of work to be performed: CDYR52 - ESG

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 10/02/2026

Insurance Certificate Term: 12/22/2025 – 12/22/2026

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

10/2/26

Risk Manager or Authorized Designee

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER DiFrancesco Insurance Agency, Inc. 60 Waterbury Rd Unit 2D Prospect CT 06712	CONTACT NAME: Paul Boccialetti PHONE (A/C, No, Ext): (203) 756-8176 FAX (A/C, No): E-MAIL ADDRESS: paul@mydifrancescoinsurance.com
INSURED Brian Gibbons Homeless Outreach Inc. 60 Waterbury Rd., Unit 2D Prospect CT 06712	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : PROGRESSIVE CAS INS CO — 24260 INSURER B : United States Liability Insurance Co. INSURER C : Hartford Underwriters Insurance Co. INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	NPP1616322C	12/22/2025	12/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ included $ 100,000/200,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			964410634	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0W67863-6-25	09/18/2026	08/30/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	Professional E&O Liability			NPP1616322C	12/22/2025	12/22/2026	Each Incident Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: CD Year 52, State of Connecticut Social Equity Council and United Way of Greater Waterbury and The City of Waterbury its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Described insurance shall be primary coverage and contractor and contractor's shall have no right of subrogation against the State of Connecticut and United Way of Greater Waterbury. Policy shall not be suspended, voided, or cancelled except after 30 days prior written notice.

CERTIFICATE HOLDER

City of Waterbury
235 Grand St
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Boccialetti

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Prepared on
8/19/2026 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Community Development
Contact Name: Karina Figueroa kfigueroa@waterburyct.org
Seth Drewry sdrewry@waterburyct.org
Description of Project/Work/Services: CD YR 52 - ESG
Funds will be used to support the Rooted in Home Prevention Program ~ Brian Gibbons

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and Community Development as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

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

Original, completed Certificates of Insurance must be presented to The City of Waterbury and Community Development prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and Community Development.

General Liability: **$1,000,000 each Occurrence**
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate

8/20/26

Payment/Performance Bond Determination:

All requests should be closely reviewed for determination of needing a payment/performance bond equal to the contract value. A payment/performance bond can be called to provide replacement funding for maintaining critical recurring services not being performed and/or failure to complete a project. Additionally, the payment bond provides replacement funding for a contractor/vendor's failure to provide payment to subcontractors for work performed. The person submitting this request is responsible for determining if a payment/performance bond is required. The parameters are included in the procurement process/RFP paperwork.

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Re: CD YR 52 - ESG
The City of Waterbury and Community Development is listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a Waiver of Subrogation.
******Where additional insured and waiver of subro is contractually required, the endorsement page MUST be included with the COI submission******

Insurance Bid Request Form

I. Project Description:

Scope of Services -

CDYR52 ESG - Funds will be used to support the Rooted in Home Prevention Program.

II. Project information:

RFP# N/A

Anticipated Cost: _____

Bonds will be required: **Yes** ☐ / **No** ☐

Expected Start Date (if known): 10/01/2026

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☐ / **No** ☑

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☑
   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☑
   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: N/A

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☑ / **No** ☐

h. Services being provided ***will*** involve design work. **Yes** ☐ / **No** ☑

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: Karina Figueroa
Sent: Wednesday, August 19, 2026 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: Insurance Recommendations for Year 52
Attachments: CD YR 52 Subrecipient Information.docx; Insurance Bid Request Form Brian Gibbons.pdf; Insurance Bid Request Form Bridge to Success.pdf; Insurance Bid Request Form Catholic Charities.pdf; Insurance Bid Request Form CHD.pdf; Insurance Bid Request Form Children in Placement.pdf; Insurance Bid Request Form CPA.pdf; Insurance Bid Request Form GWIM.pdf; Insurance Bid Request Form Hispanic Coalition.pdf; Insurance Bid Request Form MASC.pdf; Insurance Bid Request Form Rivera Memorial.pdf; Insurance Bid request Form Safe Haven ESG.pdf; Insurance Bid Request Form Salvation Army.pdf; Insurance Bid Request Form Shakesperience.pdf; Insurance Bid Request Form St Vincent DePaul.pdf; Insurance Bid Request Form YMCA.pdf

Good morning Crystal,
Here are the insurance bid request forms for our Year 52 subrecipient awardees. Let me know if you need anything else or something needs to be changed.
Thanks Crystal.
Karina.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Tuesday, August 18, 2026 3:45 PM
To: Seth Drewry <sdrewry@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: Insurance Recommendations for Year 52

Good afternoon Seth,
The PDF is the most current form we are using for insurance requests.
In the past, it was always sent one for each subrecipient to keep the COI's/projects and sign offs all separate from each other. I believe separately is best to avoid any particular project from being held up waiting on others if grouped in my opinion.
Let me know if you have any further questions or concerns.
Thank you,

~ Crystal Burr
Administrative Assistant
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06702
203-574-6840 ext. 7067
Fax: 203-753-6831

From: Seth Drewry <sdrewry@waterburyct.org>
Sent: Tuesday, August 18, 2026 1:18 PM
To: Crystal Burr <cburr@waterburyct.org>
Cc: Karina Figueroa <kfigueroa@waterburyct.org>
Subject: Insurance Recommendations for Year 52

Hi Crystal,

Karina and I are working on filling out the insurance bid request forms for our Year 52 subrecipient awardees. I was wondering if 1. we had the most up to date form (attached) and 2nd if you would like a form filled out for each subrecipient or just one for each program (CDBG, ESG, Projects). I have attached the awardees and their information as well, if that would help.

Thanks!
Seth

Seth Drewry
Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

Crystal Burr

From: Seth Drewry
Sent: Wednesday, September 30, 2026 2:31 PM
To: Insurance Requests
Cc: Crystal Burr; Rona Nickerl
Subject: CD Year 52 Insurance Approval Requests
Attachments: BGHO COI.pdf; BGHO Insurance Requirements.pdf; CPA Insurance Requirements.pdf; CPA COI.pdf; CHD COI.pdf; CHD Insurance Requirements.pdf; RMF COI.pdf; RMF Insurance Requirements.pdf

Good morning,

Please see attached for the following organizations' insurance certificates and their insurance recommendations

- Community Partners in Action
- Brian Gibbons Homeless Outreach
- Center for Human Development
- Rivera Memorial Foundation

Thank you,
Seth

Seth Drewry

Program Specialist
City of Waterbury

Office of Community Development
188 Bank Street | Suite 121
Waterbury, CT 06702
sdrewry@waterburyct.org
T: 203.346.3810 x4629

WATERBURY

APPENDIX G

Disclosure and Certification Affidavit to include List of Board of Directors
Annual Statement of Financial Interests
Debarment Certification

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Waterbury

County of New Haven

Joshua Rayer, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Executive Director of Boys & Girls Homes (Contractor's Name), the Contractor that has submitted the attached agreement. Outreach Inc.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Partnership/Sole Proprietor

In presence of:

_____ _____
Witness Name of Partnership/Business

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,
Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20__.

_____
(Notary Public)

My Commission Expires: _____

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For Corporation

Witness

Joshua Rayer
Name of Corporate Signatory

60 Waterbury Rd Unit 20
Address of Business
Prospect CT
06712

Affix Corporate Seal

By: Joshua Rayer
Name of Authorized Corporate Officer

Its: Executive Director
Title

State of Connecticut)
) SS
County of New Haven)

Joshua Rayer being duly sworn,

deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 17th day of Sept 2026.

LORI BOURASSA
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/30/28

(Notary Public)

My Commission Expires: _____

BRIAN GIBBONS
Homeless Outreach

BGHO Board and Executive Staff

- Father Joe Donnelly- President- jtd422@gmail.com-860-628-1966
- Joshua Royer- ED- joshua@briangibbonshomelessoutreach.com 475-295-1887
- Jennifer Enger- Treasurer- jen@briangibbonshomelessoutreach.com 203-525-7567– 201 S Georges Hill Rd Southburth CT 06488
- Marylou Cunningham-Secretery-MCunningham@ionbank.com-Secretary--203-233-6067- 24 Walnut St Cheshire CT 06410
- Susan Gibbons- Board Member-susan-gibbons@comcast.net 203-237-4524 1 valley ln Prospect CT 06712
- Jim Lawlor- Board Member- 203-577-9755
- Marissa Frois-Board Member 203-910-2905
- Joshua Vaughn- Board Member- 203-819-3662
- Fran De Blasio- Ex-officiar- fdeblasio2@gmail.com 203-217-0589– 26 Osprey Dr Seymour CT 06483
- Rick Povilaitis - Founder/ Consultant-203-525-3724

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure
(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Bacon Gibbons Homeless Outreach Inc.
(Name of Organization)

Signature of Individual (or Authorized Signatory)

09/17/2026
Date

Joshua Boyer, Executive Director
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☒

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization: Boys Girls Haven Outreach Inc. 60 Waterbury Rd Unit 2D Prospect CT 06712
2. Print Name and Title of Authorized Representative: Jenna Royer, Executive Director
3. Signature of Authorized Representative:
4. Date: 9/17/2026

APPENDIX H

Federal Fair Labor Standards Provisions
Affirmative Action Program
Letter of Drug Enforcement
Drug-Free Workplace Policy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

BRIAN GIBBONS
Homeless Outreach

Affirmative Action Program

Brian Gibbons Homeless Outreach – Connecticut

Policy Statement

Brian Gibbons Homeless Outreach is committed to equal opportunity and affirmative action in employment, volunteer recruitment, service delivery, and community partnerships. We prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, disability, veteran status, genetic information, or any other protected status under state or federal law. We recognize that homelessness disproportionately impacts historically marginalized groups. Our goal is to ensure that our programs, staff, and governance reflect the diversity of the communities we serve and that all individuals have equal access to opportunity and services.

Objectives

1. Employment & Volunteer Recruitment - Recruit staff and volunteers from diverse backgrounds by advertising in community-based, minority-serving, and disability-focused networks. - Ensure all job and volunteer postings include an Equal Opportunity Employer (EEO) statement. 2. Training & Education - Provide annual training to staff and volunteers on cultural competency, implicit bias, and nondiscrimination policies. - Educate staff on the unique challenges faced by women, LGBTQ+ individuals, racial/ethnic minorities, and veterans experiencing homelessness. 3. Service Delivery & Access - Ensure all programs and facilities are accessible to persons with disabilities. - Provide outreach and materials in multiple languages as needed to serve limited-English-speaking populations. - Monitor client demographics to ensure equitable access to services. 4. Community Engagement & Partnerships - Partner with organizations serving underrepresented communities (e.g., veterans' groups, LGBTQ+ centers, immigrant services, disability advocacy organizations). - Encourage input from diverse clients and stakeholders in program design and improvement. 5. Accountability & Monitoring - Designate an Affirmative Action Officer to oversee compliance and progress. - Review recruitment, hiring, and service delivery data annually to identify areas for improvement. - Report annually to the Board of Directors on progress toward affirmative action goals.

Implementation Responsibilities

- Executive Director/Leadership: Responsible for overall implementation of the program. -

Supervisors: Ensure day-to-day practices align with affirmative action principles. - Affirmative Action Officer (designated staff or board member): Coordinates compliance efforts, training, and reporting.

Statement of Commitment

Brian Gibbons Homeless Outreach affirms its commitment to maintaining a diverse and inclusive environment. By adopting this Affirmative Action Program, we pledge to continually improve our practices to ensure fairness, equity, and opportunity for all staff, volunteers, and clients.

BRIAN GIBBONS
Homeless Outreach

Policy Statement
Brian Gibbons Homeless Outreach is committed to maintaining a drug-free workplace in compliance with federal, state, and local laws. All employees are expected to report to work free from the influence of alcohol, illegal drugs, or misused prescription medications.

Prohibited Conduct
The following are strictly prohibited while on company property, conducting company business, or representing Brian Gibbons Homeless Outreach:

- The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
- Reporting to work or performing job duties under the influence of alcohol, illegal drugs, or misused prescription drugs.
- The use of legally prescribed medications in a manner inconsistent with prescription guidelines that may impair work performance or safety.

Drug and Alcohol Testing
Brian Gibbons Homeless Outreach may conduct drug and alcohol testing as permitted by law, which may include:

- Pre-employment screening
- Reasonable suspicion testing
- Post-accident testing
- Random or periodic testing (if applicable)

Employee Responsibilities
Employees are expected to:

- Comply with this policy as a condition of employment.
- Notify their supervisor if they are taking prescription medication that may affect their ability to perform their job safely.
- Report any unsafe behavior or suspected policy violations.

Disciplinary Action
Violation of this policy may result in disciplinary action, up to and including termination of

employment. Employees may also be referred to appropriate treatment or rehabilitation programs when applicable.

Employee Assistance
Brian Gibbons Homeless Outreach encourages employees who may have a substance use problem to seek help.

Acknowledgment
All employees are required to sign an acknowledgment form stating they have read, understood, and agreed to comply with this policy.

Sign:_____ Date:9/21/2026

ADDITIONAL COMPLIANCE REQUIREMENTS

Board of Aldermen Approval of Plan
Grantee Tax Clearance

OFFICE OF THE CITY CLERK
MEMORANDUM

DATE: June 12, 2026

FROM: Board of Aldermen

TO: John Goggin, Director of Community Development

SUBJECT: City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the " "Plan")

At a regular meeting of the Board of Aldermen held on Monday, June 8, 2026, the Board voted to **APPROVE** the City of Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan"). **(Alderman Blake abstained).**

ATTEST: _____
Michael J. Dalton
City Clerk

MJD/dd

Non-Consent
Item #17

cc: Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 09/23/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialist**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Brian Gibbons Homeless Outreach. Inc.
60 Waterbury Rd. Unit 2D
Prospect, CT 06712

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

OFFICE OF COMMUNITY DEVELOPMENT

THE CITY OF WATERBURY

CONNECTICUT

Date: November 5, 2026

To: Michael DiGiovancarlo, President, Board of Aldermen

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

From: Michael Buckley, Director of Housing Assistance Programs

Re: Amendment to HOME Loan Assistance Agreement – NEST, Inc., Adams Street Redevelopment Project Phase II (8, 16, 19 and 24 Adams Street)

The Office of Community Development respectfully requests approval at the November 16, 2026 meeting of the Board of Aldermen to amend the existing HOME Loan Assistance Agreement between the City of Waterbury and NEST, Inc., increasing the previously approved HOME funding commitment of $1,776,620.00 by $410,538.40, for a total commitment of $2,187,158.40.

The additional funding is necessary to address a financing shortfall resulting from the consolidation of project budgets for the Adams Street properties with 145 Bishop Street and 26 Beacon Street. This consolidation, undertaken to coordinate construction schedules and achieve efficiencies across the six properties, resulted in the redistribution of other funding sources previously allocated to the Adams Street development.

The requested increase is consistent with the applicable 2025 HUD HOME maximum per-unit subsidy limits for the project's eight residential units, comprising four two-bedroom and four three-bedroom homes. All HOME funds will remain dedicated exclusively to the four Adams Street properties and will not be used for the Bishop Street or Beacon Street developments. Approval of this amendment will help close the remaining financing gap, maintain the planned construction schedule, and advance the City's and NEST's shared goals of affordable homeownership and neighborhood revitalization in the Crownbrook neighborhood.

Thank you in advance for your consideration.

Amendment 1
to
HOME LOAN ASSISTANCE AGREEMENT
Between
THE CITY OF WATERBURY AND
NEIGHBORHOOD HOUSING SERVICES OF WATERBURY, INC. D/B/A NEST

THIS AMENDMENT, effective on the date signed by the Mayor, is entered into by and between the City of Waterbury (City) pursuant to Subtitle A of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and 24 CFR Part 92 of the regulations of the United States Department of Housing and Urban Development and Neighborhood Housing Services of Waterbury, Inc. d/b/a NEST, a non-stock corporation, organized and existing pursuant to the laws of the State of Connecticut (the "Borrower") acting herein by Kevin Taylor, Executive Director, duly authorized.

WHEREAS, the City applied for and received from the Secretary (the "Secretary") of the Department of Housing and Urban Development ("HUD") HOME Funds including funds that may be used by Community Housing Development Organizations ("CHDO's") pursuant to the HOME Investment Partnerships Program (the "Program") created in the Act; and

WHEREAS, the parties hereto entered into a Home Loan Assistance Agreement for funding to subsidize eligible activity under the Program for the development of the Adams Street Redevelopment Project Phase II consisting of new construction at 8[1], 16, 19 and 24 Adams Street, Waterbury, Connecticut (the "Project"), executed by the Mayor of the City of Waterbury on July 14, 2025 ("Agreement"); and

WHEREAS, pursuant to Sections 1.11 and 2.1 of the Agreement, the City agreed to make a deferred loan to the Borrower utilizing HOME Funds in a principal sum not to exceed One Million Seven Hundred Seventy-Six Thousand Six Hundred Twenty and 00/100 Dollars ($1,776,620.00) (the "Loan") for the Project; and

[1] Said premises also being known as 30 Grove Street

WHEREAS, the Loan is evidenced and secured by, among other documents, a Deferred Loan Fixed Rate Note dated June, 2025 in the original principal amount of $1,776,620.00 (the "Note"); an Open-End Mortgage and Security Agreement dated June 12, 2025 (the "Mortgage"); and other documents executed in connection with the Loan; and

WHEREAS, the Borrower has requested additional HOME Funds in the amount of Four Hundred Ten Thousand Five Hundred Thirty-Eight and 40/100 Dollars ($410,538.40), and the City has determined that such additional HOME Funds are necessary to provide affordable housing and that the total HOME investment in the Project, as increased by this Amendment, does not exceed the maximum per-unit subsidy limits for the HOME-assisted units in the Project; and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 8.3 in order to provide additional HOME Program funding in the amount of Four Hundred Ten Thousand Five Hundred Thirty-Eight and 40/100 Dollars ($410,538.40), thereby increasing the total principal amount of the Loan to Two Million One Hundred Eighty-Seven Thousand One Hundred Fifty-Eight and 40/100 Dollars ($2,187,158.40), the entirety of which additional funding is to be used exclusively for Eligible Costs of the two-unit dwellings at 8, 16, 19 and 24 Adams Street, Waterbury, Connecticut.

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

1. Section 1.11 of the Agreement is hereby deleted in its entirety and replaced with the following:

1.11 Loan. The term "**Loan**" shall mean the deferred loan in the amount of TWO MILLION ONE HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED FIFTY-EIGHT and 40/100 ($2,187,158.40) DOLLARS from the City to the Borrower, consisting of the original loan amount of One Million Seven Hundred Seventy-Six Thousand Six Hundred Twenty and 00/100 Dollars ($1,776,620.00) and a supplemental funding loan of additional HOME Funds in the amount of Four Hundred Ten Thousand Five Hundred Thirty-Eight and 40/100 Dollars ($410,538.40) provided pursuant to Amendment

1 to this Agreement.

2. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 Loan Amount. On the basis of and in reliance on the representations, warranties and covenants of Borrower in this Agreement and the other documents incident hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the City agrees to make the Loan to Borrower in a principal sum not to exceed TWO MILLION ONE HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED FIFTY-EIGHT and 40/100 ($2,187,158.40) DOLLARS in two tranches as set forth in Paragraph 1.11 of this Amendment.

3. Subparagraphs a) and b) of Section 2.2(g) of the Agreement are hereby deleted in their entirety and replaced with the following:

a) Deferred Loan. Upon the sale of each lot with a conforming dwelling (said lots being the properties known as 8 Adams Street, 16 Adams Street, 19 Adams Street or 24 Adams Street), City shall reduce the principal balance of the Deferred Loan by Five Hundred Forty-Six Thousand Seven Hundred Eighty-Nine and 60/100 Dollars ($546,789.60). Provision of said partial release shall be conditioned on all conditions for loan forgiveness defined in the HOME LOAN ASSISTANCE AGREEMENT or any applicable law or regulation governing the HOME LOAN ASSISTANCE PROGRAM having been satisfied.

b) In the Event Loan is Not Subject to Forgiveness. In addition to the provision set forth above, upon sale of each residential lot, if Borrower is in default and not eligible for loan forgiveness upon such sale, all outstanding amounts advanced for the construction associated therewith, plus accrued interest, shall be paid in full. The principal sum advanced for the construction of each singular dwelling shall be Five Hundred Forty-Six Thousand Seven Hundred Eighty-Nine and 60/100 Dollars ($546,789.60).

4. **Conforming Changes.** Each reference in the Agreement to the Loan amount of $1,776,620.00 (however expressed in words or figures) shall be deemed to refer to $2,187,158.40, and each reference to the per-lot or per-dwelling allocation of $444,155.00 (however expressed in words or figures) shall be deemed to refer to $546,789.60.

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 1 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr.,
Mayor

Date: _____

WITNESSES:

NEIGHBORHOOD HOUSING SERVICES OF WATERBURY, INC. D/B/A NEST

By: _____

Kevin Taylor, Its Executive Director
Duly Authorized

Date: 10.29.21

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: November 5, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

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

From: Michael LeBlanc, Director of Finance MJL

Subject: Eversource Energy Efficiency Services Letter of Agreement – Chase Building Renovation Project

Kindly give favorable consideration by approving the attached Eversource Energy Efficiency Services - Letter of Agreement. Approval of this Letter of Agreement will provide for an energy efficiency incentive in the amount up to $58,732.35 to the City for qualifying energy efficiency measures as part of the Chase Building Renovation Project.

EVERSOURCE

10/30/2026

Michael LeBlanc
City of Waterbury
236 Grand Street, Waterbury, CT 06702

Reference: Letter of Agreement for **Energy Efficiency Project #: CT26P03181319 Chase Building P3**
City of Waterbury, 236 Grand Street, Waterbury, CT 06702

Dear **Michael LeBlanc**;

Congratulations on choosing to make your business energy efficient! Eversource is pleased to present you with the details of your energy efficiency incentive for the upcoming project in Waterbury, Connecticut.

Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of **$58,732.35.**

This packet includes the following documents:

Energy Efficiency Services Letter of Agreement – Please review the document, sign both copies, and return one copy to my attention at the address noted below. **To reserve your incentive as stated, return the signed Agreement within 30 days of the signature date on the Agreement.**

Standard Terms and Conditions – In order to claim your incentive, you will need to agree to these terms.

W-9 Form – This form is necessary to process your incentive payment. Submit this completed form with your Energy Efficiency Services Agreement.

Exhibit A – The upgrades included in your project are outlined here. Information includes the energy and dollar savings estimated for each individual measure.

If you have any questions regarding this letter or the documents contained in the packet, please contact your Energy Efficiency Consultant: Jacqueline Morley, jacqueline.morley@eversource.com or 203-352-5681

EVERSOURCE

Energy Efficiency Services
Letter of Agreement
CT26P03181319 Chase Building P3
City of Waterbury, 236 Grand Street, Waterbury, CT 06702
10/30/2026

To encourage energy efficiency, The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource"), and/or the Yankee Gas Service Company, doing business as Eversource Energy, (hereinafter "Company"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "Energy Efficiency Fund"), is pleased to offer the **City of Waterbury** (hereinafter, the "Participant") Energy Efficiency Services in connection with their facility located at **236 Grand Street, Waterbury, CT 06702.** If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within **30 calendar days** of the date of the authorized Company signature. **If not returned within 30 calendar days, the Company retains the option to modify or cancel this LOA without notification**. By counter-signing and returning the LOA to the Company within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. The Company reserves the right to utilize at third-party auditor to review submitted materials. To be eligible for an incentive payment, the Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. To be eligible for an incentive payment, all EEMs must be installed by the Participant and accepted by both the Participant and the Company by **08/01/2028**. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by **08/01/2028** may disqualify Participant from receiving an incentive payment.
4. As administrator of the Energy Efficiency Fund, the Company agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is **$58,732.35.**
5. Payment will be made to **City of Waterbury. 236 Grand Street, Waterbury, CT 06702** following inspection, and final approval by the Company. Eversource reserves the right to utilize a third-party auditor to review submitted materials.
6. The Participant is not obligated to install any of the EEMs referred to in this LOA, and at any time may decide to forego the incentive payments for one or more measures.
7. This LOA shall be signed by a representative of the Company, and counter-signed and returned to the Company by the Participant before any EEMs are installed. No payment shall be made for EEMs not listed in the Exhibit(s), or for EEMs installed before this LOA is counter-signed and returned to the Company by the Participant unless authorized by the Company.
8. Any changes after the issuance of this LOA are subject to Company approval. Without written approval by the Company, the Company shall not make incentive payments for any changes in application documentation or scope of work.

If the Participant agrees to the attached Standard Terms and Conditions of this Letter of Agreement, please sign below and return to jacqueline.morley@eversource.com.

Signature of Company Official	Signature of Participant Official
Ellen Richer	
Name (Print)	Name (Print)
Supervisor, Energy Efficiency	
Title of Company Official	Title of Participant Official
10/30/2026	
Date	Date

EVERSOURCE

STANDARD TERMS AND CONDITIONS 01/01/2024

The Connecticut Light and Power Company, and/or Yankee Gas Service Company, each doing business as Eversource Energy ("Eversource"), as manager of the Connecticut Energy Efficiency Fund ("EEF" or the "Fund") on behalf of its customers, shall provide EEF incentives described herein to Program Participant (or its designee) ("Participant") in accordance with the terms of this Letter of Agreement ("LOA").

1. PARTICIPANT AND FACILITY ELIGIBILITY: Only electricity retail distribution customers and/or firm gas customers of Eversource may be Participants in EEF energy conservation programs and are eligible to receive EEF incentives. A customer's ability to participate in any particular energy efficiency program is dependent on the Customer fulfilling the eligibility qualifiers of that program. This LOA is applicable to only the facilities serviced by Eversource specified herein, and not to any future additions or alterations to the facility.

2. MEASURES: To be eligible for an incentive, the Participant shall install all Energy Efficiency Measures ("EEMs" or "measures") specified in this LOA and verify they perform in their intended manner. Only measures specified herein are eligible for incentives. The Participant is not obligated to install any of the measures referenced in this LOA. The incentive(s) offered in this LOA shall be forfeited for measures that are not installed.

3. PERMITS, LAWS, CODES: Participant shall be responsible for the acquisition of all necessary permits on the property of the subject project, and compliance with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, Eversource shall not be responsible for any infraction or violation thereof, or any expense or damage resulting from infractions or violations.

4. TAX LIABILITY: The Participant, or its designee as specified herein shall be responsible for any tax liability associated with direct receipt of incentive payments from Eversource. The party specified herein as direct recipient of incentives shall provide Eversource with their federal tax ID number or social security number (IRS form W9). Eversource shall issue a Form 1099 to all recipients of more than $600.00 of incentives per calendar year.

5. INSPECTIONS: Eversource reserves the right to inspect the site of the project both prior to the start of demo and construction, and after the installation of the Measure(s) to verify: (i) the existence of specific equipment referenced in this LOA, (ii) measures are installed and operating properly and in accordance with this LOA, and (iii) the project is completed by the agreed upon completion date. The Participant shall provide Eversource or its agents sufficient time and reasonable access to the project site to conduct such inspections. Participant or its assignees shall demonstrate the operation of the measures in conjunction with the inspection, if Eversource determines it is necessary. Participant shall supply Eversource with all documentation Eversource deems necessary to verify that the project complies with this LOA. Required documentation shall include, and is not limited to, Participant's itemized invoices for the project.

6. INCENTIVE PAID: Incentive(s) paid shall be based on the EEMs actually installed and approved by Eversource, as well as the final installed cost of the project, as verified by Eversource. Eversource is solely responsible for determining the final incentive amount.

7. LIMITS OF LIABILITY: Eversource's liability is limited to paying the incentive specified, provided all provisions of this LOA are satisfied. Participant acknowledges and agrees that (a) neither Eversource nor any of its employees, agents, representatives or consultants are responsible for assuring the design, analysis, engineering, and/or installation of any or all of the EEMs is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized as applicable to the technology, and (b) Eversource does not represent, warrant or guarantee the product or services of any particular vendor, manufacturer, contractor or subcontractor. In addition, Eversource does not represent, warrant, or guarantee the safety or workability of any EEMs or that the utilization of the EEMs will result in any level of energy savings or any measurable energy related benefit. Eversource's scope of review for purposes of this LOA is limited to determining if the EEMs have met the program requirements.

8. PROJECT EVALUATION: Eversource reserves the right to perform, at the Fund's expense (and not the Participant's expense), within five years of incentive payment, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Participant shall provide site access and information as necessary to facilitate this evaluation.

9. ELECTRIC BENEFITS: Other than the energy cost savings realized by the customer, the Companies are entitled to 100% of the benefits, credits and rights associated with the energy-efficient measures, including without limitation ISO-NE products and all other attributes, payments or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and customer waives, and agrees not to seek, any right to the same.

10. ENFORCEMENT OF AND CHANGES TO THIS AGREEMENT: Any changes to this LOA must be in writing and signed by all parties to this Agreement. No delay or omission of either party to exercise or enforce any provision or right herein shall serve as a waiver of such right, or of any other right or provision of this LOA.

11. TERMINATION OF THIS LOA: Eversource may, by written notice, terminate the LOA for convenience, in whole or in part. In this event, Eversource shall pay, from the EEF, the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total incentive amount specified in the LOA. No allowance shall be made for anticipated profits. Eversource and the EEF shall not be liable for any consequential or incidental damages for termination of this Agreement under this Article.

12. EVERSOURCE INDEMNIFICATION: The Participant shall defend, indemnify, and hold harmless Eversource, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and attorneys' fees, arising from the Participant's participation in Eversource's Energy Efficiency Services. Eversource shall not be liable to Participant for any damages in contract or tort or otherwise, including negligence caused by any activities related to Participant's participation in Eversource's Energy Efficiency programs including, without limitation, the actions or omissions of any design professional or any employee, agent, contractor, subcontractor, or consultant retained by Eversource. Eversource's liability under this LOA shall be limited to paying the incentives specified for the EEMs, but only as and if such incentives become payable to Participant and only to the extent that such incentives are not subject to repayment as provided in this LOA. In no case shall Eversource be liable to Participant for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.

13. ASSIGNMENT: This LOA is binding on the heirs, successors and assigns of the Participant and Eversource. The LOA shall not be assigned by either party without prior written consent of the other.

14. STATE OF JURISDICTION The LOA shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.

15. FUNDING AVAILABILITY: The Participant understands that all funding for this program is derived from the EEF and is funded by the customers of Eversource. Eversource may cancel this agreement and shall not make incentive payments described herein if the Fund is not available or sufficient for such payments. Eversource is not responsible for any costs or damages incurred by the Participant if funding for this program or the EEF is reduced or eliminated by any governmental or regulatory body, and Eversource does not have energy efficiency funds to pay the incentives.

16. DISPUTE RESOLUTION: The parties shall endeavor to resolve any dispute arising out of or relating to this LOA by mediation before the Public Utilities Regulatory Authority ("PURA"). If a resolution cannot be reached in that forum, the parties agree resolve their dispute by the CPR Mediation Procedure then currently in effect. The mediator shall be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this LOA, including the breach, termination, or validity thereof, which remains unresolved 45 days after the appointment of a mediator, shall be finally resolved by confidential, final and binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. The arbitration must be commenced within two years of the conduct or action giving rise to the dispute.

EVERSOURCE

Substitute Form W-9 **Request for Taxpayer Identification Number and Certification**

(Give this form to the requester. DO NOT send to IRS)

NAME (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below)

ADDRESS (Number and Street)

CITY	STATE	ZIP CODE

PART I TAXPAYER IDENTIFICATION NUMBER

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How to Obtain a TIN, on Instruction form EMS6002-2.

SOCIAL SECURITY NUMBER		EMPLOYER IDENTIFICATION NUMBER
| | | |--| | |--| | | | |	**OR**	| | |--| | | | | | | | |

Certification - Under the penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also, see Signing the Certification under Specific Instructions on instruction form EMS6002-2.

PART II FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (See Instructions)

Check one of the following below, if applicable.	Exemption Block

1. ___ A corporation
2. ___ An organization exempt from tax under section 501 (a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).
3. ___ The United States or any of its agencies or instrumentalities.
4. ___ A state, The District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
5. ___ A foreign government or any of its political subdivisions, agencies, or instrumentalities.
6. ___ An international organization or any of its agencies or instrumentalities.
7. ___ A foreign central bank of issue.
8. ___ A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
9. ___ A futures commission merchant registered with the Commodity Futures Trading Commission.
10. ___ A real estate investment trust.
11. ___ An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. ___ A financial institution.

Signature	Date
Please sign Here ▯	

EVERSOURCE

Energy Efficiency Services
Letter of Agreement
CT26P03181319 Chase Building P3
City of Waterbury, 236 Grand Street, Waterbury, CT 06702
10/30/2026

I. GENERAL:

A. The Participant will submit documents for review as required. The Connecticut Light & Power Company, doing business as Eversource Energy, and/or the Yankee Gas Service Company, doing business as Eversource Energy, (hereinafter "Company") will review construction documents to facilitate the verification of conformance with the energy efficiency improvement measures detailed in Item II, below,

B. The listing of a specific manufacturer in this Contract does not represent an endorsement of a specific product by the Company. Listed manufacturers are those proposed by the Participant in their application. The Participant may substitute an equivalent product, which will produce equal or greater energy savings than the product originally proposed, with the approval of the Company.

C. The Company reserves the right to make an 80% payment on installed equipment when the measurement verification statement has not been received from the participant.

EVERSOURCE

II. MEASURE SPECIFICATION:

Measure 1 of 6:
Windows

Exhibit A
Chase Building
Energy Efficiency Services Project #: CT26S03074226
June 29, 2026

Measure 1 of 5: Windows
New Windows

PROPOSED SYSTEM			
Qty	**Total SF**	**Baseline U-value**	**Proposed U-value**
89	2,631	0.360	0.290
76	2,503	0.360	0.290
41	1,319	0.360	0.290
49	1,488	0.360	0.290
Total Estimated Incentive for this Measure:			**$4,172.19**
Total Project Cost for this Measure:			**$0.00**

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

INCENTIVE AND SAVINGS BREAKDOWN (ELECTRIC)					
Estimated Measure Incentive Breakdown			**Estimated Electricity Savings**		
Installation (80%)	$472.15		**Demand**	**kW**	**Energy**	**kWh**
Measure Verification (20%)*	$118.04		Summer	0.59	Annual	314
Total	**$590.19**		Winter	0.00	Lifetime	6,280

INCENTIVE AND SAVINGS BREAKDOWN (NATURAL GAS)					
Estimated Measure Incentive Breakdown			**Estimated Natural Gas Savings**		
Installation (80%)	$2,865.60		**Demand**	**CCF/day**	**Energy**	**CCF**
Measure Verification (20%)*	$716.40		Winter Peak Day	9.07	Annual	597.0
Total	**$3,582.00**				Lifetime	11,940.0

*Measure Verification: The Participant or the Participant's design professional shall sign below stating that they have satisfied themselves that the insulation listed above are performing as intended. By signing, the Participant assures:

- They have verified correct system installation.
- Verification that the Participant's representative and/or operator has been instructed in the proper start-up, operation and

Participant's Name (Printed)	Participant's Signature (after installation)	Date of Signature
Title of Participant	Company of Participant	Date of Completed Work

EVERSOURCE

Measure 2 of 6:
High Efficiency Interior Lighting Design

Exhibit A
Chase Building
Energy Efficiency Services Project #: CT26S03074226
June 29, 2026

Measure 2 of 5: High Efficiency Interior Lighting Design
Design and install a high performance lighting system consisting of an energy-saving design with total building Lighting Power Density that is at least 20% lower than 2021 IECC using qualifying LED technology. LED lighting fixtures or lamps are required to be UL listed and are highly recommended to be Design Lights Consortium (DLC) or ENERGY STAR® qualified.

Total Estimated Incentive for this Measure:	**$29,870.00**
Total Project Cost for this Measure:	**$0.00**
Building Type	Town hall
Baseline Lighting Power Density [LPD] (Watts/sqft)	0.55
Proposed Connected Lighting Power [CLP] (Watts)	18,828
Proposed Gross Lighted Floor Area [GLFA] (sqft)	62,245
Proposed Lighting Power Density [LPD] (Watts/sqft)	**0.30**
Estimated Annual Operating Hours (hrs/yr):	4,181
Calculation Method:	Building Area
% Reduction From Baseline LPD	45%
Does Proposed Design Meet Minimum Eligibility Criteria?	Yes

Incentive Calculation
The incentive for this measure is calculated as the Greater of $0.40/kWh saved or $1,000/summer peak kW reduction.

Incentive Based on kWh Savings		$0.40 per kWh	$29,870.00
Incentive Based on Summer Peak kW Reduction	$	1,000.00 per kW	$15,685.74
Does Proposed Design Meet Minimum Eligibility Criteria?			Yes
Calculated Incentive			$29,870.00

INCENTIVE AND SAVINGS BREAKDOWN

Estimated Measure Incentive Breakdown		Estimated Electrical Savings			
Installation and Measure Verification (100%)	$29,870.00	**Demand**	**kW**	**Energy**	**kWh**
		Summer	15.69	Annual	74,675
Total	**$29,870.00**	Winter	11.91	Lifetime	911,035

* Measure Verification: Inspection only

The incentive offered for this measure is based on information provided by the customer or their authorized representative. The incentive is calculated in accordance with EEF rules. If upon final inspection, there are any changes to the measure, the incentive may be recalculated based on the quantity of installed equipment that qualifies per the above criteria. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose any significant changes to this measure to the Company at the earliest possible point in time for review and evaluation for additional incentives defined in a future Addendum to this LOA in accordance with this LOA.

Regarding Linear Tube LED Products; Customers should review each lighting technology's installation and maintenance requirements carefully. Some linear LED products are NOT backwards compatible to accommodate fluorescent lamps or other LED tube products after the retrofit. Please follow all manufacturers' specifications when installing and maintaining equipment to ensure proper performance, function and safety. 1)Most LED Linear Tube Replacement Lamp product designs by various manufacturers are mechanically interchangeable and utilize existing fluorescent lamp end connectors to supply power to the lamps. However, many of these LED products are not electrically interchangeable with fluorescent lamps or other LED tube products. As a result, maintenance personnel should follow all manufacturers' installation and maintenance guidelines and be trained in their safe use. 2)All LED Linear Tube Replacement Lamps are required to be Underwriter's Laboratory (UL) 1993 listed. Retrofit products that require rewiring retrofit to existing luminaire fixtures must also meet UL 1598C Classification. As such, these products require fixture retrofit in accordance with manufacturer's installation instructions which includes placement of warning markings on each luminaire fixture in accordance with UL 1598C. Please ensure that the labels are installed and maintained for the life of the product. 3)Please contact the LED product's installer or manufacturer with questions with specific product questions.

The Participant shall sign below stating that they are satisfied that the energy efficiency measures have been installed as specified in the Letter of Agreement Exhibit A document(s) and are performing as intended.

Participant's Name (Printed)	Participant's Signature (after installation)	Date of Signature
Title of Participant	Company of Participant	Date of Completed Work

EVERSOURCE

Measure 3 of 6:
High Efficiency Air Cooled Chiller

Exhibit A

Chase Building

Energy Efficiency Services Project #: CT26S03074226

June 29, 2026

Measure 3 of 5: High Efficiency Air Cooled Chiller

Furnish and install two electrically operated air cooled chiller to provide comfort cooling. The chiller shall be certified in accordance with ARI Standard 550/590-98 with the specifications shown below.

PROPOSED SYSTEM(S)			
Proposed Qty	**Chiller Manufacturer & Model #**	**Capacity (Tons)**	**IPLV (BTU/Watt-hr)**
1	Trane ACSA200 Air cooled	173	16.98

Load	**Entering Condensor Dry Bulb Temperature**	**Part Load Value**	
100%	85° F	9.939	BTU/Watt-hr
75%	75° F	16.222	BTU/Watt-hr
50%	65° F	17.552	BTU/Watt-hr
25%	65° F	18.084	BTU/Watt-hr
Total Estimated Electric Incentive this Measure		**$5,342.34**	
Total Project Cost for this Measure:		**$69,676.99**	

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review of itemized invoices. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

INCENTIVE AND SAVINGS BREAKDOWN						
Estimated Measure Incentive				**Estimated Electrical Savings**		
Installation (80%)	$	4,273.88	**Demand**	**kW**	**Energy**	**kWh**
Measure Verification (20%)*	$	1,068.47	Summer	7.34	Annual	4,911
Total	**$**	**5,342.34**	Winter	0.00	Lifetime	112,953

* Measure Verification: The Participant or Participant's design professional shall sign below stating that they have satisfied themselves the systems and their controls are performing as intended. By signing they assure the following:

- Verification that the system is installed correctly and operating as intended. The system is defined as the chiller(s), chilled water pumps and all associated sensors and control devices.
- Verification that appropriate equipment start-up and check procedures have been performed with satisfactory results.
- Verification that there are no unusual noises or vibrations.
- Verification that the chiller operation and maintenance manuals have been provided.
- Verification that the appropriate Participant's representatives have been instructed in the proper operation and maintenance of the chiller(s).

Participant's Name (Printed)	Participant's Signature (after installation)	Date of Signature
Title of Participant	Company of Participant	Date of Completed Work

EVERSOURCE

Measure 4 of 6:
Energy Recovery Ventilation Unit for Load Reduction

Exhibit A
Chase Building
Energy Efficiency Services Project #: CT26S03074226
June 29, 2026

Measure 4: Energy Recovery Ventilation Unit for Load Reduction

Design and install an Energy Recovery Ventilation Unit(s) equal or better to the below listed equipment to reduce heating and cooling loads.

PROPOSED SYSTEM			
Unit Designation, Manufacturer and Model #	% Heating Effectiveness	% Cooling Effectiveness	Exhaust Air CFM
DOAS-1	65%	62%	4,200
DOAS-2	73%	71%	3,600
DOAS-3	75%	76%	2,000

Total Estimated Incentive for this Measure:	**$1,955.10**
Total Project Cost for this Measure:	**$0.00**

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

INCENTIVE AND SAVINGS BREAKDOWN (ELECTRIC)					
Estimated Measure Incentive Breakdown		**Estimated Electricity Savings**			
Installation (80%)	$1,243.63	**Demand**	**kW**	**Energy**	**kWh**
Measure Verification (20%)*	$310.91	Summer	8.01	Annual	3,739
Total	**$1,554.53**	Winter	0.00	Lifetime	52,346

INCENTIVE AND SAVINGS BREAKDOWN (NATURAL GAS)					
Estimated Measure Incentive Breakdown		**Estimated Natural Gas Savings**			
Installation (80%)	$320.45	**Demand**	**CCF/day**	**Energy**	**CCF**
Measure Verification (20%)*	$80.11	Winter Peak Day	5.23	Annual	344
Total	**$400.57**			Lifetime	4,816

*Measure Verification: The Participant or the Participant's design professional shall sign below stating that they have satisfied themselves that the Energy Recovery Ventilation (ERV) Unit(s) and their control(s) are performing as intended. By signing below the Participant verifies that:

- They have verified correct system installation. This includes any control devices, and electrical isolation equipment required for correct automated operation.
- They have verified that the ERV automatically follows the intended operation and function as designed.
- Verification that the Participant's representative and/or operator has been instructed in the proper start-up, operation and maintenance of the equipment.

Participant's Name (Printed)	Participant's Signature (after installation)	Date of Signature
Title of Participant	Company of Participant	Date of Completed Work

EVERSOURCE

Measure 5 of 6:
Demand Control Ventilation Using CO2 Sensors

Exhibit A
Chase Building
Energy Efficiency Services Project #: CT26S03074226
June 29, 2026

Measure 5: Demand Control Ventilation Using CO2 Sensors

Furnish and install demand controlled ventilation using CO2 sensors to control outside air, modulating the outside air damper(s) to maintain a CO2 setpoint during occupied periods of operation.

PROPOSED SYSTEM			
Description of Systems	**Control Placement**	**Quantity of CO2 Sensors**	**Total CFM of Outside Air Controlled**
DOAS-1, DOAS-2, DOAS-3,	0	84	9,800

Total Estimated Incentive for this Measure:	**$8,238.00**
Total Project Cost for this Measure:	**$0.00**

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

INCENTIVE AND SAVINGS BREAKDOWN (ELECTRIC)					
Estimated Measure Incentive Breakdown		**Estimated Electricity Savings**			
Installation (80%)	$5,304.00	**Demand**	**kW**	**Energy**	**kWh**
Measure Verification (20%)*	$1,326.00	Summer	6.63	Annual	3,098
Total	**$6,630.00**	Winter	0.00	Lifetime	30,980

INCENTIVE AND SAVINGS BREAKDOWN (NATURAL GAS)					
Estimated Measure Incentive Breakdown		**Estimated Natural Gas Savings**			
Installation (80%)	$1,286.40	**Demand**	**CCF/day**	**Energy**	**CCF**
Measure Verification (20%)*	$321.60	Winter Peak Day	4.07	Annual	268
Total	**$1,608.00**			Lifetime	2,680

*Measure Verification: The Participant or the Participant's design professional shall sign below stating that they have satisfied themselves that the CO2 sensors and their control(s) listed above are performing as intended. By signing, the Participant assures:

- They have verified correct system installation. This includes any sensors, control devices, and electrical isolation equipment required for correct automated operation.
- They have verified correct outside air damper modulation in response to sensor readings.
- Verification that the Participant's representative and/or operator has been instructed in the proper start-up, operation and maintenance of the equipment.

Participant's Name (Printed)	Participant's Signature (after installation)	Date of Signature
Title of Participant	Company of Participant	Date of Completed Work

EVERSOURCE

Measure 6 of 6:
Multi-End Use Incentive

Exhibit A
Chase Building
Energy Efficiency Services Project #: CT26P03181319
June 29, 2026

Measure Number 6 of 6: Multi-End Use Incentive

Requirements: project includes a minimum of 3 end uses. End use is defined as Gas or Electric, impacting Heating, Cooling, Lighting, Process, Domestic Water Heating, Refrigeration, and/or Motors & Drives. If eligible, this incentive will be added after all savings analyses are completed. The multi-end use incentive is $0.10k/kWh saved and/or $1.00/CCF saved, capped at $20,000.

Savings Categories	Annual Savings (kWh or CCF)
Lighting (kWh)	74,675
Cooling (kWh)	12,062
Non-HP Heating (kWh)	0
Non-HP Heating (CCF)	2133
Heat Pumps (kWh)	-
Heat Pumps (CCF)	0
Domestic Water Heating (CCF)	65
Domestic Water Heating (kWh)	0
Kitchen Equipment (kWh)	0
Kitchen Equipment (CCF)	0
Refrigeration	0
Process (kWh)	0
Process (CCF)	0
Motors & Drives (kWh)	0
Motors & Drives (CCF)	0

Total Estimated Multi-End Use Electric Incentive:	$	8,673.70
Total Estimated Multi-End Use Gas Incentive:	$	2,198.00
Total Estimated Multi-End Use Incentive:	$	10,871.70

The incentive offered for this measure is based on information provided by the customer or their authorized representative. If upon final inspection there are any changes to the measure, the incentive may be recalculated based on installed equipment and the Company's review. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

Minimum Requirements Document

Customer	The City of Waterbury	**Electric Utility**	Eversource	**Project #**	
Facility	Chase Building	**Gas Utility**	Eversource	**Project #**	

This Minimum Requirements Document ("MRD") states the minimum equipment specifications and operational requirements of the energy saving equipment and system(s) planned for the project identified above per the project's design documents. Equipment and systems shall be installed per the minimum requirements in this document to ensure that the demand and energy savings estimated in the engineering analysis/energy model are realized. Upon construction completion, Program Administrators will verify that these minimum requirements are met before making incentive payments. Verification may include a physical post inspection walk through and review of documents and trend data identified in these MRDs.

The Energy Conservation Measures (ECMs) in this project provide electric savings (as applicable). The ECMs and associated savings are listed in the table below. A separate detailed MRD for each ECM follows on subsequent pages.

	Applicability	
ECM	**Electric**	**Gas**
ECM 1: Glazed Window Assemblies	☒	☒
ECM 2: Interior Lighting	☒	☐
ECM 3: Chillers	☒	☐
ECM 4: Energy Recovery	☒	☐
ECM 5: Demand Control Ventilation	☐	☒

In the event there are to be changes to the equipment and systems described in these MRDs, customers must notify the Program Administrators of the expected changes prior to the equipment purchase and installation, as the change in design and operation may affect the available incentive and anticipated energy savings.

Technical Representative	**Pre-Installation**		**Post-Installation**	
	Signature	Date	Signature	Date
Customer				
Electric PA	Nicole Kosieradzki	6/18/2026		
Gas PA	Jacqueline Morley	6/29/2026		

Minimum Requirements Document

Customer	The City of Waterbury	**Electric Utility**	Eversource	**Project #**	
Facility	Chase Building	**Gas Utility**	Eversource	**Project #**	

ECM 1: Glazed Window Assemblies

Yes/No checkboxes are intended for use as program administrator's post-installation inspection record (check one).

EQUIPMENT: *Provide a list of equipment or materials installed as part of this project. Include equipment counts, HP, kW, efficiency and capacity ratings, rating conditions, location of controls hardware, etc.*

	Project Design Intent	Post Inspection Findings
Yes ☐ No ☐	1. Install approximately 7,942 ft² of metal framed exterior double framed window assemblies. The glass shall be glazed with low-E coating and argon fill. The basis of design shall be Vitro Architectural Glass; Solarban 60. The windows shall have an average center-of-glass U-value of ≤ U-0.29 and SHGC of 0.38.	

SEQUENCES OF OPERATION: *Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc.) or any other required operating parameters. Describe requirements separately.*

Yes ☐ No ☐	2. N/A	

DOCUMENTATION: *List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.*

Yes ☐ No ☐	3. Provide documentation (invoices, etc.) of all material, labor, and engineering costs as applicable to document the total installed project costs.	
Yes ☐ No ☐	4. Provide approved submittals/specification sheets for the equipment included above and quantities.	

POST INSTALLATION VERIFICATION: *Provide a list of controls and monitoring capabilities required to verify proper system operation. Trends should document operational sequences, set points and scheduling of equipment as described in TA Study.*

Yes ☐ No ☐	5. Provide safe access for Eversource to perform a post inspection.	

OTHER REQUIREMENTS: *Describe any requirements for demolition, removal, etc. of existing equipment.*

Yes ☐ No ☐	6. N/A	

Minimum Requirements Document

Customer	The City of Waterbury	**Electric Utility**	Eversource	**Project #**	
Facility	Chase Building	**Gas Utility**	Eversource	**Project #**	

ECM 2: Interior Lighting

Yes/No checkboxes are intended for use as program administrator's post-installation inspection record (check one).

EQUIPMENT: *Provide a list of equipment or materials installed as part of this project. Include equipment counts, HP, kW, efficiency and capacity ratings, rating conditions, location of controls hardware, etc.*

	Project Design Intent	Post Inspection Findings
Yes ❑ No ❑	1. Install an interior lighting design comprised of new LED fixtures. The maximum whole building lighting power density shall be no greater than ≤ 0.30 W/ft². The lighting layout shall match the 100% CD Electrical Drawing Set (sheet EL1.0 - EL1.4 - dated 1/30/2026). Quantities of each fixture type are listed below. Fixture wattages are based on the lighting fixture schedule. The basis of design fixture models are included as a reference. Alternate fixtures with comparable wattages will be accepted	

Tag	Fixture Model	Watts	Count
F	MPS-4-9-35-TBD-TBD-TBD	40	104
A	LCAT22-S LCAT22-S-9-35-L031-G-ED1-U-ELL14	21.5	535
D6	LTR-6RD-H-SL-10L-DM1-9-MD	12	83
SW	ARWLED-1000-80-35-S-4-W-UNV-B	32	7
SC	ARWLED-1000-80-35-S-6-W-UNV-B	48	9
D4	LTR-4RD-H-SL-10L-DM1-9-MD	12	36
LP12	2L-P-ID-STD-##-TBD-DRP-TBD-35K9-IO35-D100-D01-UNV-FA1	29.4	3
B	LCAT24-9-S-35-L042-G-ED-U	28.1	15
M	LCAT22-35MWSM-EDU	15.5	2
LP4	2L-P-ID-STD-##-TBD-DRP-TBD-35K9-IO35-D100-D01-UNV-FA1	9.8	1
A1	LCAT22-S-9-35-L036-G-ED1-U-ELL14	25.3	21

SEQUENCES OF OPERATION: *Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc.) or any other required operating parameters. Describe requirements separately.*

Yes ❑ No ❑	2. N/A	

DOCUMENTATION: *List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.*

Yes ❑ No ❑	3. Provide documentation (invoices, etc.) of all material, labor, and engineering costs as applicable to document the total installed project costs.	
Yes ❑ No ❑	4. Provide approved submittals/specification sheets for the equipment included above and quantities.	

POST INSTALLATION VERIFICATION: *Provide a list of controls and monitoring capabilities required to verify proper system operation. Trends should document operational sequencs, set points and scheduling of equipment as described in TA Study.*

Yes ❑ No ❑	5. Provide safe access for Eversource to perform a post inspection.	

OTHER REQUIREMENTS: *Describe any requirements for demolition, removal, etc. of existing equipment.*

Yes ❑ No ❑	6. N/A	

Minimum Requirements Document

Customer	The City of Waterbury	**Electric Utility**	Eversource	**Project #**	
Facility	Chase Building	**Gas Utility**	Eversource	**Project #**	

ECM 3: Chillers

Yes/No checkboxes are intended for use as program administrator's post-installation inspection record (check one).

EQUIPMENT: *Provide a list of equipment or materials installed as part of this project. Include equipment counts, HP, kW, efficiency and capacity ratings, rating conditions, location of controls hardware, etc.*

	Project Design Intent	Post Inspection Findings
Yes ❑ No ❑	1. Install (1) air cooled 172.5-ton chiller with cooling performance to match or exceed the following values • EER: 9.94 • IPLV: 17.02 The basis of design chiller model is Trane ACSA200.	

SEQUENCES OF OPERATION: *Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc.) or any other required operating parameters. Describe requirements separately.*

Yes ❑ No ❑	2. N/A	

DOCUMENTATION: *List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.*

Yes ❑ No ❑	3. Provide documentation (invoices, etc.) of all material, labor, and engineering costs as applicable to document the total installed project costs.	
Yes ❑ No ❑	4. Provide approved submittals/specification sheets for the equipment included above and quantities.	

POST INSTALLATION VERIFICATION: *Provide a list of controls and monitoring capabilities required to verify proper system operation. Trends should document operational sequences, set points and scheduling of equipment as described in TA Study.*

Yes ❑ No ❑	5. Provide safe access for Eversource to perform a post inspection.	

OTHER REQUIREMENTS: *Describe any requirements for demolition, removal, etc. of existing equipment.*

Yes ❑ No ❑	6. N/A	

Minimum Requirements Document

Customer	The City of Waterbury	**Electric Utility**	Eversource	**Project #**	
Facility	Chase Building	**Gas Utility**	Eversource	**Project #**	

ECM 4: Energy Recovery

Yes/No checkboxes are intended for use as program administrator's post-installation inspection record (check one).

EQUIPMENT: *Provide a list of equipment or materials installed as part of this project. Include equipment counts, HP, kW, efficiency and capacity ratings, rating conditions, location of controls hardware, etc.*

	Project Design Intent	Post Inspection Findings
Yes ☐ No ☐	1. Install (3) DOAS units which shall provide ventilation to the building and shall include exhaust air energy recovery wheels with enthalpy recovery ratio that meets or exceeds the values in the table below	

Unit Tag	Model	OA CFM	Enthalpy Recovery Ratio	
			Winter	Summer
DOAS-1	V3-DLB	4,200	65%	62%
DOAS-2	V3-DRB	3,600	73%	71%
DOAS-3	V3-CRB	2,000	75%	76%

SEQUENCES OF OPERATION: *Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc.) or any other required operating parameters. Describe requirements separately.*

Yes ☐ No ☐	2. The energy recovery wheels shall operate as the first stage of heating/cooling.	

DOCUMENTATION: *List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.*

Yes ☐ No ☐	3. Provide documentation (invoices, etc.) of all material, labor, and engineering costs as applicable to document the total installed project costs.	
Yes ☐ No ☐	4. Provide approved submittals/specification sheets for the equipment included above and quantities.	

POST INSTALLATION VERIFICATION: *Provide a list of controls and monitoring capabilities required to verify proper system operation. Trends should document operational sequences, set points and scheduling of equipment as described in TA Study.*

Yes ☐ No ☐	5. Provide safe access for Eversource to perform a post inspection.	
Yes ☐ No ☐	6. Provide at least 2 weeks of trend data in 15-minute intervals for the following points each DOAS unit • Outside air temperature (°F) • Return air temperature (°F) • Wheel discharge air temperature (°F) • OA/Supply air flow (CFM) • Exhaust air flow (CFM)	

OTHER REQUIREMENTS: *Describe any requirements for demolition, removal, etc. of existing equipment.*

Yes ☐ No ☐	7. N/A	

Minimum Requirements Document

Customer	The City of Waterbury	**Electric Utility**	Eversource	**Project #**	
Facility	Chase Building	**Gas Utility**	Eversource	**Project #**	

ECM 5: Demand Control Ventilation

Yes/No checkboxes are intended for use as program administrator's post-installation inspection record (check one).

EQUIPMENT: *Provide a list of equipment or materials installed as part of this project. Include equipment counts, HP, kW, efficiency and capacity ratings, rating conditions, location of controls hardware, etc.*

	Project Design Intent	Post Inspection Findings
Yes ❑ No ❑	1. DOAS units supply airflow shall be controlled by zone CO_2 sensors. The units shall modulate the supply airflow between minimum and maximum setpoints to maintain space CO_2 concentrations in the spaces. This shall apply to DOAS units 1, 2, and 3.	

SEQUENCES OF OPERATION: *Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc.) or any other required operating parameters. Describe requirements separately.*

Yes ❑ No ❑	2. CO_2 concentrations shall be determined by polling all spaces with CO_2 sensors within zones served by the DOAS unit and using the highest CO_2 as the controlling point.	
Yes ❑ No ❑	3. If the highest CO_2 concentration is above the CO_2 threshold (basis of design is 1,100 ppm) then the DOAS unit shall operate at it's design airflow. The design airflow shall be based on the occupant and space area ventilation requirements	
Yes ❑ No ❑	4. If the highest CO_2 concentration is below the CO_2 threshold (basis of design is 1,100 ppm) then the DOAS unit shall operate at it's minimum airflow. The minimum airflow shall be based on the space area ventilation requirement. The modeled minimum supply airflow is 50% of the design airflow.	
Yes ❑ No ❑	5.	

DOCUMENTATION: *List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.*

Yes ❑ No ❑	6. Provide documentation (invoices, etc.) of all material, labor, and engineering costs as applicable to document the total installed project costs.	
Yes ❑ No ❑	7. Provide approved submittals/specification sheets for the equipment included above and quantities.	

POST INSTALLATION VERIFICATION: *Provide a list of controls and monitoring capabilities required to verify proper system operation. Trends should document operational sequences, set points and scheduling of equipment as described in TA Study.*

Yes ❑ No ❑	8. Provide safe access for Eversource to perform a post inspection.	
Yes ❑ No ❑	9. Provide at least 2 weeks of trend data in 15-minute intervals for the following points for DOAS 1-3. • DOAS damper position • DOAS OA flow (CFM) • DOAS supply fan speed (%) • Space CO_2 (ppm)	

OTHER REQUIREMENTS: *Describe any requirements for demolition, removal, etc. of existing equipment.*

Yes ❑ No ❑	10. N/A	

Waterbury Board of Education

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

Elizabeth C. Brown
President

November 5, 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 rescheduled regular meeting of November 12, 2026, of Amendment Two (2) to the Professional Services Agreement with SLR International Corporation (RFP 8241) for On-Call Environmental Services and AHERA Inspection.

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: October 28, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Amendment #2 to the Professional Services Agreement for On-Call Environmental Services and AHERA Inspection with SLR International Corporation

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The Education Department respectfully requests approval of Amendment No. 2 to the professional services agreement between the City of Waterbury and SLR International Corporation for on-call environmental services and Asbestos Hazard Emergency Response Act (AHERA) inspections under Request for Proposal (RFP) No. 8241.

The original agreement, effective February 13, 2025, was established for on-call environmental services and AHERA inspections. The agreement provides for required six-month asbestos surveillance inspections, three-year AHERA re-inspections, and updates to asbestos management plans to support compliance with applicable requirements.

Amendment No. 1 established a three-year contract term commencing January 1, 2025, through June 30, 2028, and increased the agreement by $15,000, bringing the total to $39,500.

Amendment No. 2 proposes an additional **$24,000 Owner Controlled Contingency Allowance (OCCA)** to fund extended services related to radon testing at all schools in the Waterbury School District. This amendment increases the total not-to-exceed agreement amount from $39,500 to **$63,500**.

The contingency allowance will be used only for radon testing services determined necessary and ordered by the City. All use must be authorized in writing in advance through an OCCA Change Order form acceptable to the City. Costs will be approved by the School Inspector or designee and agreed upon by the City and the firm in advance. Any unused contingency funds will be credited back to the City at project closeout. The amendment does not extend the contract term or increase the total compensation beyond the approved amount.

Agreement Summary

- **Original Agreement:** $24,500
- **Amendment No. 1:** $15,000
- **Amendment No. 2 – OCCA:** $24,000
- **Total Not-to-Exceed Amount:** $63,500

Funding Source: General Fund
Contract Term: January 1, 2025, through June 30, 2028
Project Oversight: School Inspector

Approval of Amendment No. 2 will provide the district with a controlled funding mechanism to address necessary radon testing services while supporting environmental health, safety, and regulatory compliance across Waterbury Public Schools.

Thank you for your consideration.

AMENDMENT NUMBER 2
TO THE
PROFESSIONAL SERVICES AGREEMENT
RFP NO. 8241
FOR
ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION
BETWEEN
THE CITY OF WATERBURY
AND
SLR INTERNATIONAL CORPORATION

THIS AMENDMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the City of Waterbury, with a municipal office located at 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and SLR International Corporation f/k/a Milone & McBroom, Inc., with a business address of 99 Realty Drive, Cheshire, Connecticut 06410, a State of Connecticut duly registered domestic corporation (the "Firm").

WHEREAS, the parties hereto executed a Professional Services Agreement, effective as of February 13, 2025 (the "Agreement") for on call environmental and AHERA inspection services as solicited in RFP 8241 (the "Project"); and,

WHEREAS, on November 19, 2025, the parties hereto executed an amendment to the Agreement referred to as Amendment Number 1, which established a three (3) year term for the Agreement that commenced on January 1, 2025 and continues through June 30, 2028, and added the amount of $15,000.00 to the Agreement; and,

WHEREAS, the parties desire to further amend certain provisions of the Agreement, as amended by Amendment Number 1, to add an Owner Controlled Contingency Allowance in the amount of $24,000.00 for extended services related to the radon testing of all schools in the Waterbury School District;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, **THE PARTIES AGREE AS FOLLOWS**:

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

2. The parties hereto agree to amend the Agreement to include an Owner Controlled Contingency Allowance in the amount of $24,000.00, increasing the total not to exceed fee payable to the Firm from $39,500.00 to $63,500.00 as provided below.

3. Section 6.1 of the Agreement, as amended by Amendment Number 1, is deleted in its entirety and replaced with the following text:

"6.1 Fee Schedule. The fee payable to the Firm shall not exceed SIXTY-THREE THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS ($63,500.00) and shall be in accordance with the Firm's revised cost proposal dated November 7, 2024, which was included in Attachment A to the Agreement, and as provided below:

$24,500.00……(original Agreement scope)
$15,000.00……(Amendment 1 scope)
$24,000.00……(Owner Controlled Contingency Allowance)

In no event shall the cost of the Project exceed the fee set forth above."

4. **Owner Controlled Contingency Allowance**. The following text shall be added to the original Agreement:

"Section 6.1.1 An Owner Controlled Contingency Allowance ("OCCA") is being provided in the Agreement to provide an account for radon testing services found necessary by and ordered done by the City. Use of the OCCA shall be authorized in writing in advance by the City in an OCCA Change Order form acceptable to the City. Determination of amounts to be paid for work under this OCCA shall be on a time and expense basis as approved by the City School Inspector, or his designee. Determination of amounts to be paid for work under this OCCA shall be agreed to in advance by the Firm and City School Inspector and shall not exceed amounts established in the OCCA. At project closeout, unused amounts remaining in the OCCA shall be credited to the City by Final Change Order (as part of and so documented in Firm's final payment request). In no instance shall payments made pursuant to this OCCA 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 must be by a duly authorized and executed Contract amendment in accordance with Section 25 of the Agreement."

5. Other than as amended herein, all other terms, condition and provisions of the Agreement and Amendment Number 1 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 Number 2 on the date signed below.

WITNESSES:

_____
Print name:

_____
Print name:

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr.
Its Mayor, duly authorized

Dated:_____

WITNESSES:

_____
Print name:

_____
Print name:

SLR INTERNATIONAL CORPORATION

By: _____

Its_____, duly authorized

Dated:_____

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: November 5, 2026

To: Mr. Michael DiGiovancarlo
President, Board of Aldermen

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

From: Michael LeBlanc, Director of Finance & WPC Primary Representative MJL
Denis Cuevas, Business Manager, JACOBS

Re: Service Agreement for Sanitary Sewer Evaluation Survey CCTV And Multi-Sensor Inspection of Large Diameter (18 inch to 72 inch) Sanitary Sewers between The City of Waterbury and RedZone Robotics, Inc.

Kindly give favorable consideration by approving the above referenced Service Agreement for Sanitary Sewer Evaluation Survey CCTV and Multi-Sensor Inspection of Large Diameter (18 inch to 72 inch) Sanitary Sewers between the City of Waterbury and RedZone Robotics, Inc. in the amount of $1,185,850 which includes an Owner Controlled Contingency in the amount of $200,000.

The scope of work involves performing sewer pipe inspection of larger diameter sanitary sewers using both larger CCTV transporter units (generally for use in sewer pipes up to and including 36-inch diameter) and multi-sensor inspection units (generally for use in sewer pipes greater than 36-inch diameter) as indicated in the Map Package. The total length of pipes with diameters 18 inches or greater requiring inspection is approximately 88,000 LF and the existing 72-inch reinforced concrete pipe (RCP) is approximately 1,100 feet in length that contains a 15-inch sanitary sewer installed along the invert of the larger pipe.

This contract was initiated under the Request for Proposal process (RFP No. 8666). Interviews were held with RedZone Robotics and Duke's Root Control who provided a brief description of their company history, similar project experience, and proceeded to describe their approach to the project. Each firm presented a preliminary schedule of inspection activities including mobilization, pipeline assessment and MSI capabilities. RedZone Robotic Inc. additionally provided a revised approach intended to maximize assessment coverage and minimize upfront cost with cleaning and bypass pumping.

RedZone Robotics shall complete all work and services required under this Contract within One Hundred Fifty (150) consecutive calendar days of the City's written Notice to Proceed.

RedZone Robotics Inc. has more than 30 years' experience, reporting over 100 million linear feet of condition assessment data in over 500 cities with advanced pipeline assessment and MSI technology of digital CCTV, Sonar profiling and lase/LIDAR profiling. RedZone Robotics demonstrated understanding of the project requirements, relevant experience, detailed project

approach, inspection schedule, advance technologies and ultimately the proposed lowest cost bid were significant factors in the Selection Committee's decision recommending the contract be awarded to RedZone Robotics Inc. of Warrendale, PA.

Please note further, that one "record copy" of the Agreement Documents (including Scope of Work, General Conditions, Special Conditions and CCTV Inspection Map Package), the contract and all related attachments has been placed on file with the City's Clerk Office. Lastly, please be advised that Jacobs Engineering Group will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 10/30/2026**

To: **Denis Cuevas**
Water Department

Subject: Tax Clearance

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

RedZone Robotics, Inc.
Dave Petrosky
195 Thornhill Rd. Sk. 110
Warrendale, PA 15086

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

Very truly yours,

Cassie Gorman

CMG/wmf

Cassie M. Gorman, CCMC
Tax Collector
City of Waterbury

SERVICES AGREEMENT

for

Sanitary Sewer Evaluation Survey CCTV And Multi-Sensor Inspections of Large Diameter (18 inch to 72 inch) Sanitary Sewers

between

The City of Waterbury, Connecticut
and
REDZONE ROBOTICS, INC.

THIS AGREEMENT (the "Agreement" or "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 REDZONE ROBOTICS, INC., located at 91 43RD ST, PITTSBURGH, PA, 15201, a State of Connecticut duly registered foreign corporation (DE) (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8666** for **Sanitary Sewer Evaluation Survey CCTV And Multi-Sensor Inspections of Large Diameter (18 inch to 72 inch) Sanitary Sewers**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8666;** and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of **Sanitary Sewer Evaluation Survey CCTV And Multi-Sensor Inspections of Large Diameter (18 inch to 72 inch) Sanitary Sewers** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract**. Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8666** (incorporated by reference);

1.1.2 **City's RFP No. 8666** Addenda #1, dated July 15, 2026, and consisting of 1 page (attached hereto);

1.1.3 **City's RFP No. 8666** Addenda #2, dated July 28, 2026, and consisting of 8 pages (attached hereto);

1.1.4 Consultant's 100 page response to **RFP No. 8666** dated August 5, 2026, Consultant's 2 page Price Proposal, dated August 3, 2026, October 14, 2026 letter from Kevin McCaffery, consisting of 1 page and 2 page attached Revised Price Proposal Form, Consultant's 2 page Revised Price Proposal, dated October 19, 2026, and Consultant's 2 page Best and Final Offer, dated October 19, 2026 (all attached hereto);

1.1.5 Scope of Work for RFP No. 8666, prepared by Jacobs Engineering, dated June 26, 2026, and consisting of 23 pages (attached hereto);

1.1.6 Appendix A. Revised CCTV Investigation Map Package, consisting of 29 pages (attached hereto);

1.1.7 General Conditions, consisting of 34 pages, (attached hereto);

1.1.8 Special Conditions, consisting of 20 pages, (attached hereto);

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

1.1.10 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.11 Consultant's Performance and Payment Bonds (attached hereto);

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

1.1.13 All permits and licenses (incorporated by reference); and

1.1.14 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference)

1.2. The entirety of **Attachment A** plus this executed instrument are together

deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 **RFP No. 8666** Addenda
1.2.5 Consultant's 2 page Best and Final Offer dated October 19, 2026
1.2.6 **RFP No. 8666** Documents not otherwise included in 1.2.1-1.2.5 above

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly

stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables,

workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Consultant shall deliver monthly written reports to the City's Project Engineer, Jacobs Engineering Group, Inc. setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(v)** any and all additional useful and/or relevant information. Each report shall be signed by an employee of the Consultant acceptable to the City.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract within **One Hundred Fifty (150) consecutive calendar days** of issuance of the City's written Notice to Proceed and in accordance with the following Project Milestones (all hereinafter referred to as "Contract Time"):

Project Milestone #1 - (Complete 18"-36" CCTV Investigation Map Package up to 48,000 linear feet within **one hundred twenty (120) consecutive calendar days** of issuance of the City's written Notice to Proceed)

Project Milestone #2 - Complete 39"-60" CCTV Investigation Map Package up to 40,000 linear feet within **one hundred twenty (120) consecutive calendar days** of issuance of

the City's written Notice to Proceed)

Project Milestone #3 - Complete 72" (15" carrier pipe) CCTV Investigation Map Package up to 1,100 linear feet within **one hundred twenty (120) consecutive calendar days** of issuance of the City's written Notice to Proceed)

5.1. Delay Damages

5.1.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Consultant 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 Consultant and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.1.1.1 The Consultant shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Cents ($500.00)** per calendar day for each and every calendar day for which the Consultant 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.

5.1.1.2 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 Consultant under this Contract. The Consultant understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.2. No Damage for Delay

In no event shall the Consultant 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 Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($1,185,850.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Consultant's Best and Final Price Offer, dated October 19, 2026", which is summarized below:

i. $ 24,750.00….....(Mobilization and Demobilization)
ii. $ 468,000.00….....(Sewer Main CCTV 18"–36" diameter (Light Cleaning to be included within below OCCA))
iii. $ 390,000.00….....(Sewer Main MSI Inspection (39"–60" diameter))
iv. $ 14,975.00….....(Manual inspections of 72" (15" carrier pipe) pipe)
v. $ 13,125.00….....(Pole Camera Inspections)
vi. $ 75,000.00….....(Traffic Control Allowance (for approved police details and/or flaggers, direct costs only with no mark-up))
vii. $ 0.00….....(Bypass Flow Handling to be included within below OCCA)

And, an Owner Controlled Contingency Allowance of $200,000 (only to be used with prior written approval of the WPC Primary Representative, or his designee).

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The

Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8666** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contract Bonds. The Consultant 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 through Final Completion of this Contract.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City

shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as

to any award made thereunder.

8.6. In the event this Agreement and/or the Consultant's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

$1,000,000.00 each Occurrence

$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 Combined Single Limit 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..

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers Liability (EL):

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances

9.4.5 Contractor's Pollution Liability Insurance:

$1,000,000.00 each Occurrence/Claim
$1,000,000.00 Aggregate

There will be no exclusion for Hazardous Materials, including Asbestos and Lead

9.4.6 Professional Liability/Errors and Omissions Insurance:

$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

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

9.7. Certificates of Insurance: The Consultant's Insurance policies shall be endorsed to add the City and CH2M HILL Engineers, Inc. (a wholly owned subsidiary of Jacobs Engineering Group Inc.) as an additional insured on all lines except Worker's Compensation and will include a waiver of subrogation on all lines. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and CH2M HILL Engineers, Inc. (a wholly owned subsidiary of Jacobs Engineering Group Inc.) are listed as Additional Insured on a primary and non-contributory basis on all lines of coverage 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. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies).

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

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

9.10 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Consultant agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of

payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in

sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

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

13. Termination.

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

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to

the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to

liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

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

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

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a

conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8666** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8666**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: REDZONE ROBOTICS, INC.
91 43RD ST
PITTSBURGH, PA 15201

City: City of Waterbury
Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor

Waterbury, Connecticut 06702

With a copy to:

City of Waterbury
WPC Primary Representative
210 Municipal Road
Waterbury, Connecticut 06708

and

Jacobs Engineering Group, Inc.
210 Municipal Road
Waterbury, Connecticut 06708

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

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

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary

source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

_____

By:_____

Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8666** (incorporated by reference);

1.1.2 **City's RFP No. 8666** Addenda #1, dated July 15, 2026, and consisting of 1 page (attached hereto);

1.1.3 **City's RFP No. 8666** Addenda #2, dated July 28, 2026, and consisting of 8 pages (attached hereto);

1.1.4 Consultant's 100 page response to **RFP No. 8666** dated August 5, 2026, Consultant's 2 page Price Proposal, dated August 3, 2026, October 14, 2026 letter from Kevin McCaffery, consisting of 1 page and 2 page attached Revised Price Proposal Form, Consultant's 2 page Revised Price Proposal, dated October 19, 2026, and Consultant's 2 page Best and Final Offer, dated October 19, 2026 (all attached hereto);

1.1.5 Scope of Work for RFP No. 8666, prepared by Jacobs Engineering, dated June 26, 2026, and consisting of 23 pages (attached hereto);

1.1.6 Appendix A. Revised CCTV Investigation Map Package, consisting of 29 pages (attached hereto);

1.1.7 General Conditions, consisting of 34 pages, (attached hereto);

1.1.8 Special Conditions, consisting of 20 pages, (attached hereto);

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

1.1.10 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.11 Consultant's Performance and Payment Bonds (attached hereto);

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

1.1.13 All permits and licenses (incorporated by reference); and

1.1.14 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference)

ATTACHMENT A

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

July 15, 2026

RFP 8666 CCTV and Multi-Sensor Inspections of large Diameter (18-inch to 72-inch) Sanitary Sewer Pipes

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 #8666**.
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.

The Contract Documents are hereby amended as follows:

1) The Clarification Deadline is now extended to July 24, 2026 at 2:00PM.
2) Answers will be posted by 2:00PM on July 28, 2026.
3) The deadline to submit proposals is now August 5, 2026 at 11:00AM.

Please refer to the question and answer below.

Question: We noted there is no prebid meeting. Is it possible to have permission to do site walks ahead of the bid to determine accessibility and traffic control needs?
Answer: The walk-through should be done on your own; your company representative should visit the areas within the public rights of way since permission into private property is not granted. Since more time may be needed to visit each location, the question/answer and due dates have been adjusted (see above).

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

July 28, 2026

RFP 8666 CCTV and Multi-Sensor Inspections of large Diameter (18-inch to 72-inch) Sanitary Sewer Pipes

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 2 shall be part of the Contract Documents for the above referenced **RFP #8666**.
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.

The Contract Documents are hereby amended as follows:

Please refer to the questions and answers below.

Question: Could you please provide a pipe list with lengths, diameters and street reference?
Answer: Please refer to the attached table containing this information. Please note the data in the table is based on available GIS data and its accuracy is not guaranteed. Contractor shall have no basis for a claim if pipe size, material, inverts, rims, and connectivity in the field differ from the information shown on the maps and tables.

Question: The RFQ states that the 72" has a 15" sewer line in it. Could you provide any plans or pictures to better understand the configuration?
Answer: See attached plan records of the existing 72” sewer on Orange Street. The 15” sewer is reportedly resting on the bottom of the 72” pipe. During the crewed entry of the 72” existing sewer, the Contractor will also collect existing information on the connectivity of the larger and smaller sewer, including with structures at both ends of the pipes, as well as gather condition assessment related information.

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Question: Could you please specify the requirements for the Multi sensor Inspections.
Answer: Multi-Sensor inspection requirements are described in Section G of the Scope of Work document appended to the back of the RFP.

Question: Please specify which sensors (2D/3D LiDAR, Sonar, HD-CCTV) etc. and any file formatting requirements.
Answer: Multi-Sensor inspection requirements are described in Section G of the Scope of Work document appended to the back of the RFP.

Question: Could you please provide the available work hours?
Answer: Refer to Article 3.2 of the Draft Services Agreement included as Attachment B to the Request for Proposals. Note however that the Multi-Sensor inspection requirements described in Section G of the Scope of Work document appended to the back of the RFP specify conducting Multi-Sensor inspections outside of standard working hours of 7:00 AM to 5:00 PM so that those inspections occur during low flow periods. All work during non-working hours shall be coordinated with the City.

Question: Can you confirm there are no liquidated damages for this project?
Answer: Delay Damages are described in Article 5.1 of the Draft Services Agreement included as Attachment B to the Request for Proposals.

Question: RFP page 11 Section Q says prevailing wages not applicable but in paragraph below it says prevailing wage rates apply- please confirm & provide rates if applicable. / Can you confirm if Prevailing Wages are required for this project? Item Q on page 13 says "not applicable," but prevailing wages are mentioned as required several times throughout the document.
Answer: State of CT prevailing wages are “NOT APPLICABLE” to this project as indicated in RFP page 11 Section Q.

Question: Is a bid bond required for this project? If so, do you have a specific bond form?
Answer: Refer to Section O (Bid Bond) on page 11 of the Request for Proposal. Also refer to Addendum No. 1.

Question: Could you please provide detailed information regarding how equipment access is intended to be achieved for the structures located adjacent to the river? During our site walk, it appeared that no reasonable access route exists due to the steep grades and limited approach areas due to the river. At this time, we cannot identify a safe or practical method for mobilizing the necessary equipment into the work zone.
Answer: The selected Contractor or its subcontractor will employ reasonable methods to gain access to the work areas as required (e.g., mower/brush hogs, skid steer or mini excavators to remove brush and/or perform light earthwork, etc.). For areas that cannot be accessed without the use of heavy earthwork equipment, the Contractor shall first use high resolution pole cameras, specified in Section F of the Scope of Work document appended to the back of the RFP, to perform an initial screening of the pipes located in those inaccessible areas. The results

of the high resolution pole camera will be used to determine if further CCTV or MSI investigations are justified. If further investigations are justified, the City, Project Engineer and selected Contractor will coordinate to determine if Extra Work involving heavier earthwork should be performed to gain access to those areas.

Question: Could you Provide a plan holders list.
Answer: Please see attached.

Question: Will light cleaning of sewers prior to CCTV be paid for separately?
Answer: No, light cleaning is considered incidental to the work and payment is deemed included in the unit price bid for CCTV inspection.

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

18" - 36" PIPES

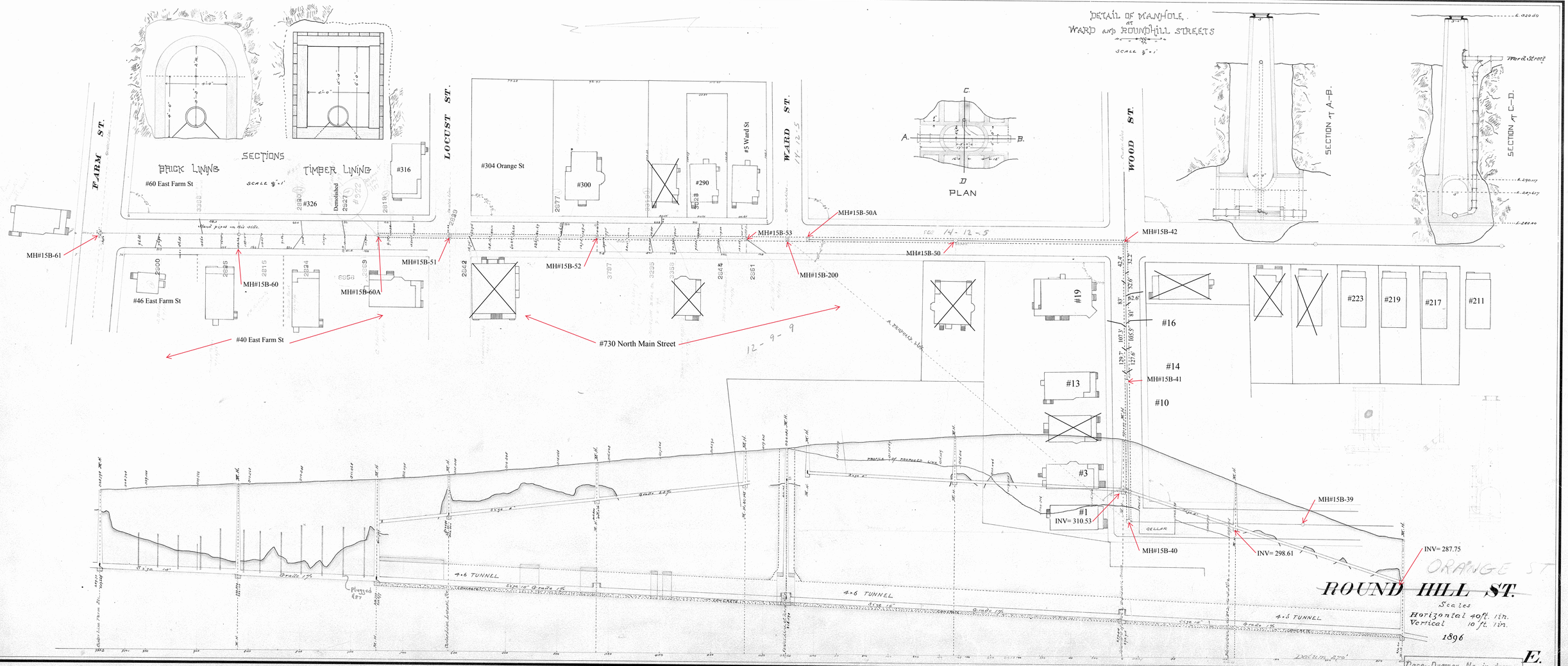
OBJECTID *	SHAPE *	PIPE_ID	SUBAREA	MH_FROM	MH_TO	STREET	INTERCEPTOR	INTER_PIPE	OWNER	PIPE_TYPE	PIPEDIAMETER	PIPEMATERIAL	PIPEYEAR	PIPESLOPE	PIPE_INV_UP	PIPE_INV_DN	SHAPE_Length	RFP
1491	Polyline	33C-86-33C-85	33C	33C-86	33C-85	Willow St	Main Carrier		City	Gravity (City)	18	VCP	1892	2	142.165	139.44	136.215313	Yes
1492	Polyline	33C-85-33C-84	33C	33C-85	33C-84	Meadow St	Main Carrier		City	Gravity (City)	18	VCP	1903	2	139.44	138.06	69.320757	Yes
1493	Polyline	33C-84-33C-83	33C	33C-84	33C-83	Meadow St	Main Carrier		City	Gravity (City)	18	VCP	1903	3.4	138.06	123.89	269.140759	Yes
3109	Polyline	15B-2-13-4C	15B	15B-2	13-4C	Brass Mill Dr	Mad River Interceptor		City	Gravity (City)	18	VCP	1952	0.9	156.22	154.62	224.838753	Yes
5777	Polyline	33C-93-33C-92	33C	33C-93	33C-92	Willow St	Main Carrier		City	Gravity (City)	18	VCP	1903	6	155.38	151.8	59.651497	Yes
2499	Polyline	25B-1-44-MC97	44	25B-1	44-MC97	Easement	Main Carrier		City	Gravity (City)	20	VCP	1938	0.6	0	0	178.593565	Yes
3110	Polyline	15B-7-15B-2	15B	15B-7	15B-2	East Main St	Mad River Interceptor		City	Gravity (City)	20	VCP	1886	0.4	157.112	156.527	45.683446	Yes
3360	Polyline	17A-84-17A-62	17A	17A-84	17A-62	Washington St	Main Carrier		City	Gravity (City)	20	VCP	1901	4	194.206	188.206	149.686481	Yes
5828	Polyline	23X-SB32-23X-SB31	23X	23X-SB32	23X-SB31	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	21	RCP	1959	1	145.709	143.865	184.030733	Yes
5829	Polyline	23X-SB33-23X-SB32	23X	23X-SB33	23X-SB32	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	21	RCP	1956	1	149.082	145.709	337.02427	Yes
5908	Polyline	23X-SB35-23X-SB34	23X	23X-SB35	23X-SB34	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	21	RCP	1956	1	155.889	152.524	337.118815	Yes
5909	Polyline	23X-SB36-23X-SB35	23X	23X-SB36	23X-SB35	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	21	RCP	1959	1	159.184	155.889	327.717035	Yes
3575	Polyline	36-91-36-90	36	36-91	36-90	Easement	Main Carrier		City	Gravity (City)	24	RCP	1963	<Null>	0	0	272.305107	Yes
3576	Polyline	36-90-36-89	36	36-90	36-89	Easement	Main Carrier		City	Gravity (City)	24	RCP	1963	<Null>	0	0	169.219352	Yes
3577	Polyline	36-89-36-69	36	36-89	36-69	Easement	Main Carrier		City	Gravity (City)	24	RCP	1963	<Null>	<Null>	<Null>	378.045565	Yes
4972	Polyline	23X-SB9-23X-SB8	23X	23X-SB9	23X-SB8	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	476.330507	Yes
4973	Polyline	23X-SB8-23X-SB6A	23X	23X-SB8	23X-SB6A	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	373.279589	Yes
5263	Polyline	23X-SB29-23X-SB28	23X	23X-SB29	23X-SB28	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1938	0.5	142.415	141.312	219.552643	Yes
5358	Polyline	18D-2-20A-14	18D	18D-2	20A-14	Homer St	Main Carrier		City	Gravity (City)	24	VCP	1927	0.8	157.54	155.852	126.393896	Yes
5359	Polyline	20A-14-20A-13	20A	20A-14	20A-13	Homer St	Main Carrier		City	Gravity (City)	24	VCP	1927	0.8	155.852	154.36	186.667648	Yes
5360	Polyline	20A-13-20A-12	20A	20A-13	20A-12	Homer St	Main Carrier		City	Gravity (City)	24	VCP	1927	0.8	154.355	153.58	96.973522	Yes
5776	Polyline	33C-100A-33C-93	33C	33C-100A	33C-93	Willow St	Main Carrier		City	Gravity (City)	24	VCP	1903	8.31	172.064	155.7	195.127796	Yes
5827	Polyline	23X-SB31-23X-SB29	23X	23X-SB31	23X-SB29	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1938	0.5	143.615	142.415	240.094568	Yes
6001	Polyline	23X-SB2-23X-SB1	23X	23X-SB2	23X-SB1	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	318.983115	Yes
6002	Polyline	23X-SB1-44-MC100	44	23X-SB1	44-MC100	Easement	Main Carrier	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	144.421869	Yes
6109	Polyline	20A-12-20A-11	20A	20A-12	20A-11	Homer St	Main Carrier		City	Gravity (City)	24	VCP	1927	<Null>	153.543	148.212	174.721615	Yes
6180	Polyline	36-92-36-91	36	36-92	36-91	Easement	Main Carrier		City	Gravity (City)	24	RCP	1963	<Null>	0	0	51.851648	Yes
6595	Polyline	23X-SB3-23X-SB2	23X	23X-SB3	23X-SB2	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	400.776033	Yes
6596	Polyline	23X-SB4-23X-SB3	23X	23X-SB4	23X-SB3	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	407.212371	Yes
6597	Polyline	23X-SB5-23X-SB4	23X	23X-SB5	23X-SB4	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	<Null>	0	0	190.981085	Yes
8044	Polyline	23X-SB28-23X-SB27	23X	23X-SB28	23X-SB27	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1938	0.5	141.312	140.016	261.590858	Yes
8045	Polyline	23X-SB27-23X-SB25	23X	23X-SB27	23X-SB25	Mattoon Rd (Easement)	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1938	0.5	140.016	138.235	353.930915	Yes
8047	Polyline	23X-SB12-23X-SB11	23X	23X-SB12	23X-SB11	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	0.5	0	132	452.800851	Yes
9600	Polyline	23X-SB11-23X-SB10	23X	23X-SB11	23X-SB10	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	0.5	132	130.15	371.373738	Yes
9601	Polyline	23X-SB10-23X-SB9	23X	23X-SB10	23X-SB9	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	0.5	130.15	128.02	379.551387	Yes
10756	Polyline	23X-SB25A-23X-SB25B	23X	23X-SB25A	23X-SB25B	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	0.5	135.6	<Null>	142.552409	Yes
10757	Polyline	23X-SB25B-23X-SB12	23X	23X-SB25B	23X-SB12	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	0.5	<Null>	<Null>	260.238033	Yes
10764	Polyline	23X-SB25-23X-SB25A	23X	23X-SB25	23X-SB25A	Easement	Steele Brook Interceptor	Steele Brook Interceptor	City	Gravity (Interceptor)	24	VCP	1932	0.5	138.235	135.6	643.004447	Yes
2101	Polyline	35-79-35-78	35	35-79	35-78	South Main St	Main Carrier		City	Gravity (City)	27	VCP	2000	0.55	130.662	129.643	185.42733	Yes
3578	Polyline	36-69-36-68	36	36-69	36-68	Market Sq	Main Carrier		City	Gravity (City)	27	VCP	1885	0.3	113.927	113.237	227.420508	Yes
3579	Polyline	36-68-36-67	36	36-68	36-67	Market Sq	Main Carrier		City	Gravity (City)	27	VCP	1885	0.3	113.237	112.734	168.036567	Yes
3580	Polyline	36-67-36-66	36	36-67	36-66	Market Sq	Main Carrier		City	Gravity (City)	27	BR	1882	0.1	112.734	112.552	58.275449	Yes
3581	Polyline	36-52-36-51	36	36-52	36-51	Market Sq	Main Carrier		City	Gravity (City)	27	VCP	1885	0.9	115.015	112.349	287.040625	Yes
3582	Polyline	36-54-36-52	36	36-54	36-52	Market Sq	Main Carrier		City	Gravity (City)	27	VCP	1885	0.9	117.41	115.015	271.426427	Yes
3583	Polyline	36-55-36-53	36	36-55	36-53	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1885	0.9	119.656	117.41	223.998775	Yes
3584	Polyline	35-2-36-55	35	35-2	36-55	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1885	0.9	121.507	119.656	205.667825	Yes
3585	Polyline	35-6A-35-2	35	35-6A	35-2	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1885	0.9	123.316	121.507	201.128667	Yes
3586	Polyline	35-6-35-6A	35	35-6	35-6A	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1882	0.9	123.767	123.312	50.316473	Yes
3587	Polyline	35-7-35-6	35	35-7	35-6	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1882	0.9	125.472	123.767	188.942123	Yes
3588	Polyline	35-20-35-7	35	35-20	35-7	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1882	0.9	127.569	125.472	240.546656	Yes
3589	Polyline	35-77-35-20	35	35-77	35-20	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1882	0.9	128.621	127.609	184.779581	Yes
3590	Polyline	35-78-35-77	35	35-78	35-77	South Main St	Main Carrier		City	Gravity (City)	27	VCP	1882	0.55	129.643	128.621	186.340593	Yes
5695	Polyline	33C-2-36-103	33C	33C-2	36-103	Meadow St	Main Carrier		City	Gravity (City)	27	VCP	1907	0.45	119.35	118.5	200.42988	Yes
5735	Polyline	33C-9-33C-9A	33C	33C-9	33C-9A	Meadow St	Main Carrier		City	Gravity (City)	27	RCP	1907	0.45	122.75	121.3	152.610169	Yes
5754	Polyline	33C-77-33C-73A	33C	33C-77	33C-73A	Grove St	Main Carrier		City	Gravity (City)	27	VCP	1884	4.5	197.782	188.564	204.901461	Yes
9975	Polyline	33C-73A-33C-73	33C	33C-73A	33C-73	Grove St	Main Carrier		City	Gravity (City)	27	VCP	1884	4.5	188.564	186.166	53.312376	Yes
10768	Polyline	33C-9A-33C-4	33C	33C-9A	33C-4	Meadow St	Main Carrier		City	Gravity (City)	27	RCP	1907	0.45	122.75	121.3	144.389597	Yes
2497	Polyline	44-MC96-44-MC95	44	44-MC96	44-MC95	Easement	Main Carrier		City	Gravity (City)	30	RCP	1962	<Null>	0	0	125.531881	Yes
2498	Polyline	44-MC97-44-MC96	44	44-MC97	44-MC96	Easement	Main Carrier		City	Gravity (City)	30	RCP	1962	<Null>	0	0	280.872332	Yes
3096	Polyline	45-MR25A-45-MR25	45	45-MR25A	45-MR25	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1976	0.6	139.8	136.86	87.256111	Yes
3097	Polyline	45-MR26-45-MR25A	45	45-MR26	45-MR25A	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1976	0.6	142.77	139.8	236.762988	Yes
3098	Polyline	45-MR27-45-MR26	45	45-MR27	45-MR26	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1976	0.6	145.66	142.77	286.532108	Yes
3099	Polyline	13-1-45-MR27	13	13-1	45-MR27	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1998	0.7	276.17	270.53	82.548128	Yes
3100	Polyline	13-2-13-1	13	13-2	13-1	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1998	0.6	277.73	276.17	90.110791	Yes
3101	Polyline	13-3-13-2	13	13-3	13-2	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1998	0.5	278.83	277.73	181.349165	Yes
3102	Polyline	13-4-13-3	13	13-4	13-3	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1998	0.7	278.5	277.56	137.056851	Yes
3103	Polyline	13-5-13-4	13	13-5	13-4	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1998	0.6	280.5	278.5	485.260093	Yes
3104	Polyline	13-6-13-5	13	13-6	13-5	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	30	RCP	1998	0.6	283.5	280.5	222.493198	Yes
3357	Polyline	17A-54-17A-42	17A	17A-54	17A-42	Washington St	Main Carrier		City	Gravity (City)	30	VCP	1890	10	169.215	140.729	288.00118	Yes
3358	Polyline	17A-57-17A-54	17A	17A-57	17A-54	Washington St	Main Carrier		City	Gravity (City)	30	VCP	1890	6	175.24	169.215	100.064525	Yes
3359	Polyline	17A-62-17A-57	17A	17A-62	17A-57	Washington St	Main Carrier		City	Gravity (City)	30	VCP	1890	6	188.5	175.5	208.961412	Yes
8177	Polyline	20A-2-46-MC129	20A	20A-2	46-MC129	Huntingdon Ave	Main Carrier		City	Gravity (City)	30	VCP	1926	0.4	134.358	133.193	190.897124	Yes
8178	Polyline	46-MC129-46-MC128	46	46-MC129	46-MC128	Huntingdon Ave	Main Carrier		City	Gravity (City)	30	VCP	1926	0.39	133.193	132.455	188.072984	Yes
8179	Polyline	46-MC128-46-MC127	46	46-MC128	46-MC127	Huntingdon Ave	Main Carrier		City	Gravity (City)	30	VCP	1926	0.5	132.455	131.5	191.489974	Yes
8180	Polyline	46-MC127-46-MC125	46	46-MC127	46-MC125	Huntingdon Ave	Main Carrier		City	Gravity (City)	30	VCP	1926	0.8	131.45	129.7	219.294371	Yes
8181	Polyline	46-MC125-46-MC124	46	46-MC125	46-MC124	Huntingdon Ave	Main Carrier		City	Gravity (City)	30	VCP	1926	0.8	129.7	128.574	140.25985	Yes
8182	Polyline	46-MC124-46-MC123	46	46-MC124	46-MC123	Huntingdon Ave	Main Carrier		City	Gravity (City)	30	VCP	1926	0.8	128.574	127.9	84.886218	Yes
1051	Polyline	45-MR22-45-MR21	45	45-MR22	45-MR21	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.4	129.57	127.86	396.923438	Yes
3165	Polyline	16B-45-16B-8	16B	16B-45	16B-8	East Main St	Mad River Interceptor		City	Gravity (City)	36	VCP	1889	0.5	164.209	163.66	96.065772	Yes
3166	Polyline	16B-8-16B-7	16B	16B-8	16B-7	East Main St	Mad River Interceptor		City	Gravity (City)	36	VCP	1889	0.7	162.5	161.569	155.622334	Yes
3167	Polyline	16B-7-16B-2	16B	16B-7	16B-2	East Main St	Mad River Interceptor		City	Gravity (City)	36	VCP	1889	0.7	161.569	160.443	160.764428	Yes
3168	Polyline	16B-2-15B-4	16B	16B-2	15B-4	East Main St	Mad River Interceptor		City	Gravity (City)	36	VCP	1889	1.6	160.443	159.07	196.339185	Yes
3169	Polyline	15B-4-15B-3	15B	15B-4	15B-3	East Main St	Mad River Interceptor		City	Gravity (City)	36	VCP	1889	1.6	159.07	157.701	194.62507	Yes
3170	Polyline	15B-3-15B-2	15B	15B-3	15B-2	East Main St	Mad River Interceptor		City	Gravity (City)	36	VCP	1885	0.4	157.112	156.527	40.118273	Yes
3337	Polyline	45-MR25-45-MR24	45	45-MR25	45-MR24	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.6	136.5	134.76	227.70098	Yes
3338	Polyline	45-MR23-45-MR22A	45	45-MR23	45-MR22A	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.6	134.76	132.76	153.114843	Yes
3339	Polyline	45-MR23-45-MR22	45	45-MR23	45-MR22	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.4	131.27	129.57	446.030776	Yes
3340	Polyline	45-MR21-45-MR20	45	45-MR21	45-MR20	River St	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.4	127.86	126.83	257.6142	Yes
3341	Polyline	45-MR20-45-MR19	45	45-MR20	45-MR19	River St	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.4	126.83	125.23	401.717338	Yes
8183	Polyline	46-MC123-46-MC122	46	46-MC123	46-MC122	Easement	Main Carrier		City	Gravity (City)	36	RCP	1931	<Null>	0	0	154.955676	Yes
9839	Polyline	17A-MR4R-17A-MR5R	17A	17A-MR4R	17A-MR5R	River St	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1998-2001	0.04	259.03	258.14	250.818572	Yes
9840	Polyline	17A-MR3R-17A-MR4R	17A	17A-MR3R	17A-MR4R	River St	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1998-2001	0.04	259.96	259.03	209.449191	Yes
9841	Polyline	17A-MR2R-17A-MR3R	17A	17A-MR2R	17A-MR3R	River St	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1998-2001	0.15	106.36	105.8	228.738689	Yes
9842	Polyline	45-MR19-17A-MR2R	17A	45-MR19	17A-MR2R	River St	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1998-2001	0.4	124.95	124	27.29055	Yes
10303	Polyline	45-MR23A-45-MR23	45	45-MR23A	45-MR23	Easement	Mad River Interceptor	Mad River Interceptor	City	Gravity (Interceptor)	36	RCP	1949	0.6	132.26	131.86	56.526362	Yes

39" - 60" PIPES

OBJECTID *	SHAPE *	PIPE_ID	SUBAREA	MH_FROM	MH_TO	STREET	INTERCEPTOR	INTER_PIPE	OWNER	PIPE_TYPE	PIPEDIAMETER	PIPEMATERIAL	PIPEYEAR	PIPESLOPE	PIPE_INV_UP	PIPE_INV_DN	SHAPE_Length	RFP
6003	Polyline	46-MC109-46-MC108	46	46-MC109	46-MC108	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	487.929134	Yes
6004	Polyline	46-MC108-46-MC107	46	46-MC108	46-MC107	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	417.72042	Yes
6005	Polyline	46-MC107-46-MC106	46	46-MC107	46-MC106	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	494.728559	Yes
6006	Polyline	46-MC106-46-MC105	46	46-MC106	46-MC105	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	453.886166	Yes
6007	Polyline	46-MC105-46-MC104	46	46-MC105	46-MC104	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	516.31985	Yes
6008	Polyline	46-MC104-46-MC102	46	46-MC104	46-MC102	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	527.833858	Yes
6009	Polyline	46-MC102-44-MC101	44	46-MC102	44-MC101	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	0	0	244.566759	Yes
7663	Polyline	46-MC120A-46-MC119	46	46-MC120A	46-MC119	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1930	0.2	0	126.64	438.242918	Yes
7664	Polyline	46-MC116-46-MC109	46	46-MC116	46-MC109	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1929	0.2	124.62	0	451.526332	Yes
8231	Polyline	46-MC122-46-MC122A	46	46-MC122	46-MC122A	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1930	0.19	128.25	127.15	485.702233	Yes
8232	Polyline	46-MC122A-46-MC120A	46	46-MC122A	46-MC120A	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1930	0.19	0	128.25	501.344221	Yes
9575	Polyline	46-MC119-46-MC117	46	46-MC119	46-MC117	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1930	0.2	126.64	125.48	553.17961	Yes
9599	Polyline	46-MC117-46-MC116	46	46-MC117	46-MC116	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	42	RCP	1930	0.2	125.48	124.62	455.241218	Yes
2494	Polyline	44-MC81-44-MC80	44	44-MC81	44-MC80	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.175	0	0	532.118049	Yes
2495	Polyline	44-MC94-44-MC93	44	44-MC94	44-MC93	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.175	0	0	455.211225	Yes
2496	Polyline	44-MC95-44-MC94	44	44-MC95	44-MC94	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.175	0	0	437.311935	Yes
5893	Polyline	44-MC99-44-MC98	44	44-MC99	44-MC98	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.175	0	0	404.754936	Yes
6010	Polyline	44-MC100-44-MC99	44	44-MC100	44-MC99	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1929	0.175	0	0	483.290634	Yes
6591	Polyline	44-MC101-44-MC100	44	44-MC101	44-MC100	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1929	0.2	0	0	363.979122	Yes
6592	Polyline	44-MC98-44-MC95	44	44-MC98	44-MC95	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.175	0	0	406.132611	Yes
8741	Polyline	44-MC80-44-MC68A	44	44-MC80	44-MC68A	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.175	0	0	507.44036	Yes
8752	Polyline	44-MC68-44-MC64	44	44-MC68	44-MC64	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.1	0	0	554.560889	Yes
10077	Polyline	44-MC68A-44-MC68	44	44-MC68A	44-MC68	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	48	RCP	1928	0.1	0	0	119.242921	Yes
10674	Polyline	44-MC93-44-MC81	44	44-MC93	44-MC81	Easement	Main Carrier	<Null>	City	Gravity (Interceptor)	48	RCP	1962	0.175	247.13	246.56	318.374796	Yes
4161	Polyline	36-66-36-51	36	36-66	36-51	Market Sq	Main Carrier		City	Gravity (City)	49	BR	1882	0.3	112.552	112.342	66.833615	Yes
4162	Polyline	36-51-36-50	36	36-51	36-50	Benedict St	Main Carrier		City	Gravity (City)	49	BR	1882	0.1	111.842	111.592	254.158268	Yes
4163	Polyline	36-50-36-46	36	36-50	36-46	Benedict St	Main Carrier		City	Gravity (City)	49	BR	1882	0.1	111.592	111.377	213.967828	Yes
4152	Polyline	36-46-36-45	36	36-46	36-45	Benedict St	Main Carrier		City	Gravity (City)	51	BR	1882	0.1	111.377	111.151	226.748676	Yes
4153	Polyline	36-45-36-42	36	36-45	36-42	Benedict St	Main Carrier		City	Gravity (City)	51	BR	1882	0.1	111.151	110.928	155.612441	Yes
4154	Polyline	36-42-36-41	36	36-42	36-41	Benedict St	Main Carrier		City	Gravity (City)	51	BR	1882	0.1	110.928	110.697	71.826287	Yes
4155	Polyline	36-41-Chamber	36	36-41	Chamber	Benedict St	Main Carrier		City	Gravity (City)	51	RCP	1882	0.1	110.928	110.697	208.530738	Yes
1477	Polyline	44-MC46-44-MC45	44	44-MC46	44-MC45	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1927	0.1	105.82	0	540.909822	Yes
1478	Polyline	44-MC45-44-MC301	44	44-MC45	44-MC301	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1927	0.1	0	0	321.361798	Yes
1479	Polyline	44-MC48-44-MC46	44	44-MC48	44-MC46	Riverside St SB	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1927	0.1	0	105.82	508.144618	Yes
1480	Polyline	44-MC48A-44-MC48	44	44-MC48A	44-MC48	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1928	0.1	113.378	113.2	592.118743	Yes
1481	Polyline	44-MC50-44-MC48A	44	44-MC50	44-MC48A	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1928	0.1	113.58	113.378	610.9899	Yes
1482	Polyline	44-MC63-44-MC50	44	44-MC63	44-MC50	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1928	0.1	114.748	114.449	515.235528	Yes
4318	Polyline	44-MC64-44-MC63	44	44-MC64	44-MC63	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1910	0.1	114.959	114.8	612.442365	Yes
5657	Polyline	44-M44-44-M43	44	44-M44	44-M43	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1927	0.1	0	0	449.044088	Yes
5658	Polyline	44-MC301-44-M44	44	44-MC301	44-M44	Easement	Main Carrier	Main Carrier	City	Gravity (Interceptor)	54	RCP	1927	0.1	0	0	634.398917	Yes
9843	Polyline	44-MCR28-45-M36	44	44-MCR28	45-M36	Naugatuck River	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.09	241.57	241.52	59.358437	Yes
9844	Polyline	44-MCR28-44-MCR27	44	44-MCR28	44-MCR27	West Liberty St	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.09	241.45	241.18	153.065736	Yes
9845	Polyline	44-MCR27-44-MCR26	44	44-MCR27	44-MCR26	West Liberty St	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.01	241.14	241.11	230.469116	Yes
9846	Polyline	44-MCR26-44-MCR25	44	44-MCR26	44-MCR25	West Liberty St	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.012	<Null>	<Null>	356.985619	Yes
9847	Polyline	CHAMBER-36-MCR24	36	CHAMBER	36-MCR24	West Liberty St	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.01	240.63	240.32	409.17243	Yes
9848	Polyline	36-MCR24-36-MCR23	36	36-MCR24	36-MCR23	West Liberty St	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.06	240.32	240.2	185.55544	Yes
10010	Polyline	44-MCR25-CHAMBER	36	44-MCR25	CHAMBER	West Liberty St	Main Carrier Relief Sewer	Main Carrier Relief Sewer	City	Gravity (Interceptor)	54	RCP	1998-2001	0.08	240.63	240.32	176.365721	Yes

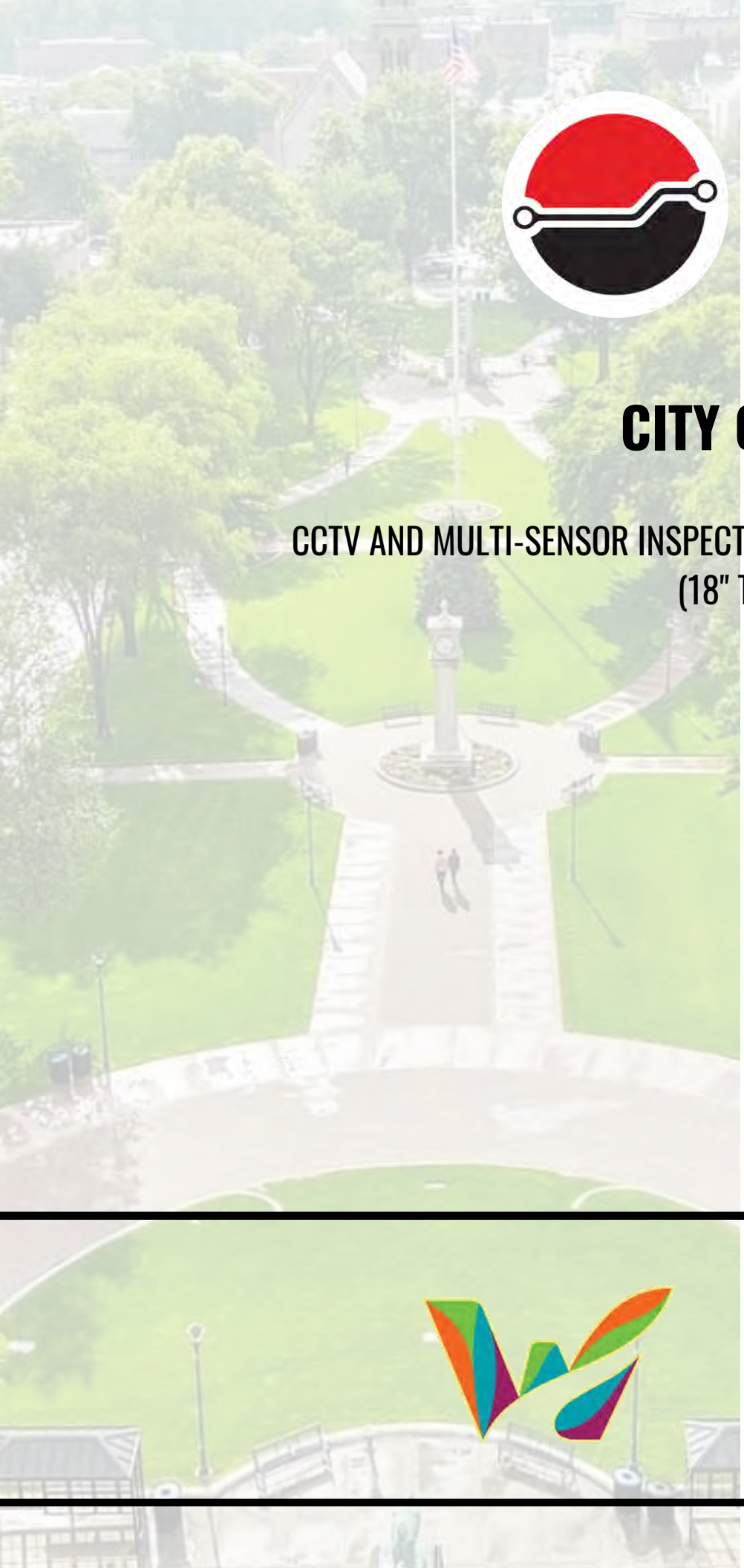
72" PIPE

OBJECTID *	SHAPE *	PIPE_ID	SUBAREA	MH_FROM	MH_TO	STREET	INTERCEPTOR	INTER_PIPE	OWNER	PIPE_TYPE	PIPEDIAMETER	PIPEMATERIAL	PIPEYEAR	PIPESLOPE	PIPE_INV_UP	PIPE_INV_DN	SHAPE_Length	RFP
2969	Polyline	15B-60A-15B-40	15B	15B-60A	15B-40	Orange St	Mad River Interceptor		City	Gravity (City)	72	RCP	1896	1	286.677	276.2	1018.203799	Yes


SECTIONS
BRICK LINING
TIMBER LINING
SCALE 1"=1'
#60 East Farm St
#326
Demolished
#316
#304 Orange St
#300
#290
#5 Ward St
FARM ST.
LOCUST ST.
WARD ST.
WOOD ST.
MH#15B-61
MH#15B-60
MH#15B-60A
MH#15B-51
MH#15B-52
MH#15B-53
MH#15B-50A
MH#15B-50
MH#15B-200
MH#15B-42
MH#15B-41
MH#15B-40
MH#15B-39
#46 East Farm St
#40 East Farm St
#730 North Main Street
DETAIL OF MANHOLE AT WARD AND ROUNDHILL STREETS
SCALE 1"=1'
PLAN
SECTION AT A-B.
SECTION AT C-D.
#19
#16
#14
#13
#10
#3
#1
#223
#219
#217
#211
INV= 310.53
INV= 298.61
INV= 287.75
4'6 TUNNEL
CELLAR
ROUND HILL ST.
ORANGE ST
Scales
Horizontal 40ft. 1in.
Vertical 10ft. 1in.
1896
E.
Case-Drawer-No. in drawer
14 - 2 - 9
Acc. No. 1548

RFP 8666 Plan Holders List

Name	Bid Activity	City	State/Province/Territory	Country
amit	Downloaded Document	gondia	Virginia	United States
ConstructConnect	Downloaded Document	Norcross	Georgia	United States
Core and Main, LP	Downloaded Document	New Britain, CT	Connecticut	United States
D&B Engineers and Architects, PC	Downloaded Document	Woodbury	New York	United States
Deltek	Downloaded Document	Herndon	Virginia	United States
DevCare Solutions	Downloaded Document	Westerville OHIO	Ohio	United States
DPC Engineering, LLC	Downloaded Document	Longmeadow	Massachusetts	United States
ENVIROBIDNET	Downloaded Document	Port Charlotte	Florida	United States
Fred A Cook Jr Inc	Downloaded Document	montrose	New York	United States
Insituform Technologies, LLC	Downloaded Document	Tampa	Florida	United States
JWB	Downloaded Document	Wolcott	Connecticut	United States
National Water Main Cleaning Company New England	Downloaded Document	Canton	Massachusetts	United States
New England Environmental Equipment, Inc.	Downloaded Document	Bedford	Massachusetts	United States
North America Procurement Council Inc., PBC	Downloaded Document	Grand Junction	California	United States
Nu-Pipe	Downloaded Document	Saint Petersburg	Florida	United States
PWXPress	Downloaded Document	Jacksonville	Florida	United States
RedZone Robotics, Inc.	Downloaded Document	Warrendale	Pennsylvania	United States
RFP Team	Downloaded Document	N/A		United States
Rooterman Hartford LLC	Downloaded Document	Newington	Connecticut	United States
Starlight	Downloaded Document	Old Hickory		United States
Veolia	Downloaded Document	Paramus	New Jersey	United States
Veolia Water North America	Downloaded Document	Tampa	Florida	United States
Vortex Services, LLC	Downloaded Document	Livermore	Maine	United States
vPrime Tech Inc	Downloaded Document	Houston	Texas	United States



CITY OF WATERBURY

CCTV AND MULTI-SENSOR INSPECTIONS OF LARGE DIAMETER (18" TO 72") SANITARY SEWERS
RFP# 8666

SUBMITTED
August, 5, 2026

PREPARED BY

Sam Cancilla
VP of Business Development
RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086
412-476-8980 (O)
412-476-8981 (F)
412-758-3327 (C)
scancilla@redzone.com

PREPARED FOR

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

RedZone Robotics would like to thank the City of Waterbury, CT for the opportunity to submit our professional services proposal for **CCTV and Multi-Sensor Inspections of Large Diameter (18-inch to 72-inch) Sanitary Sewers**.

RedZone Robotics, Inc. has been the pioneer and industry leader for the past 30+ years in advanced pipeline assessment specializing in robotics manufacturing, field data collection services with multi-sensor inspection technology, data post processing for reports and deliverables.

RedZone established the industry standard for autonomous pipeline assessment and MSI, Multi-Sensor Inspection technology of Digital CCTV, Sonar Profiling, and Laser/LIDAR Profiling. With this proven capability, RedZone has experience collecting and reporting **over 100 million linear feet of condition assessment data in over 500 cities** in the United States, Canada, and internationally.

RedZone Robotics is both the manufacturer and service provider for advanced sewer MSI pipeline condition assessment. The fully integrated solution delivers a seamless integrated final deliverable ensuring the best-in-class MSI data collection and processing under a single source process maintaining quality assurance and control. RedZone has prior experience completing millions of feet of similar types of projects of the same size and scope.

Highlights of RedZone Robotics MSI technology and value-added benefit include:

- **Multi-Sensor Inspection Industry Pioneer** - RedZone technology, field technicians and data engineers have collected, post processed and delivered more MSI data than any other firm in North America, including in over 500 cities and over 100 million linear feet of advanced pipeline assessment technologies with similar type programs. RedZone is the only firm that provides end-to-end MSI solutions from the MSI equipment, data collection, data processing and deliverables for increased QA/QC controls and timely delivery of data and results.



- **MSI Specific Solution Provider** - RedZone fully understands the goals and intent of the program and has successfully implemented and completed similar type programs of the same sizes and scopes of work, including integration into most other types of software. RedZone is uniquely able to present and display MSI results through viewing software and asset management program to help rank and prioritize the results.



- **Inspect in As-Is Conditions - Minimal or No Cleaning or Bypass Required** - RedZone maintains the industry's largest fleet of MSI robots, and trained field technicians using specialized custom winches, allowing for long extended inspections capable of over 10,000 LF minimizing access requirements, all while in service with typically no cleaning or bypass requirements. RedZone has completed millions of feet of similar type inspections using the same protocol, providing measurable data minimizing access, traffic control and disruption of service. Light cleaning for 36" and less as specified can be completed.



- **Latest MSI Technology and MSI Fleet** - RedZone has the most diverse fleet of specialized MSI equipment and trained technicians and will offer the latest updates in MSI technology during the program duration. This includes the latest generations and innovations from RedZone including MSI P3D®, Profiler and the latest MSI robotic platform and Vertue®3D scanning.

The City of Waterbury will have the ability to review data and observations for each segment in a user-friendly format to assist the engineering support in the development of rehabilitation, repair, or replacement recommendations for future maintenance and operation procedures to help preserve the existing infrastructure.

This professional services proposal will explain further how RedZone Robotics background and overview, experience and qualifications, project approach, and cost-efficient pricing will assist the City of Waterbury to achieve the highest potential with the sewer infrastructure system. Thank you once again for considering RedZone Robotics.



Sam Cancilla

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Vice President Business Development
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Warrendale, PA 15086
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412.758.3327 Direct
scancilla@redzone.com
www.redzone.com

TAB 1

PROPOSER INFORMATION

1. PROPOSER INFORMATION

a. Firm Name - RedZone Robotics, Inc.

b. Permanent main office address - 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086

c. Date firm organized - Established in 1987

d. Legal form of ownership - Corporation, incorporated in Delaware

e. RedZone has been providing inspection services for 39 years.

f. See organizational chart and team resumes attached.

PROJECT TEAM

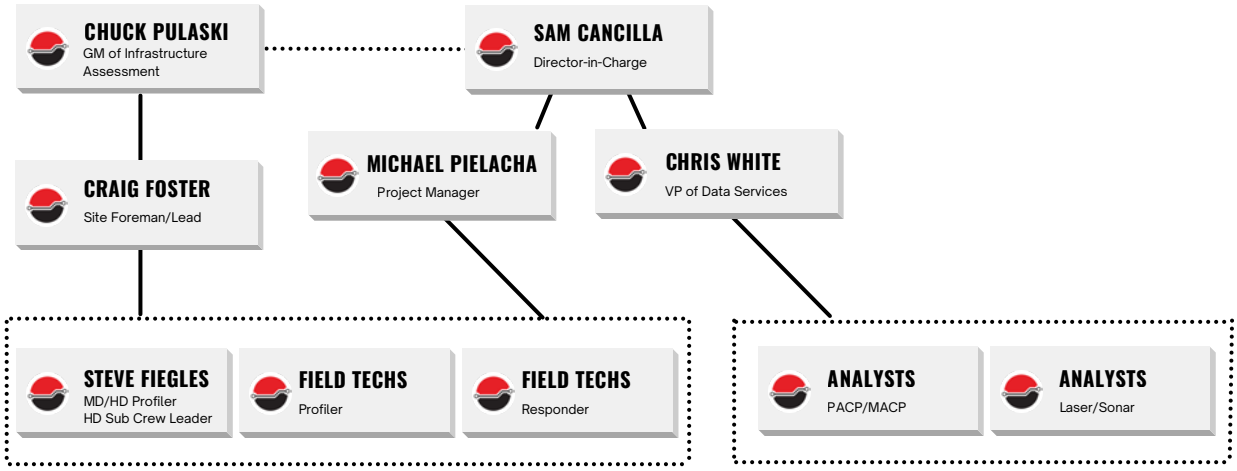
RedZone Robotics has an experienced team assessing millions of lineal feet of inspection who understands sewer infrastructure with a unique and advanced perspective. Having a wholistic approach from the design of our proprietary robots, equipment manufacturing, field deployment to advanced engineering reporting.

RedZone has developed a one of kind systematic team. RedZone is uniquely qualified to complete the entire scope of work and intent with its in-house team and experienced data analysts, project management, engineering technicians, field operation crews and support staff. The core project RedZone team has successfully completed similar type assessments and programs for millions of feet and multiple cities and clients.

RedZone is dedicated to providing a full turnkey project including:

- Field data collection including RFP desire for autonomous inspections, multi-sensor inspections
- Data post processing and NASSCO PACP coding, reports and QA/QC deliverables
- MSI assessment results and viewers
- Summary reports and GIS centric software viewing capabilities of the data
-

RedZone is the **only firm** that can provide all of these features in-house. Other firms will require multiple firms, 3rd parties for collection, processing, reports, integration, which requires various handoffs during the flow of a project for potentially lacking consistency and quality control measures.



RedZone can have multiple crews available, with crew having 5+ MSI years experience.

PROJECT KEY PERSONNEL

RedZone Robotics' team of professionals has millions of linear feet of inspection experience and understands sewer infrastructure from various perspectives. Our comprehensive approach, designing proprietary robots, equipment manufacturing, field deployment, and advanced engineered reporting, has allowed RedZone to develop a one-of-a-kind team with unrivaled experience and capabilities.



Sam Cancilla

Director In-Charge - RedZone Robotics, Inc.

Mr. Cancilla is the Vice President of Business Development and National Assessment Practice Leader for RedZone Robotics Inc., Mr. Cancilla has over **30 years of experience** in the water and wastewater trenchless technology industry from pipeline to various inspection and rehabilitation technologies in both gravity and pressure pipes. Mr. Cancilla is named for several patents with these innovative technologies. In addition, Mr. Cancilla managed condition assessment projects in over 500 of the largest major US and Canadian cities for millions of lineal feet of large and small diameter pipes He has a B.S. from the University of Pittsburgh and is a member of various industry groups including **NASSCO, ASTM, AWWA, NASTT, WEA, WEF.**

Project Responsibilities: Contract Management, Executive Oversight, Client Coordination, Resource Allocation



Michael Pielacha

Project Manager - RedZone Robotics, Inc.

Mr. Pielacha provides project management with field deployment crew operations. He has over **12 years of experience** in the wastewater conveyance industry. Managed multiple, simultaneous projects throughout North America. Under his supervision, RedZone has successfully inspected millions of feet of large diameter pipes utilizing multi-sensor technology throughout North America. He provides his expertise with managing the field personnel responsibilities as well as ensuing the proper function of the robotic equipment is maintained and data is processed. Mr. Pielacha maintains a current **Confined Space, NASSCO PACP, MACP, and LACP** certification.

Project Responsibilities: Daily Project Management, Scheduling, Budget Management, Quality Assurance



Chuck Pulaski

General Manager of Infrastructure Assessments - RedZone Robotics, Inc.

Chuck Pulaski is the General Manager of Infrastructure Assessments. He has **30 years of experience** in the wastewater conveyance industry. Under Mr. Pulaski's supervision, RedZone has successfully inspected several hundred thousand feet of small and large diameter pipes utilizing Multi-sensor technology throughout North America. He oversees the robotic equipment and maintains the working capability. **Mr. Pulaski maintains a current Confined Space, OSHA Construction Safety and Health certification, NASSCO PACP, MACP, and LACP.** Mr. Pulaski is well versed in project management and effective resource allocations. He has directed operations, including project implementation, on hundreds of RedZone projects. He is especially adept at navigating challenging field conditions and overcoming project hurdles to deliver exceptional results.

Project Responsibilities: Daily Project Management, Scheduling, Budget Management, Quality Assurance

KEY PROJECT PERSONNEL

REDZONE ROBOTICS



Chris White

Vice President of Software - RedZone Robotics, Inc.

Chris White is the Vice President of Software for QA/QC Review at RedZone Robotics. He has **over 10 years of experience** in the wastewater conveyance industry. With Mr. White's support, RedZone has successfully aided engineers, municipalities, and other entities in better understanding technologies and data for managing their collection systems. He oversees the transition of software and data to the end client and provides a hands-on approach to client continuing education. His technical knowledge of RedZone's technologies and interpretation of deliverables is recognized as an asset to RedZone's clients. **Mr. White maintains a current NASSCO PACP, MACP, and LACP certification.**

Project Responsibilities: PACP Review, Deliverable QA/QC, Data Validation



Craig Foster

Field Deployment Leader - RedZone Robotics, Inc.

Craig Foster provides project supervisory experience with field deployment crew management and has **over 25 years of experience** in the wastewater conveyance industry. He has managed multiple, simultaneous projects throughout North America during his tenure at RedZone Robotics. Under his supervision, the company has successfully inspected more than 1,000,000 feet of large- and small-diameter pipes, utilizing its multi-sensor technology throughout the U.S. and Canada. Mr. Foster also manages the robotic equipment and maintains the working functionality of all RedZone technologies, keeping our field crews up and running. **Mr. Foster maintains current Confined Space Training and Rescue, SCBA, HAZWOPPER, NASSCO PACP, MACP, and LACP certifications.**

Project Responsibilities: Crew Management, Safety Oversight, Equipment Deployment

RedZone Robotics Over 70+ Staff for this project: including Field Supervisors, Certified Field Techs, Data Techs, Reporting









FIELD SUPERVISORS AND TECHNICIANS				E-VERIFY	PACP				CSE	OSHA40
Name	Title	Email	Phone#	Number	Certification Type	Certification#	Expiration Date	Certified Since	Expiration Date	Expiration Date
Craig Foster	Field Superintendent	cfoster@redzone.com	412-589-3041	2012156100407LC	PACP/MACP/LACP	U-411-12377	03/27/2027	04/01/2011	02/27/2026	02/26/2026
Cory McBride	Field Superintendent	cmcbride@redzone.com	724-480-2101	202315I134844GC	PACP/MACP/LACP	P0041115-022023	02/02/2026	4/1/2015	02/27/2026	02/26/2026
Kevin Runkle	Field Superintendent	krunkle@redzone.com	412-722-5285	3013217111819GH	PACP/MACP/LACP	U-0321-70401273	03/12/2027	3/1/2021	05/01/2027	04/24/2026
Brian Allerton	Crew Leader	ballerton@redzone.com	412-589-3309	2012156091040HZ	PACP/MACP/LACP	U-105-820	08/08/2027	1/5/2005	02/27/2026	02/26/2026
Joe Bolte	Crew Leader	jbolte@redzone.com	412-609-9738	2018303141409LD	PACP/MACP/LACP	P0038926-0820222	08/05/2028	2/1/2020	02/27/2026	02/26/2026
Joshua Brenneman	Crew Leader	jbrenneman@redzone.com	412-639-2047	2012136093405NY	PACP/MACP/LACP	P0039199-092022	01/09/2028	3/1/1999	02/27/2026	02/26/2026
Derrick Cherry	Crew Leader	dcherry@redzone.com	724-664-5357	2018229190225FA	PACP/MACP/LACP	U-0319-070305127	04/03/2028	3/1/2019	02/27/2026	02/26/2026
Brandon Helbling	Crew Leader	bhelblinota@redzone.com	724-413-6898	2015307074224PT	PACP	U-416-07003937	10/26/2025	4/15/2016	02/27/2026	02/26/2026
Bert Jones	Crew Leader	bjones@redzone.com	724-944-9681	2018110155256CV	PACP/MACP/LACP	P0043606-082023	08/10/2026	4/1/2006	02/27/2026	02/26/2026
Doug Shugert	Crew Leader	dshugert@redzone.com	724-312-8651	201926174045EE	PACP/MACP/LACP	U-0420-70309239	03/14/2026	4/8/2020	02/27/2026	02/26/2026



SAM CANCILLA

Vice President of Business Development & National Assessment Practice Leader

BACKGROUND

Position
Vice President of Business Development

Professional Experience
30 years

Joined Firm
2002

Education
University of Pittsburgh

412-476-8980 x.231

scancilla@redzone.com

www.redzone.com

195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

RELEVANT EXPERTISE

- Pioneered a system-wide assessment program
- Innovated and pioneered multi-sensor inspection robotic technology for large-diameter sewer assessment
- Innovated and pioneered autonomous small-diameter robots
- Integrated collection system data with the application of sewer asset management
- Worked in over 500 cities
- Provided cost-efficient and effective solutions for municipalities, authorities, and engineering firms

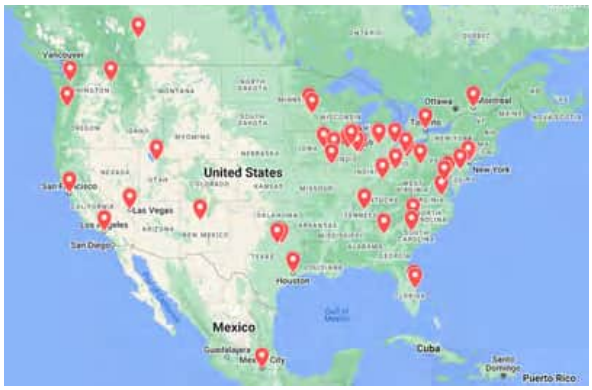
EXPERIENCE SUMMARY

Mr. Cancilla is the Vice President of Business Development and National Assessment Practice Leader for RedZone Robotics Inc. advanced pipeline assessment, headquartered in the Pittsburgh, PA region. He has over 30 years of experience in the water and wastewater trenchless technology industry, from pipeline to various inspection and rehabilitation technologies, including cured-in-place pipe rehab, pipe bursting, and cement-mortar lining in both gravity and pressure pipes. In addition, Mr. Cancilla pioneered the development and implementation of the Responder, a large diameter Multi- Sensor Inspection robotic platform for advanced pipeline condition assessment for pipes 36" – 360"; SOLO, an 8" to 12" autonomous pipeline inspection robot; ICOM sewer asset management, and is named for several patents with these innovative technologies. In addition, Mr. Cancilla managed condition assessment projects in over 500 of the largest major US and Canadian cities. Under his direction, millions of lineal feet of large and small diameter pipes with the Responder and SOLO robotic systems were collected. He has a B.S. from the University of Pittsburgh and is a member of various industry groups, including NASSCO, ASTM, AWWA, NASST, WEA, and WEF.

RELEVANT EXPERIENCE

Project Manager - Sewer Assessments in over 500 Cities
Projects Completed: 2004 - 2026

Mr. Cancilla has been involved and participated in the overall project toward completion for the sewer evaluation of the collection system for both small and large diameter using RedZone Robotics technology and completed over 50,000,000 feet of advanced pipeline assessment using combinations of multi-sensor Digital CCTV, Sonar, and Laser profiling.



Clientele includes:

- Albuquerque, NM
- Arlington, TX
- Atlanta, GA
- Akron, OH
- Baltimore, MD
- Battle Creek, MI
- Calgary, Alberta
- Cedar Rapids, IA
- Charlotte, NC
- Cincinnati, OH
- Cocoa, FL
- Columbus, OH
- Columbia, SC
- Dallas, TX
- Deerfield, IL
- Dekalb, IL
- Detroit, MI
- Dyer, IN
- East Moline, IL
- Fort Worth, TX
- Highland, IN
- Hobart, IN
- Homewood, IL
- Honolulu, HI
- Houston, TX
- Las Vegas, NV
- Los Angeles, CA
- Macomb, IL
- Marshall, MI
- Melbourne, FL
- Mexico City, Mexico
- Montreal, Quebec
- Nashville, TN
- New York, NY
- Newark, NJ
- North Shore, IL
- Palm Bay, FL
- Philadelphia, PA
- Pittsburgh, PA
- Portland, OR
- Richmond, VA
- Salt Lake City, UT
- San Francisco, CA
- Seattle, WA
- Shoreview, MN
- Spokane, WA
- St. Francis, MN
- St. Paul, MN
- Toronto, Ontario
- Washington, DC



MICHAEL PIELACHA

Project Manager

BACKGROUND

Position
Project Manager

Professional Experience
12 years

Joined Firm
2014

Education
- Shamokin Area High School - 2006
- University of Phoenix - 2010
- eCornell - 2022

412-476-8980 x.230

mpielacha@redzone.com

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195 Thorn Hill Road, Suite 110
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RELEVANT EXPERTISE

- Manage Multiple Field Crew Personnel
- Communication Liaison
- Project Implementation
- Experience in Difficult Project Settings

CERTIFICATIONS

- Confined Space Training and Rescue
- NASSCO PACP, MACP, LACP
- HAZWOPER

EXPERIENCE SUMMARY

Mr. Pielacha provides project management with field deployment crew operations. He has over 12 years of experience in the wastewater conveyance industry. Managed multiple, simultaneous projects throughout North America. Under his supervision, RedZone has successfully inspected millions of feet of large diameter pipes utilizing multi-sensor technology throughout North America. He provides his expertise with managing the field personnel responsibilities as well as ensuing the proper function of the robotic equipment is maintained and data is processed. Mr. Pielacha maintains a current Confined Space, NASSCO PACP, MACP, and LACP certification.

RELEVANT EXPERIENCE

Charlotte Water Multi-Sensor Investigation

Project Completed: 2024-Current/Ongoing

Mr. Pielacha is the Project Manager on the MSI investigation to inspect various diameter sewer for Charlotte Water. This project is expected to take upwards of ten years and one million feet of sewers is slated for inspection. Various floating and tracked assets are employed to collect MSI data to assist with cleaning and rehabilitation efforts. Successfully delivered inspection of 300,000+ linear feet of sewer to date while coordinating challenging and mostly off-road field operations, and also the data delivery.

LACSD CCTV Contract

Project Completed: 2024 - Current/Ongoing

Michael Pielacha is the Project Manager of a sewer CCTV inspection program across the Los Angeles County system, overseeing deployment of specialized floating and tracked inspection platforms for pipelines of varying diameters. Directed coordination of field operations, data processing, and client deliverables supporting system condition assessment and rehabilitation planning. Successfully completed and delivered 1.5+ million linear feet of CCTV inspection to date.

ALCOSAN, Pittsburgh, PA

Project Completed: December 2023-2024

Michael Pielacha was the Project Manager for the MSI condition assessments on large diameter lines. In total, the inspections consisted of over 55,000 LF of 21” to 54” diameter sewers. Sewers ran through the creeks of Western PA and access was diffictult, which required unique and challenging set-ups and deployment locations to complete the scope of work.



CHUCK PULASKI

General Manager of Infrastructure Assessment

BACKGROUND

Position
General Manager of Infrastructure Assessment

Professional Experience
30 years

Joined Firm
2015

Education
Community College of Allegheny County

412-476-8980 x.245

cpulaski@redzone.com

www.redzone.com

195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

RELEVANT EXPERTISE

- Manage 35 Field Operations Personnel
- Project Management and Resource Allocations
- Project Implementation
- Experience in Difficult Project Settings

CERTIFICATIONS

- Confined Space Training and Rescue
- OSHA Construction Safety and Health
- NASSCO, PACP, MACP, LACP

EXPERIENCE SUMMARY

Chuck Pulaski is the General Manager of Infrastructure Assessment for the deployment team. He has 30 years of experience in the wastewater conveyance industry. Under Mr. Pulaski's supervision, RedZone has successfully inspected several hundred thousand feet of small and large diameter pipes utilizing multi-sensor technology throughout North America. He oversees the robotic equipment and maintains the working capability. Mr. Pulaski maintains a current Confined Space, NASSCO PACP, MACP, and LACP.

RELEVANT EXPERIENCE

Large Diameter Sanitary Sewer Inspection using Robotic Technology, Phases 1, 2 and 3, Houston, TX
Project Completed: Phase 1: 10-15-2014, Phase 2: 3-15-2017, Phase 3: 10-28-2020, 4279-02: June 2023.

Mr. Pulaski directed and managed operations for the sewer evaluations to inspect the Houston large diameter interceptor sewer system. Phases 1, 2, 3, and 4279-02 for the Houston large diameter interceptor sewer system. Phase 1 inspection consisted of over 300,000 LF of 60" through 198" diameter sewers throughout the City of Houston. RedZone met the inspection challenge by acquiring two years of data in just a one-year period. Phase 2 inspection consisted of over 150,000 LF of 48" and larger diameter sewers throughout the City of Houston. RedZone's deployment team cut the anticipated field deployment estimate nearly in half. Phase 3 inspection consisted of over 250,000 LF of 48" and larger diameter sewers throughout the City of Houston. 4279-02, 48" diameter of 100,000. RedZone's deployment team cut the anticipated field deployment estimate nearly in half. The inspection used the multi-sensor robotic platform Responder to collect digital CCTV, Sonar, 3D Lidar/Laser and H2S Gas temperature sensors while in service and with no bypass pumping required.

Consent Order Regionalization CCTV Inspections and 1756 Shallow Cut Interceptor CCTV and Sonar, ALCOSAN, Pittsburgh, PA
Project Completed: November 2019, February 2023

Mr. Pulaski directed and managed operations for the assessment of the small and large diameter sewers for the consent order regionalization and for the 1756 Shallow Cut Interceptors for sewers 8" – 120" for over 1,000,000 LF for municipalities in the ALCOSAN region. The inspection consisted of sewer lines while in service with very limited access along the area sewer shed. There were very limited access locations in wetlands with limited road access in remote areas requiring unique and challenging set-ups and deployment locations to complete the scope of work. There were long distance deployments required due to the limited manhole access and terrain to complete the scope of work.

DC Water Large Diameter Project Experience, District of Columbia
Project Completed: 2020 to 2026 (Project Ongoing)

Mr. Pulaski directed and managed operations for the MSI condition assessments on the large diameter lines of the Potomac and various interceptors. In total, the inspections consisted of over 150,000 LF of 60" to 144" diameter sewers, while in service with very limited access along the area sewer shed. Limited access to manhole locations adjacent to the Potomac River and railroads which required unique and challenging set-ups and deployment locations to complete the scope of work.



CHRIS WHITE

Vice President of Software

BACKGROUND

Position
Vice President of Software

Professional Experience
14 years

Joined Firm
2011

Education
University of Pittsburgh

412-927-3456

cwhite@redzone.com

www.redzone.com

195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

RELEVANT EXPERTISE

- Project Management and Data Management
- Project Implementation
- Training and Educational Programs
- Experience with various wastewater software
- and database architecture
- NASSCO Board Member
- WEF Member
- AWWA Member
- ESRI Silver Partner

CERTIFICATIONS

- NASSCO PACP, MACP, and LACP

EXPERIENCE SUMMARY

Chris White is the Vice President of Software for RedZone Robotics. He has over 14 years of experience in the wastewater conveyance industry. With Mr. White's support, RedZone has successfully aided engineers, municipalities, and other entities in better understanding of technologies and data for managing their collection systems. He oversees the transition of software and data to the end client, as well as the education of those findings. Mr. White maintains a current NASSCO PACP, MACP, and LACP certification.

RELEVANT EXPERIENCE

Brevard County, Florida - ASAP - System Wide Inspection Program

Project Completed 2019 - Present

Mr. White was instrumental in the development of Brevard's System wide assessment program. In previous years, the County had been spending significant portions of their budget rehabilitating entire basins, regardless of whether the pipes were in poor or good condition. By utilizing RedZone's rapid assessment with the Solo robot, the County was able to identify that many of the pipes were still in great shape and did not require rehab, allowing the utility to prioritize where CIPP lining should be performed based on pipe severity. Mr. White educated Brevard County on NASSCO defect scoring and program planning, including using this information alongside their GIS.

To date, over 2.5 million linear feet and 8,000 manholes have been inspected. These results translated into significantly reduced inflow and infiltration (I/I) in the system from the next wet weather event, and reduced pump station run times by over 50%. This further alleviates the need for any future discharges, as the WWTP is able to handle the flow it was designed for; not clear water from hurricane-like storms.

City of Daytona Beach, FL - SSES

Projects Completed 2021-2026

Mr. White provided the data management and education for gravity pipeline inspections within the wastewater collection system. To date, RedZone has inspected over 650k linear feet of gravity main easing resource restraints within the City.

Inspections utilized the Solo autonomous crawler, which enabled RedZone to complete the annual assessments in less than 2 months. Daytona Beach's crews then use this data to identify cleaning and other CMOM requirements for the year, as well as annual rehabilitation contracts. All inspection data conforms to NASSCO requirements and syncs back to the City's GIS.

City of Cocoa, FL - SSES
Projects Completed 2013-2020

Mr. White provided the data management and in the earlier years, participated in the defect coding analysis, for the entirety of the wastewater collection system in Cocoa. In addition to using the Solo crawler for their small diameter pipelines, this unit was also deployed via a tripod to inspect their manhole access points according to NASSCO's MACP. This program, alongside Carollo Engineers, kickstarted a proactive inspection approach, allowing the City to identify issues and setup accurate budgets and RFP's for remediation of their most severe defects in the collection system. Cocoa has gone on to introduce a proactive inspection crew to continue with annual condition assessments to identify failures before they become catastrophes.



CRAIG FOSTER

Field Deployment Leader

BACKGROUND

Position
Field Deployment Leader

Professional Experience
25 years

Joined Firm
2008

412-476-8980

cfoster@redzone.com

www.redzone.com

195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

RELEVANT EXPERTISE

- Manage Multiple Field Crew Personnel
- Communication Liaison
- Project Implementation
- Experience in Difficult Project Settings

CERTIFICATIONS

- Confined Space Training and Rescue
- NASSCO, PACP, MACP, LACP - Cert# U-411-12377
- SCBA
- CPR - First Aid
- OSHA 40
- HAZWOPER/OSHA 8-hr Refresher

EXPERIENCE SUMMARY

Mr. Foster provides project supervisory experience with field deployment crew management. He has over 25 years of experience in the wastewater conveyance industry. Managed multiple, simultaneous projects throughout North America Under his supervision.With Mr. Foster, RedZone has successfully inspected more than 1,000,000 feet of large and small diameter pipes utilizing multi-sensor technology throughout North America. He manages the robotic equipment and maintains the working capability. Mr. Foster maintains a current, Confined Space, NASSCO PACP, MACP and LACP, SCBA, and HAZWOPPER certification.

RELEVANT EXPERIENCE

DC Water Large Diameter Project Experience, District of Columbia
Project Completed: 2009 - 2023

Mr. Foster managed the field team to inspect the large diameter interceptor condition assessment in various projects.

- 51” Slip lining / Bend Radius National Arboretum – 2009
- 108” Blue Plains Plant Assessment - 2010
- 17 ft. “B” St. & “M” St. MSI Assessment - 2011
- Tiber Creek / NJ Ave. MSI Assessment – 2012
- Contract 10 MSI Assessment – 2013
- Potomac Interceptor Ph.3 MSI Assessment – 2014
- 72” Potomac Interceptor MSI Assessment – 2015
- Kennedy Center & Upper PI MSI Assessment - 2016
- 137” x 147” East & West Outfall Relief Sewers MSI Assessment – 2016
- Potomac Force Mains and Rock Creek - 2021
- Potomac Interceptor Task Order 4 - 2022
- Phase 1, Inspection and Cleaning of Local Sewers 220010 - 2022

Mr. Foster on various projects, supervised condition assessments on the large diameter lines of the Potomac and various interceptors. In total, the inspections consisted of over 375,000 LF of 20” to 144” diameter sewers, while in service with very limited access along the area sewer shed. Limited access to manhole locations adjacent to the Potomac river and railroads which required unique and challenging set-ups and deployment locations to complete the scope of work. The inspections used the multi-sensor robotic platform to collect digital CCTV, Sonar, 3D Lidar/Laser and H2S Gas Temperature sensors to get a full pipeline condition assessment.

Large Diameter Sanitary Sewer Inspection using Robotic Technology, Phases 1, 2, and 3, Houston, TX
Project Completed: Phase 1: 10-15-2014, Phase 2: 3-15-2017, Phase 3: 10-28-2020, 4279-02: 2023

Mr. Foster managed field operations for the sewer evaluation to inspect the Houston large diameter interceptor sewer system. RedZone met the inspection challenge for all the projects by acquiring what was anticipated for two years of data into one.
Phase 1, 300,000 LF of 60” through 198” diameter sewers, Phase 2, 150,000 LF of 48”, Phase 3, over 250,000 LF of 48”, and 4279-02, 100,000 LF of 48”.

TAB 2

EXPERIENCE, EXPERTISE, AND CAPABILITIES

2. Experience, Expertise, and Capabilities

2a. Philosophy Statement and Business Focus

RedZone Robotics, Inc., founded in 1987 and headquartered in Warrendale, Pennsylvania, specializes in providing advanced robotic solutions for wastewater pipeline inspection and asset management. The company offers a range of products and services designed to assess and manage underground infrastructure effectively. Their product lineup includes autonomous inspection robots such as the Solo®, Profiler®, and Responder®, which are equipped with high-definition cameras and sensors to collect comprehensive data on sewer conditions. Additionally, RedZone provides proprietary software solutions like ICOM® and Integrity™, facilitating data analysis and asset management to support proactive maintenance decisions.

RedZone Robotics employs approximately 100 individuals. The company has conducted sewer inspections for over 20 years, inspecting more than 100 million feet of sewer pipelines and manhole inspections in over 500 cities in North American and across 44 countries.

2b. Summary of Relevant Experience

See summary attached.

2c. Personnel Listing

See team resumes attached.

2d. Conflict of Interest

RedZone does not have any relationships that would be a conflict of interest.

Summary of Relevant Experience

- **35+ Years of Experience :** Founded in 1987, RedZone Robotics has become one of North America's premier providers of advanced wastewater condition assessment services.
- **NASSCO Leadership:** Certified PACP, MACP, LACP. RedZone sits on NASSCO Board & Software Committee.
- **Nationwide Expertise:** Over 125M LF and 100,000+ manholes inspected in 500+ U.S. cities, including DC Water, ALCOSAN, Houston, and Los Angeles.
- **Multi-Sensor Innovation:** Pioneered MSI (sonar, laser, HD video). Platforms: Solo®, Responder®, Profiler®, Vertue3D®.
- **Program Management:** 100–200 miles inspected annually; Integrity® dashboards for real-time progress tracking.
- **Data Services:** Dedicated PACP-certified Data Services team.
- **Efficient Cleaning:** Inspect-to-Clean approach avoids unnecessary costs; targeted cleaning to support inspection.
- **Community-Focused:** Coordination with Loudoun Water support and emergency response capability.

REDZONE SPECIALIZES IN:

- Large Diameter Interceptor Assessment
- Multi-Sensor Inspection (MSI)
- Sonar Profiling
- Laser Profiling
- CCTV Inspection
- PACP/MACP/LACP Coding
- Manhole Assessment
- Asset Management Support

CONCLUSION

The proposed contract represents a strategic asset management initiative intended to support maintenance planning, rehabilitation prioritization, and long-term infrastructure investment decisions.

RedZone's experience, personnel, equipment fleet, data management systems, and proven program delivery make us uniquely qualified to support this initiative.

MULTI-SENSOR INSPECTION ASSESSMENT PROGRAMS

RedZone has completed similar type system-wide MSI condition assessments. Experience is critical to knowing the proper approach on how to best scale in size for the project. RedZone Robotics has been providing similar type services for system-wide assessment services for with innovative technologies. RedZone's vast equipment capabilities will allow to analyze the structural and operational integrity of the line segments and pipe sizes rapidly and thoroughly within the timeframes and budget cycles listed in the RFP.

Below are recent references highlighting similar type of assessments and programs looking to accomplish similar results in the RFP. RedZone has worked on these and many other programs together and have developed a streamlined approach from data collection to deliverables with the same key RedZone team to be used on this program.

DISTRICT OF COLUMBIA (DC WATER), DC

2008-2026 CURRENT / SMALL AND LARGE DIAMETER ROBOTIC SEWER CONDITION MSI ASSESSMENT



Project Elements
- Multi-Sensor Inspection
- Over 1,000,000 LF MSI
- 2,500,000 LF small diameter
- 8" - 24 0" diameter
- Baseline for collection system

Project Timeline
- 2008 - Current

Project Total Cost
- $20M +

Client Reference
Chris M. Collier
Vice President, Water & Sewer Operations
DC Water Sewer Program Management
5000 Overlook Avenue SW
Washington, DC 20032
202-6 12-3584
chris.collier@dcwater.com

The District of Columbia Water (DC Water) collects and treats wastewater for more than 6 72,000 residents and 17.8 million annual visitors to the District of Columbia. DC Water also provides wholesale wastewater treatment services for 1.6 million people in Montgomery and Prince George counties in Maryland and Fairfax and Loudon counties in Virginia.

DC Water operates over 1,800 miles of sanitary and combined sewers, 22 flow metering stations, and nine off-site wastewater pumping stations. To treat wastewater, DC Water operates the Blue Plains Advanced Wastewater Treatment Plant, the world's largest advanced wastewater treatment facility.

RedZone Robotic Technology initially inspected the largest sewers, 20" and larger up to 24 0" in the DC Water sewer system, for over 15 years on some of the largest and most difficult-to-access sewers. DC Water utilizes advanced pipeline assessment capabilities with Multi-Sensor Inspection for large-diameter segments. RedZone has completed over 1,000,000 LF using robotic multi-sensor inspection of various sized platforms, including the Responder for Digital CCTV / Sonar / Laser / Lidar / Gas and Temperature, so DC Water better understands the structural condition.

Recently, RedZone Robotics was awarded two contracts. 1014 0, for small diameter sewer assessment, is a multi-year project to capture the vast quantity of 8" to 12" segments for a total of 2,520,000 LF, and 220010, for large diameter sewer assessment, is also a multi-year project to capture large diameters of 12" to 6 0" segments for a total of 6 14 ,289 LF (14 1 Miles) and 4 ,6 4 6 manholes assessed.

Below is a chart listing the sewers that have been inspected by RedZone technology.

RedZone Robotics Large Diameter DC Water Project Locations

East Outfall Relief Sewer
Anacostia Force Main
Anacostia Main Interceptor
B Street / New Jersey Avenue
West Outfall Relief Sewer
Lower Oxon Run
Northwest Boundary Sewer
Potomac Interceptor Relief
Rock Creek Main Interceptor
Southwest Interceptor

Bolling Outfall Sewers
Foundry Branch Interceptor
Upper Oxon Run Interceptor
Upper Potomac Interceptor
Upper Potomac Interceptor Relief Sewer
Watts Branch
West Outfall Sewer
Broad Branch Trunk
East Rock Creek Diversion
Rock Creek Main Interceptor Relief

West Rock Creek Diversion
Slash Run Trunk Sewer
Easby Point Trunk Sewer
Potomac Force Mains
Low Area Trunk Sewer
North Interconnecting Branch
South Interconnecting Branch
East Outfall Sewer
Anacostia Siphons
Tiber Creek

Lower East Side Interceptor
Northeast Boundary Sewer
East Side Force Main
Upper East Side Interceptor
Piney Branch Trunk Sewer System
Luzon Trunk Sewer



HOUSTON, TX

LARGE DIAMETER SANITARY SEWER INSPECTION USING ROBOTIC TECHNOLOGY, PHASES 1, 2, 3 AND 4279-02



Project Elements

- Digital CCTV, Sonar, 3D Lidar/Laser and H2S Gas
- 300,000 LF inspected - Phase 1
- 60" - 198" diameter
- 300,000 LF inspected - Phase 2
- 48" and larger diameter
- 300,000 LF inspected and cleaned - Phase 3, Hurricane Harvey
- 60" - 198" diameter, Phase 3
- 100,000 LF inspected - 4279-02
- 48" and larger diameter

Years Completed

- Phase 1 - 10/15/2014
- Phase 2 - 3/15/2017
- Phase 3 - 10/28/2020
- 4279-02 - 6/15/2023

Project Cost

- Phase 1 - $2,400,000.00
- Phase 2 - $1,200,000.00
- Phase 3 - $1,975,000.00
- 4279-02 - $1,465,000.00

Client Reference

Tu Nguyen
City of Houston
Public Works & Engineering
4545 Groveway Drive
Houston, TX 77087
832-395-5054
tu.nguyen@houstontx.gov

The City of Houston wanted to establish a conditional assessment program for the large diameter sewer interceptor system utilizing Multi-Sensor Inspection.

Phase 1 inspection comprised over 300,000 LF of 60" through 198" diameter sewers throughout Houston. RedZone met the inspection challenge by acquiring two years of data in just one year.

Phase 2 inspection consisted of over 300,000 LF of 48" and larger diameter sewers throughout the City of Houston. Once again, RedZone's deployment team cut the anticipated field deployment estimate in half. The subcontractor for Cleanserve (Currently AIMS) performed the cleaning.

Phase 3 inspection comprised over 300,000 LF of 60" through 198" diameter sewers. The multi-sensor inspection assessment was because of Hurricane Harvey sediment and the destabilization of line segments. RedZone subcontracted cleaning portions to Debris Removal Solutions. Once sediment levels were detected from the assessment. Cleaning was assigned, thus returning large-diameter pipe segments to normal conditions.

4279-02 inspection consisted of over 100,000 of 48" diameter. RedZone's deployment team cut the anticipated field deployment estimate in half. The inspection used the multi-sensor robotic platform Responder to collect digital CCTV, Sonar, 3D Lidar/Laser, and H2S Gas temperature sensors while in service and without bypass pumping.

All inspections used the multi-sensor robotic platform Responder to collect digital CCTV, Sonar, 3D Lidar/Laser, and H2S Gas temperature sensors while in service and without bypass pumping.

PITTSBURGH, PA (ALCOSAN)

ALCOSAN DEEP TUNNEL ASSESSMENT AND REGIONALIZATION CONTRACTS



Project Elements

- Multi-Sensor Inspection
- Over 1,000,000 LF inspected
- 18" - 120" diameter
- Baseline for collection system
- No exceeding of contract time

Project Timeline

- 2004 -Current

Project Cost

- $15M + - 2004 to Current

Client Reference

Timothy D. Prevost
Manager of Wet Weather Programs
ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
412-734-8731
timothy.prevost@alcosan.org

RedZone Robotics and the Allegheny County Sanitary Authority, ALCOSAN, located in the Pittsburgh vicinity, have had a long-lasting relationship since 2004. ALCOSAN needed a specialized robot capable of examining the structural integrity of the deep tunnel interceptors, which averaged from 100 to 150 feet in depth with 36" -120" pipe diameters. RedZone Robotics responded by creating the Multi-Sensor Inspection Responder Robot. Weighing 700 lbs. and capable of traveling over 5,000 LF with a fiber optic tether, Responder could operate in high-velocity conditions. The interceptors run close to full capacity and could only allow for the sensor of sonar. The concern from ALCOSAN was how much sediment was in the lines to determine where to remove the quantity of material.

Deep Tunnel Assessment

There were various deep tunnel (150' Depth) sonar projects over ten years, consisting of over 100,000 LF inspected by RedZone. In 2017, RedZone was tasked to reinspect all 162,242 LF of 36" to 126" and to provide comparative data. The result allowed ALCOSAN to accurately detect sediment that could not be defined due to the CSO conditions with increasing flow levels in the lines.

Regionalization Contracts

In recent years, ALCOSAN developed a regionalization program to acquire more collection lines from the 82 communities in the system. A TISCIT (CCTV and Sonar) assessment of the lines was needed, and established regional contract projects. The total footage collected was 1M+ LF LF for sizes 8" to 126" and included multiple forms of RedZone-manufactured sole source equipment.

PROVEN TECHNOLOGY IN OVER 500 CITIES WITH LONG STANDING CLIENTS

RedZone and our team has provided advanced pipeline assessment services to municipalities, contractors, and engineering firms, assessing **over 100 million feet** of sewer line across North America in **over 500 cities** in both large and small diameters and both small and large cites and municipalities. RedZone prides itself on having long term client relationships with the clients, many over 15+ years of repeat services year after year.

PROJECT	CONTACT	SCOPE OF SERVICES	DATES	COST
ALCOSAN Deep Tunnel and Shallow Sewers Inspection Pittsburgh, PA	Timothy D. Prevost Manager of West Weather Programs ALCOSAN 4 12-734 -8731 timothy.prevost@alcosan.org	• Solo and Multi-Sensor Inspection • CCTV / Sonar / Laser • Over 2,500,000 LF inspected • 8" to 120” diameter • Baseline for collection system	2005 - Present	$ 10M+
Sanitary Sewer Inspection & MH Houston, TX	Tu Nguyen Senior Project Manager City of Houston 832-395-5054 tu.nguyen@houstontx.gov	• CCTV & Multi-Sensor Inspection • Over 2,000,000 LF inspected • 24 " to 198” diameter • Baseline for collection system	2005 - Present	$ 10M+
DC Water Large and Small Diameter System Wide Assessment Washington, DC	Chris M. Collier Vice President, Water & Sewer Operations DC Water Sewer Program Management DC Water 202-6 12-3584 chris.collier@dcwater.com	• CCTV and Multi-Sensor Inspection • Over 900,000 LF inspected • Over 6 ,000 MH's inspected • 8” to 14 4 ” diameter • CCTV, Sonar, Laser • Baseline assessment for I/I program	2005 - Present	$ 15M+
Inspection & Cleaning of Sanitary Sewers & Manholes Fairfax, VA	Junaid Malik Engineer IV – Asset Manager Fairfax City 703-239-84 90 Junaid.malik@fairfaxCity.gov	• Over 900,000 LF inspected • 8" to 4 2” diameter • CCTV, Sonar, Laser • Results to assist in consent decree	2010 - Present	$ 3M+
System Wide Sewer Assessment PA American Water 17 Cities	Gerry DeBalko Program Manager American Water 4 84 -855-1006 gerald.debalko@amwater.com	• Digital CCTV & Multi-Sensor Inspection and H2S Gas • Over 1,500,000 LF inspected • Over 10,000 MH's inspected • 8" to 96 ” diameter • Baseline for collection system	2010 - Present	$ 5M+
Large Diameter Sewer Assessments Columbus, OH	John Newsome Columbus Public Utilities Administrator of the Division of Water 6 14 -6 4 5-84 6 0 jgnewsome@columbus.gov	• Multi-Sensor Inspection • Over 700,000 LF inspected • 36 ” to 204 ” diameters • Baseline collection system assessments • No exceeding of contract time	2009 - Present	$ 3M+
Major Interceptors Assessment Baltimore City, MD	Wazir Qadri Baltimore City DPW Project Manager 4 4 3-4 74 -206 5 wazir.qadri@baltimorecity.org	• Multi-Sensor Inspection • Over 250,000+ LF inspected • Results to assist in consent decree and for rehab • High Accuracy Assessment • Virtual Mandrel Bend Radius Reports	2007 - Present	$ 3M+

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FIELD OPERATIONS

Name	Company	Title	PACP Certification #	Expiration Date
Joshua Brenneman	RedZone	Lead Field Operations Technician	U-604-1403	11/13/2028
Derrick Cherry	RedZone	Lead Field Operations Technician	U-0319-070305127	04/03/2028
Brandon Helbling	RedZone	Lead Field Operations Technician	U-416-07003937	10/03/2028
Zachary Kirk	RedZone	Lead Field Operations Technician	P0049292-072024	07/24/2027
Cory McBride	RedZone	Field Operations Superintendent	P0041115-022023	02/24/2029
Zachary Monseau	RedZone	Lead Field Operations Technician	P0033963-092021	07/10/2027
Matthew Moss	RedZone	Lead Field Operations Technician	N/A	N/A
Kevin Runkle	RedZone	Field Superintendent	P0046603-032024	03/12/2027
Doug Shugert	RedZone	Lead Field Operations Technician	U-0420-70309239	01/17/2029
Andrew Taylor	RedZone	Field Operations Technician	P0040975-012023	01/21/2029

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JOSHUA BRENNEMAN

Lead Field Operations Technician

Years of Experience	14 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified
Relevant Experience	• Two Bridges Deepavaal Brook & South Side Interceptors Sewer Evaluation, NJ, October 2017 - Evaluation and multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser of approximately 66,894 linear feet of various size sewers including • Arlington Trinity River Authority Internal Pipeline Inspection and Cleaning, TX, February 2018 - Multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser inspection of approximately 200,000 linear feet • City of Westerville, OH Sanitary Sewer Collection, January 2023 – Over 40,000 linear feet of 15"-18" conventional CCTV inspections • Fairfax County Department of Public Works and Environmental Services Inspection of Sanitary Sewers, September 2023 - Conventional CCTV inspection of 116,000 linear feet of 8”-33” sewer lines and multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser of 58,000 linear feet of 16”-72” sewer lines • Berkeley County Public Service Sewer District Martinsburg, WV, 2021-2025 – CCTV conventional inspection of 124,000 linear feet of 15”-18” sewer lines and multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser of 38,000 linear feet of sewer lines

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DERRICK CHERRY

Lead Field Operations Technician

Years of Experience	8 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified, and CPR/AED/First-Aid Certified
Relevant Experience	• DC Water Inspection of Local Sewers, Washington D.C., May 2022 – Conventional CCTV inspection of 662,000 linear feet of 13”-48” sewer lines • Condition Assessment for Wastewater Pipelines, Yakima, WA, August 2023 – Conventional CCTV inspection of 188,000 linear feet of 12”-27” inch sewer lines • Sewer Inspection of Fairfield, OH, December 2024 – Conventional CCTV inspection of 12,000 linear feet of 21”-33” sewer lines • DC Water Inspection of Local Sewers, Washington D.C., April 2025 – Conventional CCTV inspection of 228,000 linear feet of 13”-48” sewer lines

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BRANDON HELBLING

Lead Field Operations Technician

Years of Experience	10 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified
Relevant Experience	• City of Geneseo, IL Sewer Line Inspections, January 2021 – Conventional CCTV inspection of 23,000 linear feet of 15”-18” sewer lines • DC Water Inspection of Local Sewers, Washington D.C., May 2022 – Conventional CCTV inspection of 662,000 linear feet of 13”-48” sewer lines • Sanitary Sewer Collection System Condition Assessment and Evaluation, Maplewood, NJ, November 2023– Conventional CCTV inspection of 13,000 linear feet of 10”-12” inch sewer lines • Post Hurricane Helene FEMA CCTV Inspections for the city of Spruce Pine, NC , October 2024– Data collection on various size sewers in the aftermath of Hurricane Helene for modified PACP scoring to rapidly evaluate the sewer system after catastrophic damage from Hurricane Helene • DC Water Inspection of Local Sewers Contract 10140, Washington D.C., January 2025 – Conventional CCTV inspection of 22,000 linear feet of 12” sewer lines

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REDZONE.COM

ZACHARY KIRK

Lead Field Operations Technician

Years of Experience	10 years with firm
Education & Certifications	OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified
Relevant Experience	• City of Westerville, OH Sanitary Sewer Collection, January 2023 –71,000 linear feet of 20" - 54" MSI (CCTV/Sonar/Laser) • Fairfax County Department of Public Works and Environmental Services Inspection of Sanitary Sewers, September 2023 - CCTV inspection of 116,000 linear feet of 8”-33” sewer lines and multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser of 58,000 linear feet of 16”-72” sewer lines • City of Austin, TX Multi-Sensor Inspection Program, August 2024 – Deployment and data collection of multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser for 33,000 linear feet of 24”-96” gravity sewers • DeKalb County, GA CCTV and Sonar TISCIT, December 2025 – 23,000 linear feet of CCTV and sonar inspections of 18”-36” sewer lines

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CORY MCBRIDE

Field Operations Superintendent

Years of Experience	3 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified, and CPR/AED/First-Aid Certified
Relevant Experience	• Researches and collects all necessary information surrounding new projects for RedZone Robotics to ensure optimum service and data collection for the majority of our clients • Allegheny County Sanitation (Alcosan) Annual Inspection Contract, Pittsburgh, PA, December 2023 – Oversaw the CCTV collection of over 30,000 linear feet of sewer lines ranging in size from 21”-39” • Oakland County, MI CCTV Multi-Sensor Inspections Phase 1, July 2024 - Oversaw the multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser of over 26,000 linear feet of sewer lines • Houston, TX Sanitary Sewer Robotic Inspection, March 2025 – Oversaw the collection of over 50,000 linear feet worth of multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser /H2S gas data • Woodbridge. VA PWCSA 2025 Multi-Sensor Inspection Program, June 2025 – Oversaw the collection of multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser data of approximately 30,000 linear feet of sewer lines

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ZACHARY MONSEAU

Lead Field Operations Technician

Years of Experience	2 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, and NASSCO PACP, MACP & LACP Certified
Relevant Experience	• DC Water Tiber Creek MSI Inspections Task Order 2, Washington DC, July 2024 - Deployment and data collection of multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser for 20,000 linear feet of sewer lines • Colson Parmer Storm Tunnel, Dearborn, MI, August 2024 - Deployment and data collection of 10,000 linear feet of multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser/lidar from Colson Palmer to River Rouge Channel Outfall • City of Houston, TX Sanitary Sewer Robotic Inspection and Cleaning WO# 15, February 2025 - Deployment and data collection of multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser for 50,000 linear feet of sewer lines • Spokane, WA Interceptor CCTV Sonar & Laser inspection, January 2026 - Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for 7,000 linear feet of sewer lines

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MATTHEW MOSS

Lead Field Operations Technician

Years of Experience	9 years with firm
Education & Certifications	OSHA 8-hour HAZWOPER Refresher and Confined Spaced Certified
Relevant Experience	• City of Westerville, OH Sanitary Sewer Collection, January 2023 – Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 30,000 linear feet of 20”-54” sewer lines • MSI Inspection South Interceptor Royal Street George Trunk Sewer for Naperville, IL, July 2024 - Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 23,000 linear feet of 24”-48” sewer lines • Interceptor Sonar and CCTV Inspections for Lowell, MA, April 2024 – 56,000 linear feet of deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser and data processing up to 120" • IL Glenn Ellyn RJN - Glenbard Wastewater Auth. MSI, September 2025 – Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 27,000 linear feet of 18”-66” sewer lines

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REDZONE.COM

KEVIN RUNKLE

Field Operations Superintendent

Years of Experience	13 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety and Health, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified, and AED/CPR/First-Aid certified
Relevant Experience	• Researches and collects all necessary information surrounding new projects for RedZone Robotics to ensure optimum service and data collection • DC Washington DC Water 220010 Inspection and Cleaning of Local Sewers, July 2022 - Oversaw the deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 200,000 linear feet ranging in size from 13”-66” • RJN Large Diameter Condition Assessment, Baltimore, MD, February 2023 – Oversaw the combined CCTV and Sonar collection of 50,000 linear feet of 20”-60” sewer lines • Fairfax County, VA Inspection and Cleaning of Sanitary Sewers – Phase 4, September 2023 – Oversaw the deployment & CCTV inspection of 116,000 linear feet of 8”-33” sewer lines and multi-sensor inspection (MSI) scanning of digital CCTV/sonar/laser of 58,000 linear feet of 16”-72” sewer lines • Johnson City, TN Interceptor Sewer Condition Assessment, January 2025 – Oversaw the deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 21,000 linear feet ranging in size from 30”-42”

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DOUGLAS SHUGERT

Lead Field Operations Technician

Years of Experience	7 years with firm
Education & Certifications	OSHA 40-hour HAZWOPER, OSHA 8-hour HAZWOPER Refresher, Confined Spaced Certified, NASSCO PACP, MACP & LACP Certified, and AED/CPR/First-Aid certified
Relevant Experience	• RJN Large Diameter Condition Assessment, Baltimore, MD, February 2023 – CCTV and sonar collection of 50,000 linear feet of 20”-60” sewer lines • MSI Inspection South Interceptor Royal Street George Trunk Sewer for Naperville, IL, July 2024 - Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 23,000 linear feet of 24”-48” sewer lines • Johnson City, TN Interceptor Sewer Condition Assessment, January 2025 – Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for over 21,000 linear feet ranging in size from 30”-42” • City of Charlotte, NC Multi-Sensor Investigation Year 1 Phase 2, April 2025 - Deployment & data collection of multi-sensor inspection digital CCTV/sonar/laser for approximately 150,000 linear feet of 18”-60” sewer lines

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REDZONE.COM

ANDREW TAYLOR

Lead Field Operations Technician

Years of Experience	3 years with firm
Education & Certifications	Confined Spaced Certified and NASSCO PACP, MACP & LACP Certified
Relevant Experience	• Trains all subcontractors on how to properly inspect and handle data collection with Solo CCTV robots while also assisting in maintaining/repairing those same robots • City of Philadelphia, PA MSI Inspections, August 2023 – Solo CCTV inspection of over 2,000 linear feet of 10”-12” sewer lines • Sanitary Sewer Collection System Condition Assessment and Evaluation, Maplewood, NJ, October 2023 – Solo CCTV inspection of approximately 100,000 linear feet of 8” sewer lines

TAB 3

STATEMENT OF QUALIFICATIONS AND WORK PLAN

Corporate Headquarters:
195 Thorn Hill Rd, Suite 110
Warrendale, PA 15086
Phone 412-476-8980
Fax 412-476-8981

New Zealand Office:
13 Tarndale Grove
Albany, North Shore, Auckland
Phone +64-9-4799901
Fax +64-9-4799904

Federal ID# 25-1558769

COMPANY BACKGROUND

500 CITIES SERVES, OVER 100 MILLION FEET INSPECTED

Established in 1987, RedZone Robotics, a spinoff from Carnegie Mellon University's Department of Robotics, designs autonomous technology for customized applications. Uniquely positioned to service the wastewater industry and our nation's failing, aging infrastructure, RedZone developed a wholistic and innovative approach with advanced assessment technologies and service applications. Now, collection system owners, operators, and engineers have access to the technology and services necessary to accurately assess their systems in a cost efficient and effective manner.

Establishing itself as a pioneer, leader, and innovator in collection system assessment, our engineering teams first designed specialized equipment to meet the challenges of high flow and difficult-to-reach segments. The goal was to obtain and produce a report with critical, accurate details. **Multi-sensor inspection (MSI)** gathers the quantifiable data for vital mid- and large-diameter segments. MSI provides advanced assessment with synchronized, digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection, and air temperature measurement for the prevention of asset deterioration.



As a response to the industry's need to assess all pipes, our team has developed a solution for 8" to 12" pipes, the vast majority of pipe sizes in a collection system. **SOLO®, a fully Autonomous inspection robot,** provides a fast, efficient means of CCTV inspection. Unique to this asset is the ability to post-process NASSCO defect codes, offsite. SOLO is compact, lightweight, and easily deployed in any location accessible by a technician, allowing access to manholes that a truck-based CCTV platform cannot reach. Teams of SOLO robots, or squads, can be deployed for a rapid, system-wide assessment.

In addition to our robotic platforms, we recognize the need for our clients to view assessment data and interact with a decision support system for reporting, budgeting, planning, and providing work order management. By design, the software delivers a GIS-centric, interactive, sewer asset management program to achieve a more efficient solution for collection system management.

OUR ROBOTS.
OUR CREWS.
OUR REPORTING.
OUR SOFTWARE.
YOUR DATA.



Using this method, our team has provided advanced pipeline assessment services to municipalities, contractors, and engineering firms, assessing **over 100 million feet** of sewer line across North America in **over 500 cities** including:

Akron	Las Vegas	Austin	Montreal	Cedar Rapids
Cincinnati	Salt Lake City	Washington D.C	Spokane	Fort Worth
Houston	Atlanta	Mexico City	Calgary	Pittsburgh
Richmond	Columbus	Seattle	Detroit	Toronto
Arlington	Los Angeles	Baltimore	New York	Charlotte
Cleveland	San Francisco	Dallas	Minneapolis	Honolulu

PROJECT PLANNING AND MANAGEMENT

Project Implementation Overview

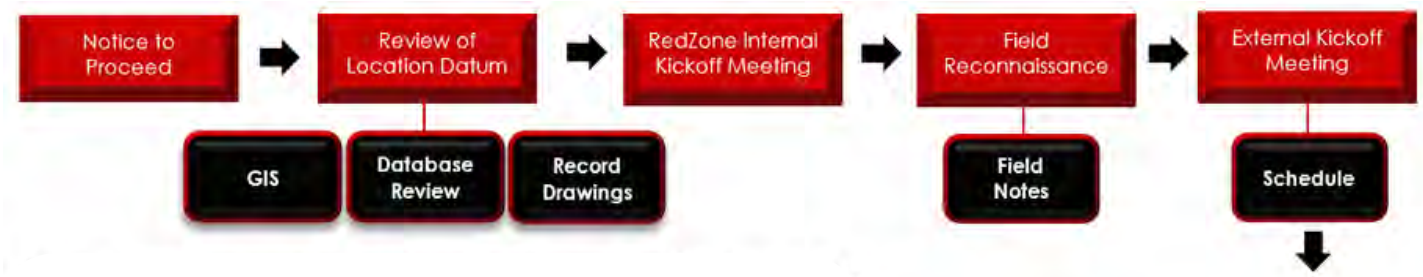
Once contract administration is completed, RedZone Project Manager works with the city to establish the project deployment objectives, communicate with the owner and engineer project team on initial goals, and assign the field crew personnel. Once the Notice to Proceed is established, the Project Manager will begin the work and schedule weekly progress meetings bringing transparency. Considerations in the mission plan will consider timing, implementation, local notifications, permitting, and traffic control locations if needed.

All data processing is completed by RedZone certified technicians and engineering staff. Data is transferred via FTP and internal servers to the VP of Data Services, Chris White, who can then coordinate the quality checks and database generation. This internal server setup will also allow the Project Manager visibility into the day-to-day defect coding, sensor processing, and report creation. The Project Manager will also work in close accordance with the VP of Data Services to address client questions, concerns, and any project requirements.

Initial Project Planning and Information Gathering Details

RedZone Robotics regularly meets and sets up progress meetings with the owner's team to review the scope of work, coordinate information gathering, mission planning, and project scheduling. Regularly scheduled meetings will occur to review the project schedule, milestones, and provide a daily and weekly progress reports and updated schedule. RedZone will work with the city's project team to gather existing construction drawings, GIS data, and available flow data. Our team will then conduct an in-field investigation and reconnaissance of available access portals and conduct a pre-assessment of observable conditions looking from the top of manholes. Once pre-planning is complete, the field deployment leader will establish a mission plan detailing the reaches of pipe to be achieved for each deployment based on prioritization input from the owner.

Initial Project Planning Diagram



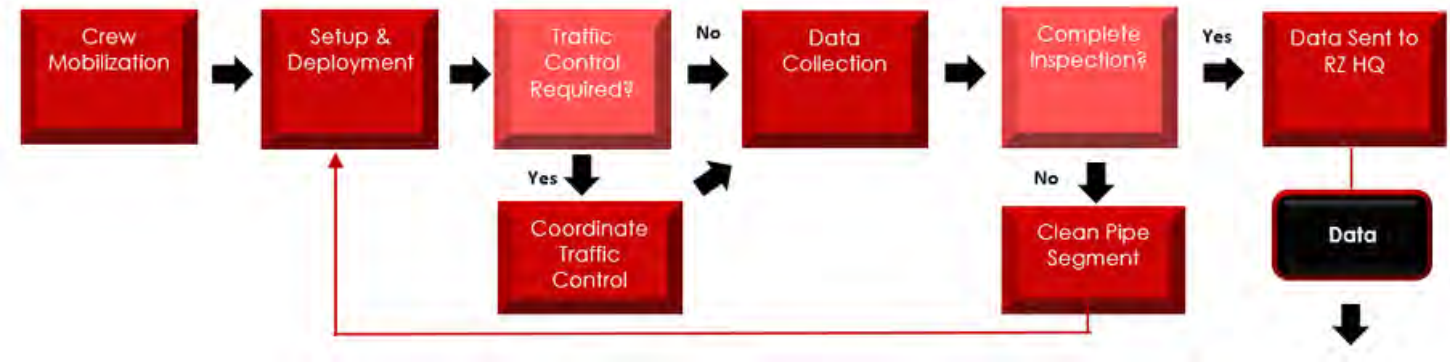
For Large Diameter Multi-Sensor Field Deployment and Data Collection

RedZone will inspect pipe conditions with a vast fleet of multi-sensor inspection equipment utilizing Digital CCTV/Sonar/Laser sensors. Depending on the robotic asset, 3D Lidar can be collected for bend radius reporting and virtual mandrel to aid any future rehabilitation needs. All field inspections will be completed by trained and certified operators using established deployment protocols and procedures. RedZone Field Crew Supervisors will coordinate with the Project Manager and Field Crew Personnel to determine best procedures for complete inspection based on investigation notes and pipe conditions that day.

RedZone can handle most any type of flow rates and conditions in larger diameter sewers with a 95% or greater completion of inspection in 'as-is' conditions with no pre-cleaning required. This creates an immediate ROI by cleaning only where it is necessary. Sediment data can then be quantified for best cleaning rehabilitation methods, if necessary, RedZone's equipment allows for long runs which typically eliminates the need for major traffic control.

PROJECT PLANNING AND MANAGEMENT

Field Deployment and Data Collection Diagram

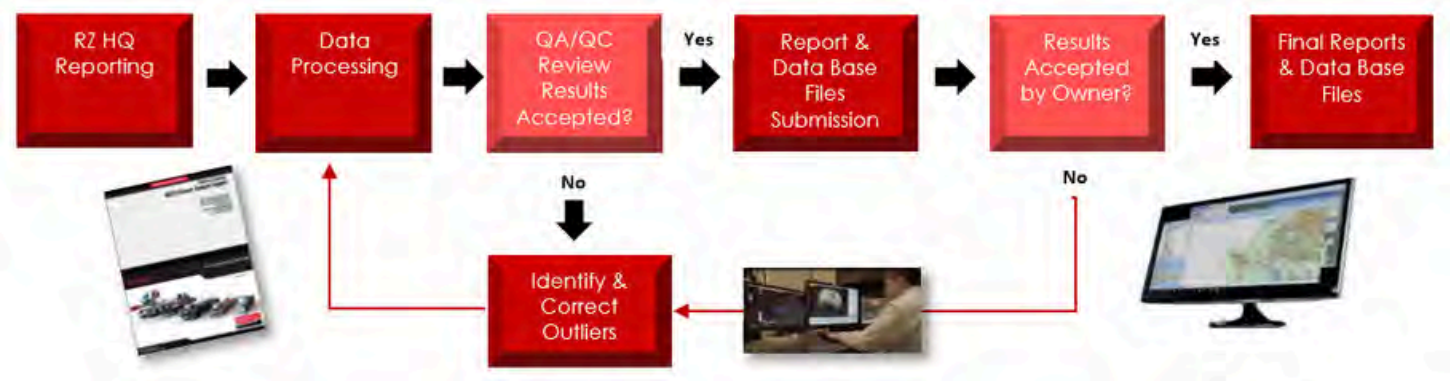


Data Processing - Draft Report / Final Reporting & Technical Review
Reporting and Assessment

RedZone Robotics will prepare all pipeline reports, containing visual profile, profile comparison, and dimension data of significant defects to survey the pipe.When Sonar and Laser data are collected, they are post processed offline by trained engineering reporting technicians for accurate debris levels and profiling calculations. RedZone imports all data captured during the inspection into the NASSCO PACP 7.0 certified software for PACP coding, MSI processing, and QA/QC. This post-inspection processing allows for fine-tuning inspection attributes and databases.

RedZone has successfully completed this task on similar scopes before. This includes the viewer for the Multi-Sensor Inspection results which other firms struggle to complete.

The use of allows for GIS-based viewing of condition defects as well as query and filter features, ensuring proper and accurate reporting techniques, easily identifiable outliers in the datum and faster corrections and revisions. It also contains the ability to create an executive summary that will clearly show the location, in relation to adjacent manholes (i.e., stations), of each lateral/main connection discovered. Other data of significance such as the locations of unusual conditions, cracks, misalignments, collapsed Items, presence of debris and deposits will also be included as brief and informative comments of the sewer pipeline conditions. All data is then exported into a PACP-exchange Microsoft Access database for import into any compatible software program utilized by the owner. While QA/QC is performed within, RedZone will additionally use a compatible software for data visualization, integration, and validation. This ensures the final deliverables meet the necessary requirements for the scope of work.



3c. Services Expected of the City

RedZone does not have any services expected of the City.

TAB 4

COST SCHEDULE

Cost Proposal

Cost Proposal is provided in a separate sealed envelope per the RFP instructions.

TAB 5

INFORMATION REGARDING:
FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

5. Information Regarding Failure to Complete Work, Default and Litigation

5a. Have you ever failed to complete any work awarded to you?

No

5b. Have you ever defaulted on a contract?

No

5c. Is there any pending litigation which could affect your organization's ability to perform this agreement?

No

5d. Has your firm ever had a contract terminated for cause within the past five years?

No

5e. Has your firm been named in a lawsuit related to errors and omissions within the past 5 years?

No

5f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws?

No

5g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

No

TAB 6

EXCEPTIONS AND ALTERNATIVES

6. Exceptions and Alternatives

RedZone does not have any exceptions or alternatives to the requirements of the RFP.

TAB 7

ADDITIONAL DATA

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LIMITED LIABILITY COMPANY RESOLUTION

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 6)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest ☑

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

RedZone Robotics, Inc.
(Name of Company, if applicable)

Janeen Blackert — August 3 2026
Signature of Individual (or Authorized Signatory) — Date

Janeen Blackert, Controller
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] Hand-Delivered [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

Print Name and Title of Authorized Representative:

Janeen Blackert, Controller

Signature of Authorized Representative:

Janeen Blackert

Date: 8-3-2024

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Pennsylvania

SS.: 25-1558769

County of Allegheny

Janeen Blackert, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Controller of RedZone Robotics, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ ____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ ____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Dave Petrosky	President and CEO		
2	Janeen Blackert	Controller		
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: RedZone Robotics, Inc.
Name of General Partner/ Sole Proprietor

195 Thorn Hill Road, Suite 110, Warrendale, PA 15086
Address of Business

State of Pennsylvania)

) SS

County of ~~Allegheny~~ Butler)

Commonwealth of Pennsylvania - Notary Seal
Faith Holcomb, Notary Public
Butler County
My commission expires August 4, 2029
Commission number 1459943
Member, Pennsylvania Association of Notaries

Janeen Blackert being duly sworn,

Deposes and says that he/she is Controller of RedZone Robotics, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of August 2026.

Faith Holcomb
(Notary Public)

My Commission Expires: August 4, 2029

For Corporation

Witness

RedZone Robotics Inc
Name of Corporate Signatory

RedZone Robotics, Inc.
Address of Business
195 Thorn Hill Rd Ste 110
Warrendale PA 15086
Affix Corporate Seal

By: Janeen Blackert
Name of Authorized Corporate Officer

Its: Controller
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Commonwealth of Pennsylvania - Notary Seal
Faith Holcomb, Notary Public
Butler County
My commission expires August 4, 2029
Commission number 1459943
Member, Pennsylvania Association of Notaries

State of Pennsylvania)

) SS

County of ~~Allegheny~~ Butler)

Janeen Blackert being duly sworn,

deposes and says that he/she is Controller of RedZone Robotics, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of August 2026.

Faith Holcomb
(Notary Public)

My Commission Expires: August 4, 2029

Witness

RedZone Robotics Inc.
195 Thorn Hill Rd Ste 110
Warrendale PA 15086

Janeen Blackert
Controller

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 07/15/2026 4 _____

2 07/28/2026 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

25-1558769
Social Security Number
or Federal Identification Number

Janeen Blackert
Signature of Individual or Corporate Name

Janeen Blackert
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name RedZone Robotics, Inc.
By: Sam Cancilla, VP of Business Development
(Title)
Business Address: 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086
(City, State, Zip Code)

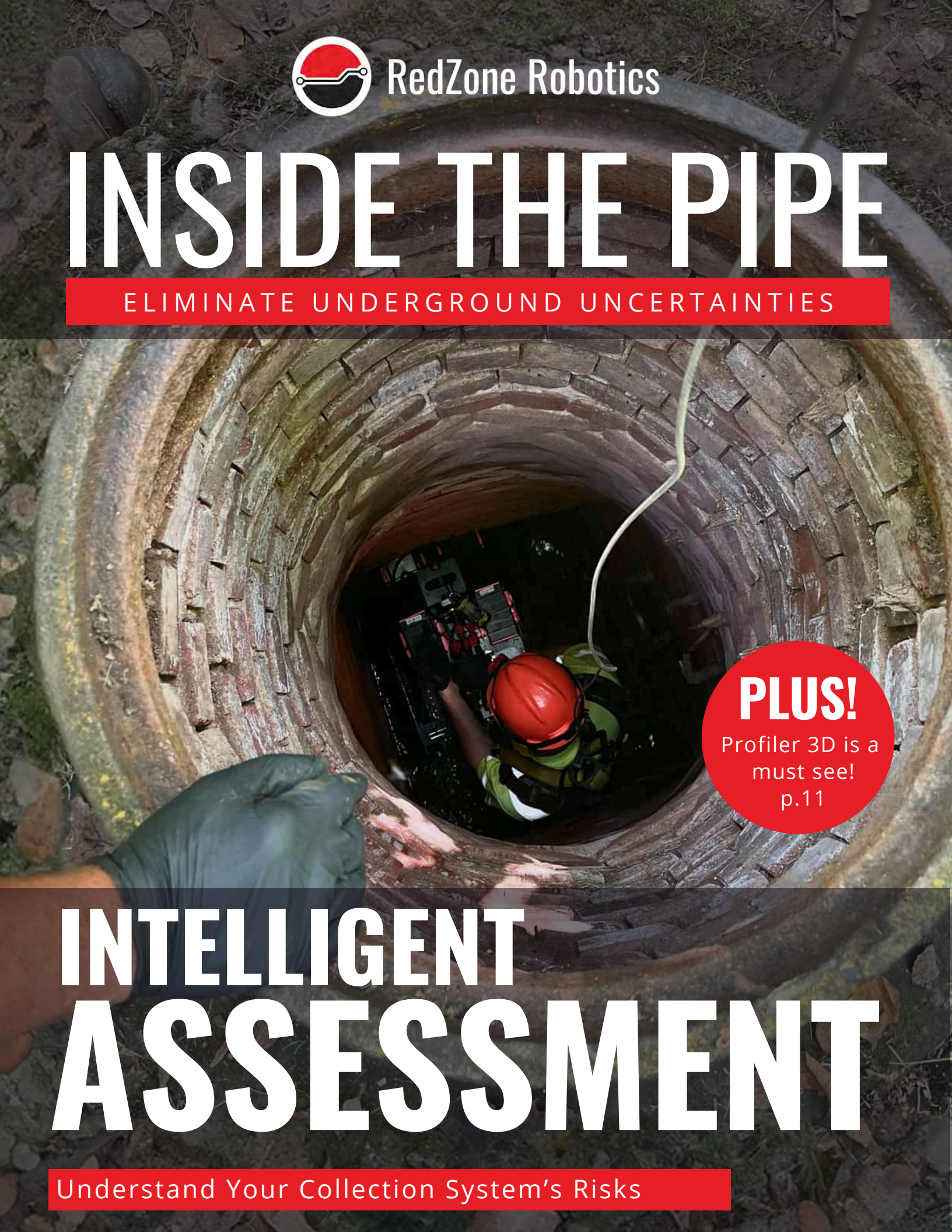
Phone: 412-476-8980
Email: scancilla@redzone.com
Date: 8-3-2026

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

RedZone Robotics

INSIDE THE PIPE

ELIMINATE UNDERGROUND UNCERTAINTIES



PLUS!
Profiler 3D is a must see!
p.11

INTELLIGENT ASSESSMENT

Understand Your Collection System's Risks

CONTENTS

INTEGRITY™

03
MANAGE YOUR DATA
Plan for the future with Integrity™.

05
PREDICT YOUR COLLECTION SYSTEM
Understanding how Artificial Intelligence aids Asset Management

INSPECT

07
ASAP - SYSTEM WIDE ASSESSMENT
Inspect your entire system with ASAP.

09
LARGE-DIAMETER INSPECTION
Multi-sensor inspection for big pipe.

13
SMALL DIAMETER INSPECTION
Fast and easy, fully-autonomous inspection.

16
MANHOLE INSPECTION
Stop I&I in its tracks.

TECH

19
MEET THE TEAM
Get to know our advanced inspection technology.

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CEO'S NOTE



DAVE PETROSKY
President and CEO

IT'S TIME TO ADAPT.

The adage of "It's the way we have always done it" is no more.

As many cities and utilities continue to face challenging emergencies and environmental disasters due to failing infrastructure, it is important to look at how our maintenance and assessment programs can be improved to prevent these failures - not just react to them.

This requires flexibility; to identify and leverage new technologies AND new ideas. RedZone is at the forefront of condition assessment and data management, making it even easier to inspect and protect your most critical underground assets. From our "Inspect-to-Clean" ASAP program to our versatile Integrity™ asset management software, we are here to lead you from inspection to insight.

Dave Petrosky

MANAGING YOUR COLLECTION SYSTEM

with Integrity

INTEGRITY

Utilities are acquiring larger and larger data sets - from cctv inspection videos to as-built records to work orders. With this influx of data, these entities need the ability to sift through this information and make actionable decisions. They key differentiator? Make it easy.

Welcome to Integrity™.

BETTER MANAGE YOUR COLLECTION SYSTEM

Data with Integrity™



ASSET MANAGEMENT FROM ANY BROWSER

Integrity™ lets you view every asset in your system from the security and simplicity of any browser. Further, you can view that asset's history of inspections and work all in one place - no need for hard drives or multiple applications!

View from anywhere:

- GIS from Esri's ArcGIS Online
- 3D photogrammetric models
- 360-degree/flattened videos
- NASSCO certified defect coding
- **Laser/Sonar Data**
- Work Orders and Planning
- **Dashboard Metrics**

GIS INTEGRATION

Seamlessly create GIS overlays of severity scores for identifying hot spots in your system. Establish lateral and defect layers to integrate right back into ArcGIS.

HIGH-RESOLUTION VIDEO

With the upgrade on **Profiler 3D®**, 360-degree videos and 3D models are no longer limited to just vertical structures. Capture high-fidelity imagery in your large-diameter pipes, and never miss a defect again!

NASSCO DEFECT CODING

Integrity™ is NASSCO-Certified, which means it is platform agnostic. Whether these are RedZone's robotic inspections or performed using other camera manufacturer's, all data and coding can live in one place.

WORK ORDER MANAGEMENT

Whether it is a service call or routine cleaning, it is important to have one place to keep those records. Integrity allows a quick view to see what work has been completed against an asset, simply by selecting it right from the GIS view.

MULTI-SENSOR INSPECTION

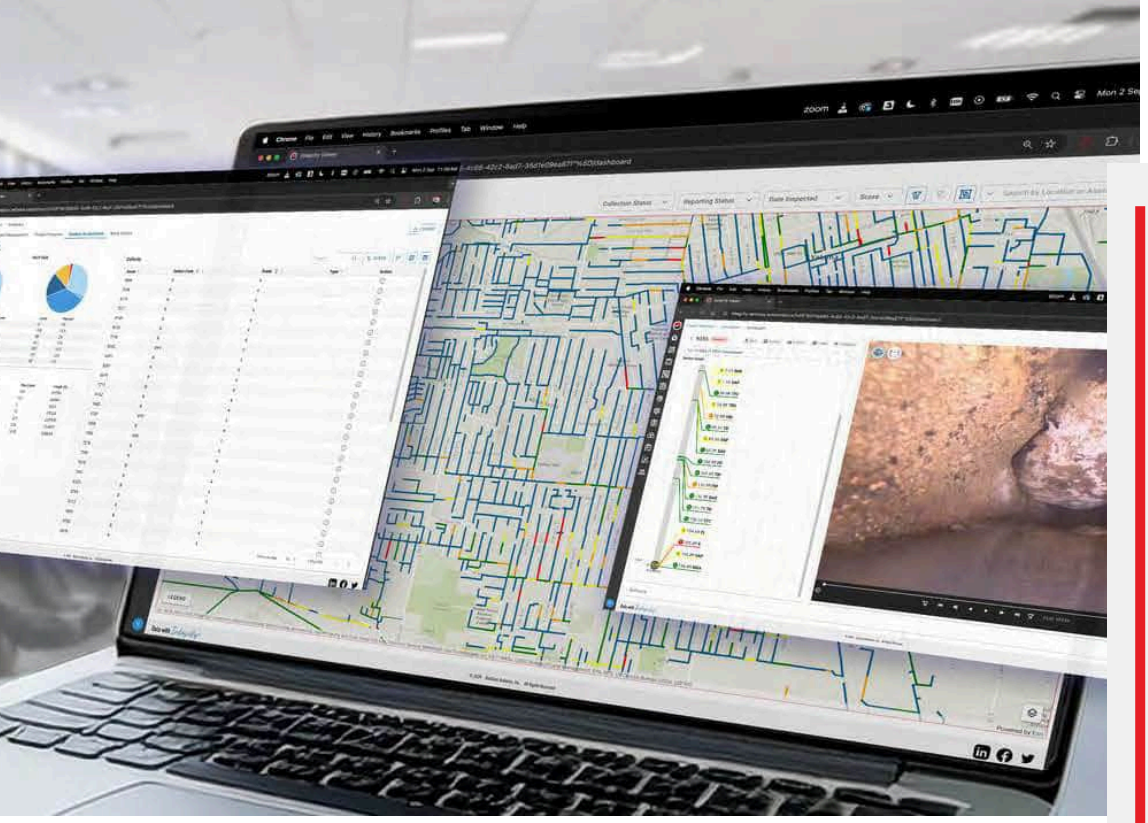
MSI is the most comprehensive form of pipe inspection, and that quantitative data lives in Integrity. Cross sections, flat graphs, and debris volumes are now present within the Inspection Viewer.

SIMPLIFY REPORTING

With Integrity's new dashboard functionality, you can follow along with the progress of any inspection project. Monitor inspections and set action items for access issues or traffic control.

For system condition reports, Integrity has breakdowns for both pipes and manholes, showing you the percent of assets affected by NASSCO grade levels. Quickly filter to the defects and prioritize the problems you are most concerned about!

Data with Integrity™



Centralized Location for all Inspection Data

Easy to Use Dashboards for Quick Summaries

Identify Problem Areas and O&M Requirements

Monitor Work Orders and Maintenance Progress

Integrated Mobile Field Application

Track changes in your system over time

View assets geospatially to efficiently plan maintenance routes



INTEGRITY FIELD -
Real time work order management and data entry

INTEGRITY PRO

with AI

PREDICT CONDITIONS OF YOUR COLLECTION SYSTEM

With ever increasing advancements in technology, and AI becoming the latest trend, it is time to see how your smart data can be even smarter. Predictive analytics tools coupled with GIS can help establish an asset management plan based on **Likelihood of Failure (LoF)** identifying tomorrow's failures today.

WHERE DO WE GO FROM HERE?

When faced with limited resources - time, budget, and manpower - it can often feel like you are just trying to keep up, much less get ahead, of your maintenance requirements. The operations efforts completed are often put to the side for the next set of work orders and daily tasks. Inspection records simply get stored with other legacy videos on the server or on the shelf. But what if there was further use for this data? Could it provide more **value** to our planning decisions?

INTRODUCING INTEGRITY PRO™.

Integrity Pro is a predictive analytics model that uses your historical inspection records to identify highest risk pipes. It combines NASSCO PACP data, and any maintenance work completed, with a proprietary set of geospatial models - soil conditions, population density, and many others.

The model will then rank the pipes within your system for identifying risk: which pipes that have not been inspected are most likely to have a structural or operations failure?

Identify 65x as many failures

IntegrityPRO™ powered by VODA.ai

MODEL ACCURACY

Even in the earliest tests, the predictive model was able to successfully identify **50%** of failures within the first **12%** of pipes it ranked as likely to have one. This means that within the first yearly inspection cycle, *nearly half of the defects* could be found and resolved prior to emergency.

Identifying these future issues makes planning and budgeting easier and ensures proper prioritization for O&M activities.

Integrity Pro also goes hand-in-hand with RedZone's ASAP - Accelerated System Assessment Program. Whether it's before inspections, so that crews are tackling the worst areas first, or in post, when your model is established using all data collected.

Integrity Pro equals Proactive Management.

SYSTEM-WIDE ASSESSMENT

Inspect faster, shrink your spending, and get all the data you need to understand and manage your collection system.

Understanding the health of your entire system is the first step to safeguarding your assets against costly failures that can harm the environment and threaten the safety of your community.

RedZone's ASAP®, or Accelerated System Assessment Program, helps you gather the comprehensive and actionable data required to make critical decisions about your collection system. Get a complete picture of your assets with our three-phase inspection process while decreasing spending, accelerating timelines, and reducing your carbon footprint.

INSPECT TO CLEAN METHODS FOR FASTER, LESS EXPENSIVE INSPECTION

ASAP's Phase one inspect-to-clean method means that you save time and money cleaning only the pipes that require cleaning in order to inspect. For most projects, this means approximately 20% of pipes may require cleaning prior to inspection, shortening the inspection process and overall timeline, and putting money back in your budget for required operations and maintenance activities. Why clean pipes that don't require cleaning?

A COMPLETE PICTURE OF YOUR COLLECTION SYSTEM

An ASAP inspection provides clear insight about every asset in your system with high-resolution imagery and video. Get NASSCO certified defect coding, GIS mapping, and dashboard reports to help you feel confident in your infrastructure planning and decisions. Our SaaS platform, Integrity, lets you access your inspection data, whenever you need, and share access with team members in any location. See your data clearly, make informed decisions, and protect your system.

THE BENEFITS OF SYSTEM-WIDE INSPECTION

OVER THE COURSE OF A 240 MILE INSPECTION

Save time
Shorten timelines by up to 600%.

Save money
ASAP can cut overall cost by 20-30%.

Reduce your carbon bootprint
Use 87.5% less fossil fuels. A 30 ton CO2 reduction compared to traditional inspection methods.





The data that would have taken us 15 years to gather by conventional televising methods now took only 15 months.

STEPHEN HOGAN
Peachtree City Water and Sewage Authority

SATISFY EPA REQUIREMENTS

The EPA recommends an entire system be inspected every 10 years. Many systems often fall behind because of emergencies and system failures, often leaving them with no way to catch up. By augmenting the utility crews, RedZone's equipment services can continue proactive inspections to hit annual targets while utility field operators continue to perform the day-to-day maintenance and repair tasks within the system. This ensures progress is made - every day.

CIP BUDGETS MADE EASY

With this comprehensive view of the system, a utility can quickly identify the assets within their system in worst condition, facilitating the identification of methods for rehabilitation and maintenance and obtaining appropriate funding. Going further, this utility can now plan out the next few years for operations and maintenance and establish a schedule for routine inspections with their own field crews, and get back into a yearly cycle for any regulatory or compliance reporting.

CASE STUDY | YAKIMA, WA

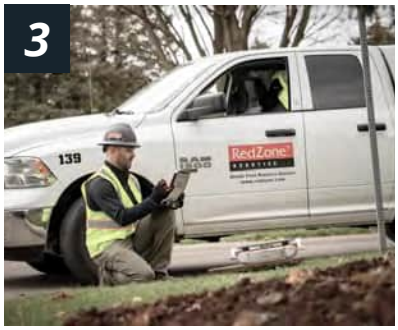
1,650,000 FT : 8"– 84"

With limited staff and equipment, and in preparation for upcoming Capital Improvement Plan (CIP) projects, the city needed inspection data - fast. ASAP allowed Yakima staff to prioritize maintenance where it mattered most.

The inspection data allowed the city to catalog NASSCO PACP defect codes, as well as imagery and videos for every linear asset in their system, streamlining data review and budget planning all within Esri's ArcGIS.





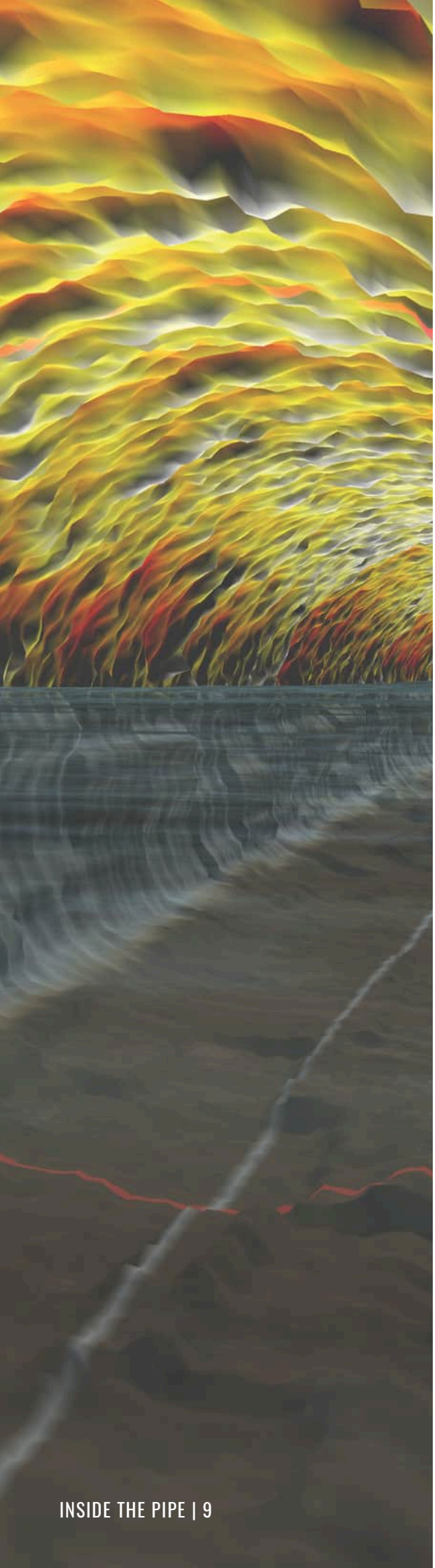


AS EASY AS 1, 2, 3

Phase 1
Identify and inspect assets in "as-is" conditions to identify failures and determine appropriate operation and maintenance (O&M) needs.

Phase 2
Locate assets that could not be found, as well as perform required cleaning and maintenance.

Phase 3
Final inspection of remaining assets.



MSI Multi-Sensor Inspection LARGE-DIAMETER

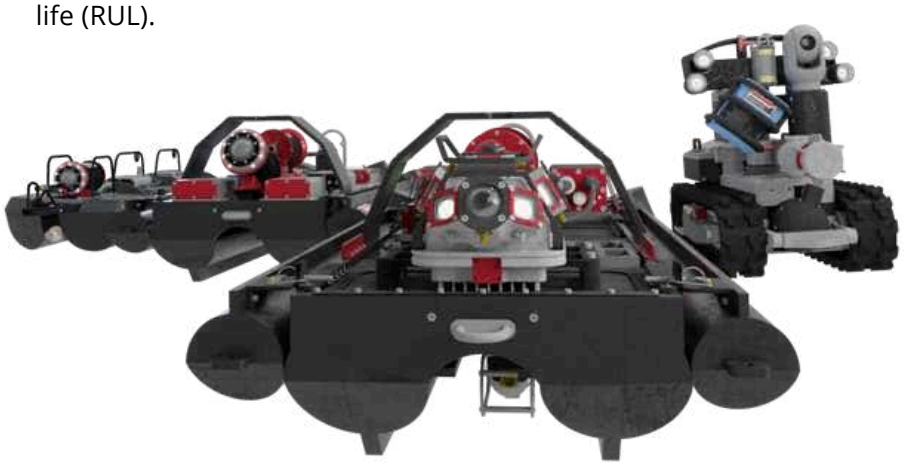
WHY MULTI-SENSOR INSPECTION?

Large-diameter pipes can pose some of the greatest risk to the health and safety of your communities due to their size and the large volume of wastewater they transport. Protect your system from catastrophic failures by proactively inspecting, in order to plan and prioritize asset maintenance.

RedZone's multi-sensor inspection tools gather laser/LiDAR, sonar, high resolution CCTV, as well as gas and temperature measurements. Not only that, but our tools are built for the toughest conditions. Don't let flow stand in your way. We've got a tool for that.

WHAT DATA DOES MULTI-SENSOR INSPECTION PROVIDE?

Multi-sensor inspection provides the infrastructure insight needed to plan for the future of your collection system. Get accurate structural and debris measurements to help you determine remaining useful life (RUL).



ASSESS STRUCTURAL DEFECTS AND DAMAGE

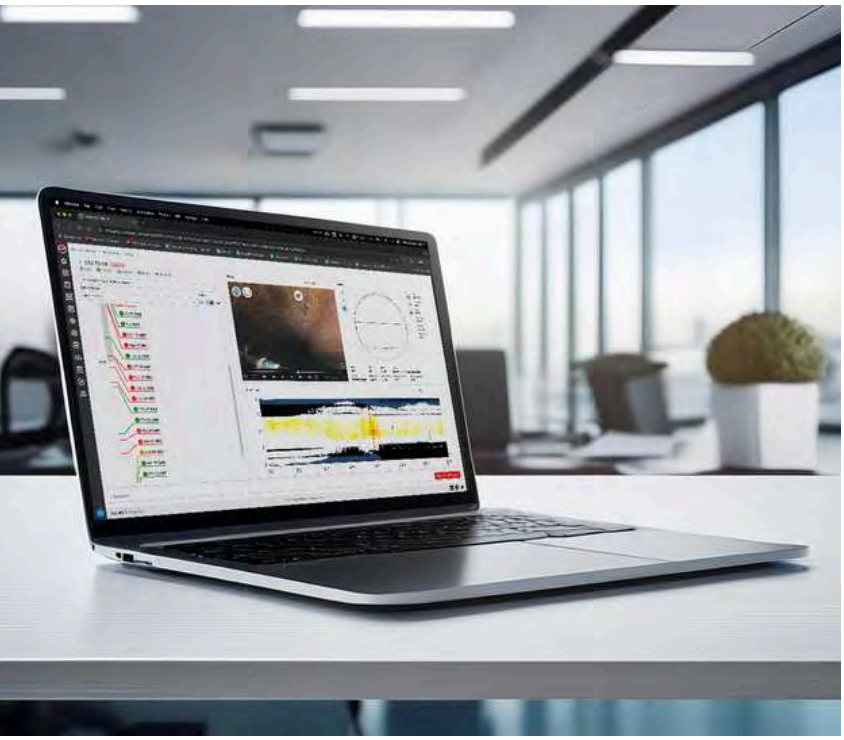
Get precise measurements for corrosion, ovality, deflection, degradation, and other infrastructure damage.

QUANTIFY SEDIMENT AND DEBRIS

Accurate quantification of sediment and debris makes capacity analysis simple. Establish capacity lost due to reduced flow channel and determine more accurate cleaning costs based on volume.

DETERMINE REMAINING USEFUL LIFE

Accurate dimensions and precise modeling allow you to easily determine remaining useful life.



WEB BASED DYNAMIC DATA VIEWER

The full suite of Multi-Sensor Inspection dynamic viewing capability is now available in Integrity. No longer are engineers and decision makers limited to static pdf reports.

End users will now have the capability to drill down frame by frame into the rich data provided by RedZone's suite of MSI tools, Export capabilities allow for data be seamlessly downloaded from the viewer and imported into other engineering tools using non propriatry formats.

CASE STUDY | Arlington, TX

18,325 FT : 60"– 66"

A 66" line with no prior history of failure collapses, resulting in an immediate repair cost of $140,000. As a result, the city commences design to replace the entire 18,325 feet of critical infrastructure – to the tune of $20 million.

An MSI inspection of the entire line provided the city with the information that only 1,000 feet of the trunk sewer required immediate replacement, **saving the city $17 million** in capital improvement spend.

Core sampling, performed separately, verified the corrosion findings from the multi-sensor inspections.

- CIP Savings of **17 Million** as not all the pipeline required replacement
- Only **5%** of the line required replacement

With RedZone's proven MSI technology, the Fort Worth Water Department has saved $2.9 million in large-diameter cleaning costs to date. It is estimated that the Interceptor Condition Assessment Program methodology of "inspect-to-clean" will result in a savings of $15.2 million in cleaning costs over the six-year program.

DARREL GADBERRY
Field Operations Division Coordinator



THE FUTURE OF SEWER INSPECTION IS HERE

PROFILER 3D®

At RedZone Robotics, we believe in pushing the boundaries of what's possible. For over 20 years, we've been pioneering the field of multi-sensor inspection, and now, we're ready to introduce a breakthrough that will redefine how municipalities and engineers approach sewer maintenance.

Profiler3D® Multi-Sensor Unit – a transformative leap forward in technology and innovation.

A NEW ERA OF PRECISION AND INSIGHT

BUILDING ON TWO DECADES OF EXPERIENCE

Imagine having the power to see the unseen and understand the intricacies of your infrastructure with unprecedented clarity and detail. Our latest MSI unit, Profiler 3D is not just an evolution; it's a revolution. Designed from the ground up, this technology is built to empower you with the insights you need to make smarter, more informed decisions. The highest resolution virtual 360° video in the industry offers you immersive visuals of your large-diameter pipelines, allowing for unparalleled imagery that enables accurate assessments and proactive maintenance.

Gone are the days of subjective analysis. With high-resolution cameras and advanced cloud computing, our unit creates photogrammetric digital twins that provide precise, quantitative measurements or corrosion or deformation. This means you can utilize accurate digital twins for rehabilitation and lining projects, gaining a clear understanding of defect location and geometry beneath the surface. Our innovative approach ensures you know exactly which pipes require cleaning, optimizing your resources and eliminating unnecessary expenditure on pipelines that are already in optimal condition.

UNLEASHING THE POWER OF INNOVATION

At the heart of our 4th Generation Multi-Sensor Profiling Unit is a suite of advanced technologies designed to deliver a comprehensive assessment of your sewer systems. Using structured light or LIDAR technology, the unit conducts detailed corrosion and deformation analyses, offering insights into potential vulnerabilities before they become critical issues. Sonar profiling delves into the depths, identifying volumetric sediment and debris beneath the flow to ensure your pipelines are clear and functioning optimally.

Our dynamic reporting system revolutionizes how data is utilized, moving beyond static PDFs to offer real-time insights via a cloud-based platform. Engineers can now interact with data on a deeper level, making informed decisions backed by evidence. Moreover, by identifying areas of hydrogen sulfide corrosion in concrete pipes, municipalities can better plan for long term rehabilitation efforts, reducing the risk of sanitary sewer overflows and minimizing EPA fines.





With the ability to inspect pipes ranging from 20 to 240 inches, our unit adapts effortlessly to meet your inspection needs, providing the versatility required to tackle diverse challenges. The battery-powered design frees you from the constraints of communication cables, allowing you to explore long distances with unmatched autonomy and flexibility. Equipped with NVIDIA Jetson™ technology, the unit offers robust onboard data storage, ensuring every byte of data is captured, stored, and ready for analysis.

TRANSFORM INSPECTIONS WITH INSIGHTS THAT DRIVE PROGRESS

Join Us on the Cutting Edge

This is not just a tool; it's a revolution in how we understand and interact with our infrastructure. Our multi-sensor profiling unit transforms the inspection process, delivering insights that inspire action and drive progress. By understanding and managing the risk of pending infrastructure failures, you can ensure the safety and resilience of your city while proactively addressing potential hazards.

At RedZone Robotics, we're not just changing the game; we're inventing a new one. Our commitment to innovation has led us to create tools that empower engineers and municipalities to lead with confidence and foresight. Join us at the upcoming trade show and witness the future of sewer inspection. See how our Profiler 3D multi-sensor unit can transform your approach to infrastructure, delivering insights that drive progress and ensure the longevity of your city's most critical systems.



PROTECT YOUR PIPES

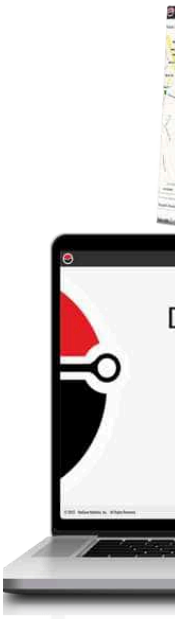
WITH SMALL DIAMETER INSPECTION

With hundreds of millions of feet of 8 to 12 inch pipe transporting wastewater in cities across the nation, small diameter pipe inspection is one of the most common services we provide. We understand the importance of getting to know your small diameter assets quickly. We keep your workers, community, and the environment safe, while creating as little disruption as possible.

Safer, faster inspections with SOLO®

A SOLO® inspection allows you to gather up to 6 times the data as traditional CCTV inspection. That's 5,000 feet per day, per crew member! Not only that, but the average SOLO deployment takes as little as 10-15 minutes and its lightweight build requires less effort to transport and deploy.





> Our work with RedZone has allowed us to move from reactively repairing our system to proactively assessing and managing it. The information provided by RedZone has continually increased the efficiency of our asset management and given us the ability to prioritize our repair and O+M needs and structure our annual budget accordingly.

MATT SEBASTIAN, P.E
Township Engineer



Get clear and complete data for every pipe in your system. 360-degree views of your pipes' interior and NASSCO scoring allow you to make more confident operations & maintenance decisions.

360-degree Video

Small diameter inspection provides high-resolution imagery and video of your pipes' interior. Use virtual pan, tilt, and zoom technology to visually inspect every inch of your assets.

Defect Coding

NASSCO certified defect coding provides a ranking of defects by severity, allowing you to understand the true condition of your system and plan for the future.



INTEGRITY Cloud based inspection viewer and asset management tool

SMALL DIAMETER PIPE BY THE NUMBERS

In the US, there are 800,000 miles of public sewers

80% of these sewers are 8″-12″ and are considered small-diameter

EPA estimates there are at least **23,000 - 75,000 SSOs per year**

STOP I&I IN ITS *Tracks*

Up to 90% of inflow and infiltration (I&I) can be attributed to manholes. With 20 million manholes across the US providing access points to our sewer systems, these assets can significantly increase maintenance and operations costs by allowing additional flow to enter your collection system.

THE IMPORTANCE OF MANHOLE INSPECTIONS

Understanding your vertical assets not only protects your community and the environment, but can provide immediate cost savings. A single, half-inch hole can admit as much as 5 million gallons of additional water into your system in just one year.

SHRINK YOUR COSTS

Repairs can be costly, but manhole rehab can yield 3-4 times more I&I reduction per dollar spent than pipe rehab, significantly reducing maintenance expenses over time.

PROACTIVELY ASSESS THE STATE OF YOUR SYSTEM

Regular vertical inspection allows you to beat the reactive repair cycle with robust inspection data to guide your decision making processes. Increase the resiliency of your system by monitoring potential problem areas.





GET THE DATA YOU NEED

TO PINPOINT I&I

Vertical asset inspection provides you complete data on every manhole in your system. Get reliable infrastructure intelligence to help you plan for the future.

CLEAR IMAGERY

360-degree and flattened videos allow you to see every inch of the interior of your manhole.

3D MODELS AND POINT CLOUDS

Interactive 3D modeling and point clouds provide a digital twin, able to be manipulated and measured with the click of a mouse.

NASSCO DEFECT SCORING

Gather NASSCO certified defect scoring to easily identify areas where O&M budgets should be focused.

THE CALM BEFORE THE STORM



Proactive I/I Remediation in Brevard County, FL

Brevard County is home to over 600,000 people. Situated on the East Central coast of the state, it stretches from the City of Palm Bay in the South to Titusville in the North. It encompasses sixteen (16) municipalities including the popular Cocoa Beach and Cape Canaveral. Brevard is also home to over 250 square miles of wildlife refuges which sit alongside the Indian River Lagoon. This area is considered one of the most bio-diverse estuaries in the Northern Hemisphere.

With such important national treasures and delicate environments, Brevard County Utilities is aware for the need to be prepared for major weather events. Unfortunately, in 2017 the below ground infrastructure was not as ready.



BACKGROUND

Brevard County Utilities operates and maintains nearly 600 miles of gravity wastewater collection system mainline, from 6-inch up to 36-inch and 13,000 maintenance holes. Over 95% of these pipelines are 12-inch and less and consist of polyvinyl chloride (PVC) and vitrified clay pipe (VCP) materials.

There are 6 different service areas in various unincorporated locations of the County for this gravity sewer:

Mims: ~36 miles
Port St. John: ~8.5 miles
Merritt Island: ~102 miles
South Central: ~238 miles
South Beaches: ~179 miles
Barefoot Bay: ~36 miles

PROBLEM

In late August of 2017, a tropical wave pattern had formed off the coast of Africa, and rapidly evolved into the strongest hurricane on record over the open Atlantic Ocean. After making landfall in Cuba and causing significant destruction, it re-intensified in the Straits of Florida before hitting the Florida Keys. By September 4th, the Governor had declared a state of emergency.

Within days 10 inches of rain fell in the County, equating to 2.3 billion gallons of water in the system area. The rainfall and storm surges left the South Beaches facility unable to handle the increased flow now in the system. Utility officials chose to discharge over 20 million gallons of untreated water to the Indian River Lagoon rather than backup into homes.



Project Highlights

- **75%** of system assessed using "Inspect to Clean Approach
- **600,000** linear feet inspected in **30 days**
- All inspections and scores tied back to County's **GIS**

SOLUTION

In 2019, Brevard utilized a piggyback contract nearby for sewer inspection and assessment services. While the concept of inspection was not new, the technology specified was new to Brevard. Robotic crawlers capable of inspecting 3-4x times the footage of a conventional camera was exactly the solution they needed.

RedZone Robotics' Solo autonomous robot allowed the County to capture 4,500-5,000 feet a day, providing a significant value to the speed and spend of the project. This shortened the timeframe for assessment so that the entire system could be inspected in just a few years.

Extreme infiltration was apparent as a majority of the water discharged was clear. However, still untreated wastewater caused significant damages to the lagoon. A fish kill was evident, along with impact to other recreational activities along the waterway.

One proposed solution was to look at facility upgrades, which were ultimately scrapped due to being expensive and time-consuming. Cured-in-Place-Pipe (CIPP) Lining was used as an interim step in the Capital Improvement Plan, to line entire basins. While it did assist with I/I reduction, this, too, would take decades to accomplish.

The question remained: **How could the County identify and prioritize where the maintenance work should begin?**





By utilizing NASSCO's PACP program, a prioritization plan could then be implemented. In 2020, the County also added manhole inspections to the program to utilize the MACP grade scores.In summary, only **9%** of the pipes and **250** manholes were affected by Grade Level 4 and 5 defects, pinpointing exactly where rehabilitation is required.

This actionable data now allows the County to better plan out their CIP budgets and their operations and maintenance efforts, making them well-prepared for when the next storm comes rolling along.

MEET THE *Team*

At RedZone Robotics, we build and inspect to help you protect your system and your community from the dangers of wastewater infrastructure failures. Our team of tools is specially designed for some of the toughest conditions.

Redzone Robotics provides innovative and customized asset management solutions for underground infrastructure by delivering data-driven insights utilizing these advanced robotics platforms, leveraging AI predictive tools and software to empower industry experts in making proactive decisions.

TECH.



HISTORY

Established in 1987, RedZone Robotics has a rich history of robotic innovation.

From Chernobyl, Ukraine to Nine Mile Point, and later, Ontario Hydro and Argonne National Laboratory, RedZone established itself as a pioneer in the field of robotics.

In 2003, the company pivoted to focus exclusively on wastewater and began working with The City of Pittsburgh to develop a tool for inspecting large-diameter pipe.

As a result, Responder® was developed and is still used by our crews for large-diameter, multi-sensor pipe inspections.

This pioneering pedigree has help push robotic innovation in the wastewater industry and will for many years to come.

1987 | Founded

1991 | Rosie

Robot for Nuclear decommissioning and decontamination

1994 | Houdini

Robot for nuclear waste retrieve from US DOE storage tanks

1996 | Pioneer

Robot to assist in Chernobyl recovery



2004 | Responder

The first Multi-Sensor Inspection platform



2009 | Solo

First autonomous CCTV crawler



2011 | Profiler

Acquired Profiler Suite via CleanFlow Systems

2013 | MDProfiler

Expanded Profiler Pipe siz range 20"-125"

2017 | Mantis

Designed to inspect vertical oil and gas structures



2022 | Vertue

Innovative shaft/manhole inspection technology



2024 | Profiler3D

4th generation photogrammetric Multi-Sensor Profiler

SOLO®

SENSORS

CCTV – VIRTUAL PAN, TILT, AND ZOOM

PARAMETERS

TRANSPORTATION: TRACKED PLATFORM

PIPE SIZE: 8 – 12 IN (200 – 300 MM)

MIN. FLOW: NO FLOW REQUIRED (TRACKED PLATFORM)

WIFI CONNECTIVITY: AT MANHOLE

DELIVERABLES

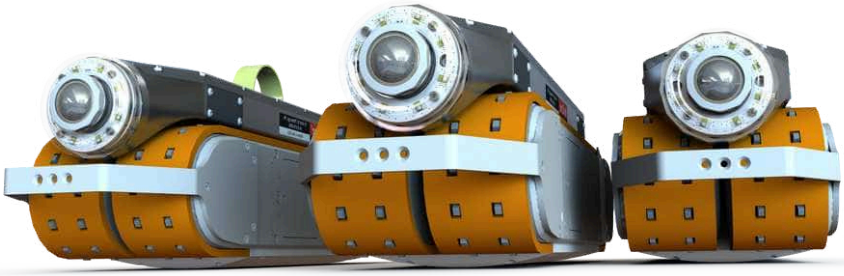
NASSCO PACP/MACP, WRC, WSSA

ACCESS

PIPE SIZE
8 IN – 12 IN
200 MM – 300 MM

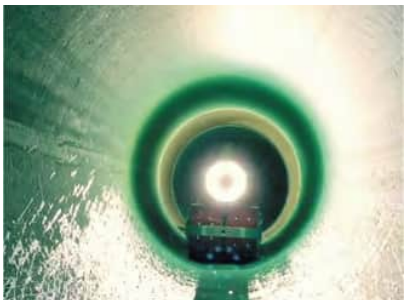
WATER LEVEL
0 – 1/4

MINIMUM ACCESS
18 IN (460 MM)



THE WORLD'S ONLY AUTONOMOUS CRAWLER FOR 8-12" PIPES

GATHER UP TO 6 TIMES THE DATA



NASSCO CERTIFIED REPORTING

PACP AND MACP

See every aspect of your pipes with 360-degree pan, tilt, and zoom video.





COLLECT DATA EFFICIENTLY

SOLO CAN GATHER UP TO 5,000 FEET OF DATA PER DAY

With deployments of 10-15 minutes, SOLO decreases the requirement for traffic management and disruption to your community. Not only that, SOLO is compact and easy to deploy in any location accessible by an operator on foot, allowing access to manholes vehicle-based CCTV cannot.

MDSUB®

SENSORS

SONAR

PARAMETERS

TRANSPORTATION: NEUTRALLY BUOYANT PLATFORM

PIPE SIZE: 20 – 87 IN (500 – 2200 MM)

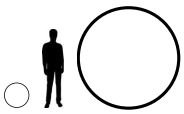
MIN. FLOW: 14 IN (350 MM)

MIN. AIR GAP: 0 IN (0 MM) (FULLY SURCHARGED)

DELIVERABLES

DEBRIS, FLOW HEIGHT, PIPE SIZE

ACCESS



PIPE SIZE
20IN – 87IN
500MM – 2200MM



WATER LEVEL
1/4 – FULL

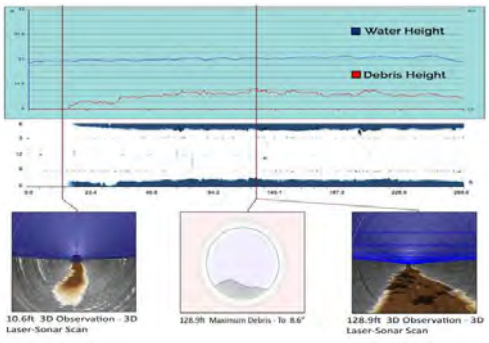


MINIMUM ACCESS
18 IN (460 MM)



GOT FLOW? NO PROBLEM.

MDSub is designed for siphons and fully surcharged lines.



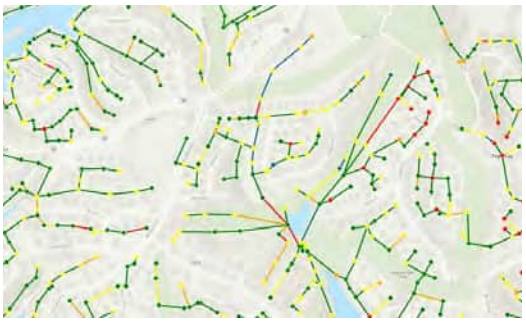
DON'T LET SURCHARGED LINES KEEP YOU FROM CLEAR DATA

MDSub goes where no CCTV crawler can. Traversing large-diameter, fully surcharged assets.

LONG-RANGE DEPLOYMENTS?

MDSUB HAS IT COVERED.

MDSub allows for long-range deployments of 8,000 feet (2400 meters) or more.



MD PROFILER®

SENSORS

LASER, SONAR, CCTV - VIRTUAL PAN/TILT/ZOOM



PARAMETERS

TRANSPORTATION: FLOATING/WHEELED PLATFORM

PIPE SIZE: 20 – 36 IN (500 – 915 MM)

MIN FLOW: NO FLOW

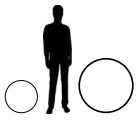
MIN AIR GAP: 8 IN (200 MM)

WIFI CONNECTIVITY: DEPENDENT ON PIPELINE CONDITIONS

DELIVERABLES

CORROSION, DEBRIS, FLOW HEIGHT, PIPE SIZE, OVALITY

ACCESS



PIPE SIZE
20 IN – 36 IN
500 MM – 915 MM



WATER LEVEL
0 – 1/2



MINIMUM ACCESS
19 IN (480 MM)

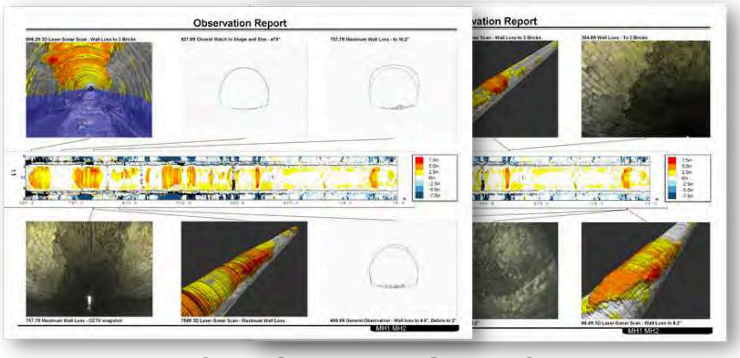
GATHER SYNCHRONIZED DATA IN YOUR MID-SIZED PIPES

MDProfiler's adaptable design allows for both wheeled or floating platforms in order to gather the most and best data possible. Flow or no flow – not a problem for the MDProfiler.



LONG DISTANCE DEPLOYMENTS

MDProfiler is designed for long distance deployments of 10,000 feet (3,000 meters) or more.



GET THE FULL SPECTRUM OF MSI DATA

Get CCTV, sonar, and laser data. Collect ovality and corrosion measurements that help you feel confident in your operations and management planning.

SUPER MD PROFILER®

SENSORS

LASER, SONAR, CCTV - VIRTUAL PAN/TILT/ZOOM



PARAMETERS

TRANSPORTATION: FLOATING PLATFORM

PIPE SIZE: 36 – 125 IN (915 – 3200 MM)

MIN. FLOW: 15 IN (380 MM)

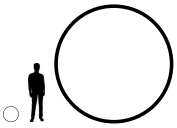
MIN. AIR GAP: 20 IN (510 MM)

WIFI CONNECTIVITY: DEPENDENT ON PIPELINE CONDITIONS

DELIVERABLES

CORROSION, DEBRIS, FLOW HEIGHT, PIPE SIZE, OVALITY

ACCESS



PIPE SIZE
36 IN – 125 IN
915 MM – 3200 MM



WATER LEVEL
1/4 – 3/4



MINIMUM ACCESS
19 IN (480 MM)

DESIGNED FOR INTERCEPTORS AND TUNNELS



LONG-RANGE DEPLOYMENTS OF 10,000 FEET/3000 METERS

EXTENSIVE PROFILING DATA

SuperMD combines laser and sonar profiling synchronized with high resolution CCTV imagery to allow you to see every inch of your assets. See the degree of corrosion, gather ovality measurements, and perform debris mapping to help you make your toughest and most costly decisions.

PROFILER 3D®

SENSORS

LASER OR LIDAR* , SONAR, **4 HD VIDEO CAMERAS**
CCTV - VIRTUAL PAN/TILT/ZOOM
*PIPE SIZE DEPENDENT

PARAMETERS

TRANSPORTATION: FLOATING/WHEELED PLATFORM

CCTV RESOLUTION: STITCHED **4K** VIDEO

PIPE SIZE: 36 – 240 IN (460 – 6000 MM)

MIN FLOW: NO FLOW

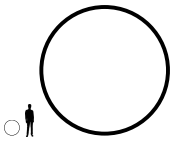
MIN AIR GAP: 8 IN (200 MM)

WIFI CONNECTIVITY: DEPENDENT ON PIPELINE CONDITIONS

DELIVERABLES

PIPE SIZE, CORROSION, OVALITY, DEBRIS, FLOW HEIGHT, BEND RADIUS AND 3D MODELS

ACCESS



PIPE SIZE
36 IN – 240 IN
460 MM – 6000 MM



WATER LEVEL
0 – 1/2



MINIMUM ACCESS
19 IN (480 MM)



UPGRADE THE WAY YOU LOOK AT LARGE-DIAMETER PIPES

Profiler 3D combines the multi-sensor inspection data RedZone is known for with the stunning imagery captured by the same stereoscopic cameras used on the Vertue platform.



LONG DISTANCE DEPLOYMENTS

Profiler 3D is designed for long distance deployments of 10,000 feet (3,000 meters) or more.





NEXT GENERATION OF MULTI-SENSOR DATA

Photogrammetric models developed from the CCTV, supplemented with the laser and sonar sensors, provides an unparalleled view into every inch of your trunk and interceptor mainlines.

RESPONDER®

SENSORS

3D LIDAR, SONAR, **HD CCTV** – VIRTUAL PAN, TILT, AND ZOOM, GAS, TEMPERATURE

PARAMETERS

TRANSPORTATION: HYDRAULIC TRACKED CRAWLER

PIPE SIZE: 36 – 240 IN (915 – 6000 MM)

MIN. FLOW: 0 IN (0 MM)

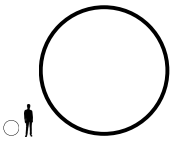
MIN. AIR GAP: 0 IN (0 MM)

CONTROL: REAL-TIME CONTROL/FEEDBACK

DELIVERABLES

CORROSION, DEBRIS, ALIGNMENT, FLOW HEIGHT, PIPE SIZE, OVALITY, VIRTUAL MANDREL, GAS, TEMPERATURE

ACCESS



PIPE SIZE
36 IN – 240 IN
915 MM – 6000 MM



WATER LEVEL
0 – FULL



MINIMUM ACCESS
23 IN (580 MM)



THE ORIGINAL MSI ROBOT

Protect your large-diameter assets with the go-anywhere tool.

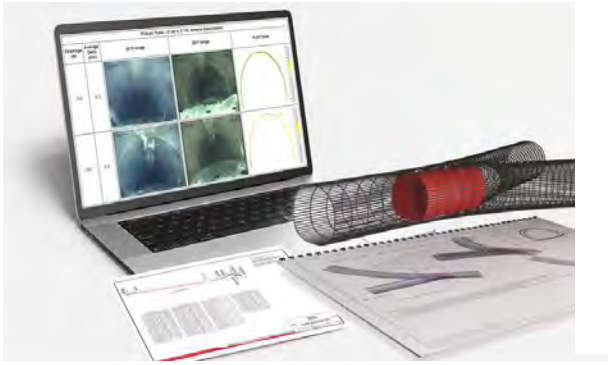


GO WHERE NO OTHER TOOL CAN

Powerfully built to withstand what others cannot. Responder collects data in the harshest environments and in fully submerged pipe.

GET THE MOST DATA

SEE A CLEAR PICTURE OF YOUR LARGE-DIAMETER ASSETS



Responder's on-board hydraulic capabilities, 3D-scanning LiDAR, sonar, high-resolution CCTV, gas, and temperature sensors gather the most complete data available. The synchronization of this data provides a concise representation of the state of your most critical assets.

VERTUE™

SENSORS

GPS, **4 HD VIDEO CAMERAS**
CCTV – VIRTUAL PAN/TILT/ZOOM
PHOTOGRAMMETRY

PARAMETERS

TRANSPORTATION: SELF-CONTAINED TRIPOD

CCTV RESOLUTION: STITCHED 4K VIDEO

STORAGE SPACE: 1 TB

BATTERY LIFE: 25 DROPS

VOLTAGE: 14.4 V LI-ION

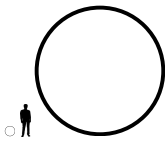
PAYLOAD WEIGHT: 13 LBS

WINCH WEIGHT: 16 LBS

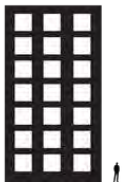
DELIVERABLES

MACP, GPS, CHAMBER DIMENSIONS / GEOMETRY

ACCESS



CHAMBER WIDTH
24 – 720IN
600MM - 18000MM



CHAMBER DEPTH
100LF (30M)
*STRESS TESTS PERFORMED IN THE FIELD DEMONSTRATED VERTUE'S ABILITY TO INSPECT AS FAR AS 1000 LF WITH CRISP, CLEAR, RESULTS.



DETAILED STRUCTURAL INFORMATION FOR VERTICAL ASSETS

3D MODELS, PHOTOGRAMMETRY, & 360-DEGREE VIDEO

Visually assess the condition of your vertical structures with crystal clear video and imagery. Point cloud modeling provides accurate measurements and a digital twin for every asset.



SNAP-ON PROFILER®

UNIVERSALLY COMPATIBLE

WITH OVER 500 SYSTEMS SOLD IN 43 COUNTRIES, REDZONE'S SNAPON LASERS ATTACH TO MOST INDUSTRY LEADING CCTV CAMERAS. OUR DEPLOYMENT SOFTWARE HAS BEEN TRANSLATED INTO 10 LANGUAGES FOR EASE OF USE.



SUPPORTED DEVICES

CUES
IBAK
ENVIROSIGHT/IPEK
SUBSITE/RS TECHNICAL

*CONTACT REDZONE FOR OTHER CONFIGURATIONS

DELIVERABLES

USER GENERATED REPORTS INCLUDING:

OVALITY LINE GRAPH
TOPOGRAPHICAL FLAT GRAPH
MEDIAN DIAMETER
MIN/MAX DIAMETER
TRUE DIAMETER, CAPACITY

EXPORTS – CSV, STL, PDF

STAND-ALONE VIEWER

INDUSTRY LEADING LASER ENHANCES CCTV CAMERAS

Get ovality profiling measurements to enhance the information gathered by many of the most popular CCTV cameras.



QUICK AND EASY SETUP

SNAP AND GO

Simply attach the laser to the crawler and crawler's camera will collect and record the laser projected on the pipe wall. The SnapOn software then digitizes the pipeline condition, presenting data in easy-to-read reports.



TECH COMPARISON







GENERAL SPECIFICATIONS	RESPONDER	Profiler 3D	SMD Profiler	MD Profiler	SOLO
Pipe Diameter	36 - 240"	20 - 240"	36 - 120"	20 - 36"	8 - 12"
Sensor Payload	3D Lidar, Sonar, CCTV, Gas	Laser, Sonar, CCTV, Gas	Laser, Sonar, CCTV, Gas	Laser, Sonar, CCTV,	CCTV
Inspection Distance	7,000'	15,000'	15,000'	15,000'	450'
Flow Conditions	Full, Partial, Dry	Partial	Partial	Partial	Partial
Access Requirements	23"	19"	19"	19"	19"
Locomotion	Hydraulic Track	Floating Platform	Floating Platform	Floating Platform	Autonomous Track
Weight (with sensors)	700lbs	140lbs	110lbs	60lbs	25lbs
Data Communication	Fiber Cable	Onboard Data Storage	Onboard Data Storage	Onboard Data Storage	Onboard Data Storage
SENSORS					
CCTV Sensor	2.1 MP HD	8.9 MP	1.3 MP	1.3 MP	2.4 MP
CCTV Lighting	HI Intensity LED	HI Intensity LED	HI Intensity LED	HI Intensity LED	HI Intensity LED
Laser/Lidar Sensor	3D Spinning Lidar	2D Structured Light	2D Structured Light	2D Structured Light	
Laser/Lidar Type	3D Point Cloud	2D Slice	2D Slice	2D Slice	
Laser/Lidar Accuracy	<10 mm*	+/- 5mm*	+/- 5mm*	+/- 5mm*	
Sonar Sensor	Adjustable Frequency	2MHz Pipe Scanning	2MHz Pipe Scanning	2MHz Pipe Scanning	
REPORTING OUTPUTS					
NASSCO PACP Coding	Yes	Yes	Yes	Yes	Yes
Dynamic Web Deliverable	Yes	Yes	Yes	Yes	Yes
Profile Cross Sections	Yes	Yes	Yes	Yes	
Corrosion Analysis	Yes	Yes	Yes	Yes	
Sediment volume, height,	Yes	Yes	Yes	Yes	
Deformation/Ovality	Yes	Yes	Yes	Yes	
H2S Gas / Temperature	Yes	Yes	Yes	Yes	
Pipeline Alignment & Radius	Yes	Yes (If Fitted)	Yes (If Fitted)	-	
Virtual Mandrel Dimensions	Yes	Yes	-	-	
3D Models (.obj)	Yes	Yes	-	-	
Inclination and Location	Yes	Yes	-	-	
Photogrammetric Modelling	-	Yes	-	-	
		Yes	-	-	

**Accuracy depenedent on pipe diameter/size and field conditions. Results may vary.*

RedZone Robotics



THE CLOCK IS TICKING

Don't let your infrastructure's time run out

REDZONE.COM

VISIT OUR WEBSITE

BUILD. INSPECT. PROTECT.

Keeping wastewater infrastructure safe since 1987

RedZone Robotics

REDZONE.COM

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LIMITED LIABILITY COMPANY RESOLUTION

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 6)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest ☑

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

RedZone Robotics, Inc.
(Name of Company, if applicable)

Janeen Blackert — August 3 2026
Signature of Individual (or Authorized Signatory) — Date

Janeen Blackert, Controller
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] Hand-Delivered [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

Print Name and Title of Authorized Representative:

Janeen Blackert, Controller

Signature of Authorized Representative:

Janeen Blackert

Date: 8-3-2024

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Pennsylvania

SS.: 25-1558769

County of Allegheny

Janeen Blackert, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Controller of RedZone Robotics, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ ____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ ____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Dave Petrosky	President and CEO		
2	Janeen Blackert	Controller		
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: RedZone Robotics, Inc.
Name of General Partner/ Sole Proprietor

195 Thorn Hill Road, Suite 110, Warrendale, PA 15086
Address of Business

State of Pennsylvania)

) SS

County of ~~Allegheny~~ Butler)

Commonwealth of Pennsylvania - Notary Seal
Faith Holcomb, Notary Public
Butler County
My commission expires August 4, 2029
Commission number 1459943
Member, Pennsylvania Association of Notaries

Janeen Blackert being duly sworn,

Deposes and says that he/she is Controller of RedZone Robotics, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of August 2026.

Faith Holcomb
(Notary Public)

My Commission Expires: August 4, 2029

For Corporation

Witness

RedZone Robotics Inc
Name of Corporate Signatory

RedZone Robotics, Inc.
Address of Business
195 Thorn Hill Rd Ste 110
Warrendale PA 15086
Affix Corporate Seal

By: Janeen Blackert
Name of Authorized Corporate Officer

Its: Controller
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Commonwealth of Pennsylvania - Notary Seal
Faith Holcomb, Notary Public
Butler County
My commission expires August 4, 2029
Commission number 1459943
Member, Pennsylvania Association of Notaries

State of Pennsylvania)

) SS

County of ~~Allegheny~~ Butler)

Janeen Blackert being duly sworn,

deposes and says that he/she is Controller of RedZone Robotics, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of August 2026.

Faith Holcomb
(Notary Public)

My Commission Expires: August 4, 2029

Witness

RedZone Robotics Inc.
195 Thorn Hill Rd Ste 110
Warrendale PA 15086

Janeen Blackert
Controller

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 07/15/2026 4 _____

2 07/28/2026 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

25-1558769
Social Security Number
or Federal Identification Number

Janeen Blackert
Signature of Individual or Corporate Name

Janeen Blackert
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name RedZone Robotics, Inc.
By: Sam Cancilla, VP of Business Development
(Title)
Business Address: 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086
(City, State, Zip Code)

Phone: 412-476-8980
Email: scancilla@redzone.com
Date: 8-3-2026

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110, Warrendale, PA 15086

SURETY *(Name, and Address of Principal Place of Business)*:

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100 , Bala Cynwyd, PA 19004-0950

OWNER *(Name and Address)*:

City of Waterbury
210 Municipal Road, Waterbury, CT 06708

BID

Bid Due Date: August 5, 2026

Description *(Project Name—Include Location)*: City of Waterbury, CT - Water Pollution Control Department, Sanitary Sewer Evaluation Survey, CCTV And Multi-Sensor Inspections of Large Diameter (18-inch to 72-inch) Sanitary Sewers, RFP No. 8666210

BOND

Bond Number: Bid Bond

Date: August 5, 2026

Penal sum Ten Percent of Amount Bid (Words) $ 10% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

RedZone Robotics, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Janeen Blackert
Signature

Janeen Blackert
Print Name

Controller
Title

Attest: [signature]
Signature

OFFICE COORDINATOR
Title

SURETY

Philadelphia Indemnity Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Wendy A Bright
Signature (Attach Power of Attorney)

Wendy A. Bright
Print Name

Attorney-in-Fact
Title

Attest: Cheri L. Ritz
Signature

Witness
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Surety Bond Number: **Bid Bond**
Principal: **RedZone Robotics, Inc.**
Obligee: **City of Waterbury**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Wendy A. Bright** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$ 75,000,000.00 .**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of August, 2026

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

PRICE PROPOSAL FORM

PROPOSER: RedZone Robotics, Inc.

PRICE PROPOSAL ITEMS				
ITEM		ESTIMATED QUANTITY	COST PER UNIT	TOTAL COST
1.0	Mobilization and Demobilization	Lump Sum	$25,000.00 (Lump Sum)	$25,000.00
2.0	Sewer Main CCTV with Light Cleaning (18" – 36" diameter)	22,500 L.F.	$15.50 /L.F.	$348,750.00
3.0	Sewer Main MSI Inspection (39" – 60" diameter)	18,100 L.F.	$12.00 /L.F.	$217,200.00
4.0	Manual inspections of 72" (15" carrier pipe) pipe	Lump Sum	$14,975.00 (Lump Sum)	$14,975.00
5.0	Pole Camera Inspections	75 Manholes	$175.00 /Manhole	$13,125.00
6.0	Traffic Control Allowance (for approved police details and/or flaggers, direct costs only with no mark-up)	Allowance	$ 75,000	$ 75,000
7.0	Bypass Flow Handling	Allowance	$ 300,000	$ 300,000
TOTAL PRICE PROPOSAL (ITEMS 1.0 – 7.0) in numbers			$ 994,050.00	

TOTAL PRICE PROPOSAL (ITEMS 1.0 – 7.0) in words Nine Hundred Ninety Four Thousand and Fifty Dollars and Zero Cents.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL PRICE PROPOSAL.

The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

25-1558769
Social Security Number
or Federal Identification
Number

Signature of Individual
or Corporate Name: RedZone Robotics Inc

Corporate Officer (if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Proposer at the following address):

Sam Cancilla
(Name)

By:
(Title)

195 Thorn Hill Road, Suite 110
(Business Address)

Warrendale, PA 15086
(City, State, ZIP Code)

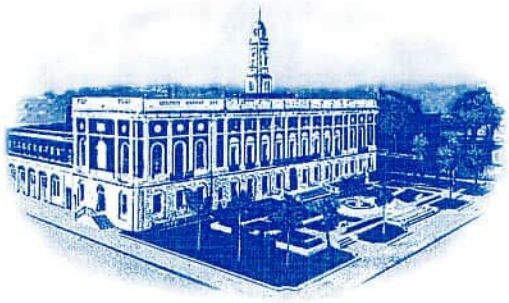
Date 08/03/26

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Proposal:

a. Request for Proposal
b. Price Proposal Form
c. Scope of Work

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 14, 2026

Sam Cancilla
RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

Dear Mr. Cancilla,

Thank you for your firm's recent presentation for Request for Proposal (RFP) #8666 CCTV and Multi-Sensor Inspections (MSI) of Large Diameter (18-inch to 72-inch) Sanitary Sewer Pipes for the City of Waterbury.

As part of the evaluation process, the RFP Selection Committee has determined to offer RedZone Robotics the ability to enter into negotiations and respectfully requests that a revised Cost Proposal be submitted reflecting a reduction in cost per unit price. The City has decided to include the remaining large diameter sewer pipes in the sanitary sewer system that have not been inspected. Please use the revised Price Proposal form attached that includes all sewer pipes to be MSI. The intent is to provide a single, commonly manufactured MSI inspection platform that is capable of obtaining CCTV, laser, and sonar inspection data at the same time as indicated in the Scope of Work. Updated maps have been uploaded on our ProcureWare website under the bid documents tab for RFP #8666 in the External Documents folder labelled "Map10142026".

Please submit a revised Cost Proposal via e-mail to kmccaffery@waterburyct.org *no later than 2:00pm on October 19, 2026.*

Sincerely,

Kevin McCaffery
Director of Purchasing

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

PRICE PROPOSAL FORM

PROPOSER:_____

PRICE PROPOSAL ITEMS				
ITEM		ESTIMATED QUANTITY	COST PER UNIT	TOTAL COST
1.0	Mobilization and Demobilization	Lump Sum	$_____ (Lump Sum)	$_____
2.0	Sewer Main MSI with Light Cleaning (18" – 36" diameter)	48,000 L.F.	$_____ /L.F.	$_____
3.0	Sewer Main MSI Inspection (39" – 60" diameter)	40,000 L.F.	$_____ /L.F.	$_____
4.0	Manual inspections of 72" (15" carrier pipe) pipe	Lump Sum	$_____ (Lump Sum)	$_____
5.0	Pole Camera Inspections	75 Manholes	$_____ /Manhole	$_____
6.0	Traffic Control Allowance (for approved police details and/or flaggers, direct costs only with no mark-up)	Allowance	$ 75,000	$ 75,000
7.0	Bypass Flow Handling	Allowance	$ 300,000	$ 300,000
TOTAL PRICE PROPOSAL (ITEMS 1.0 – 7.0) in numbers			**$**	
TOTAL PRICE PROPOSAL (ITEMS 1.0 – 7.0) in words _____				

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL PRICE PROPOSAL.

The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____

Social Security Number
or Federal Identification
Number

Signature of Individual
or Corporate Name:

_____
Corporate Officer (if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Proposer at the following address):

_____
(Name)

By:

(Title)

_____
(Business Address)

_____
(City, State, ZIP Code)

Date _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Proposal:

a. Request for Proposal
b. Price Proposal Form
c. Scope of Work

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

PRICE PROPOSAL FORM

PROPOSER: RedZone Robotics, Inc.

PRICE PROPOSAL ITEMS				
ITEM		ESTIMATED QUANTITY	COST PER UNIT	TOTAL COST
1.0	Mobilization and Demobilization	Lump Sum	$ 24,750.00 (Lump Sum)	$ 24,750.00
2.0	Sewer Main MSI with Light Cleaning (18" – 36" diameter)	48,000 L.F.	$ 15.50 /L.F.	$ 744,000.00
3.0	Sewer Main MSI Inspection (39" – 60" diameter)	40,000 L.F.	$ 9.75 /L.F.	$ 390,000.00
4.0	Manual inspections of 72" (15" carrier pipe) pipe	Lump Sum	$ 14,975.00 (Lump Sum)	$ 14,975.00
5.0	Pole Camera Inspections	75 Manholes	$ 175.00 /Manhole	$ 13,125.00
6.0	Traffic Control Allowance (for approved police details and/or flaggers, direct costs only with no mark-up)	Allowance	$ 75,000	$ 75,000
7.0	Bypass Flow Handling	Allowance	$ 300,000	$ 300,000
TOTAL PRICE PROPOSAL (ITEMS 1.0 – 7.0) in numbers			**$** 1,561,850.00	
TOTAL PRICE PROPOSAL (ITEMS 1.0 – 7.0) in words			**One million, five hundred sixty one thousand, eight hundred and fifty dollars**	

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL PRICE PROPOSAL.

The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

25-1558769

Social Security Number or Federal Identification Number

Signature of Individual or Corporate Name:

Corporate Officer (if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Proposer at the following address):

Charles Pulaski
(Name)

By:
(Title)

195 Thorn Hill Road Suite 110
(Business Address)

Warrendale, PA 15086
(City, State, ZIP Code)

Date 10/19/26

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Proposal:

a. Request for Proposal
b. Price Proposal Form
c. Scope of Work

RedZone Robotics
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086
www.RedZone.com

October 19, 2026

Kevin McCaffery, Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Best and Final Offer

RFP No. 8666 — CCTV and Multi-Sensor Inspections of Large Diameter (18-inch to 72-inch) Sanitary Sewer Pipes

Dear Mr. McCaffery and Selection Committee:

As requested in your letter dated October 14, 2026, we are pleased to respond with our best and final offer for RFP No. 8666. Based upon our meeting, we have also submitted an additional offer for the City's consideration.

Scenario A retains the RFP scope at reduced pricing. Scenario B proposes a revised approach intended to maximize assessment coverage and minimize upfront costs with cleaning and bypass pumping authorized only as needed.

Scenario A RFP Scope with Best and Final Pricing

#	Description	Quantity	BAFO Unit Rate	BAFO Total
1	Mobilization and Demobilization	1 LS	$24,750	$24,750
2	Sewer Main MSI with Light Cleaning, 18"–36"	48,000 LF	$15.50/LF	$744,000
3	Sewer Main MSI Inspection, 39"–60"	40,000 LF	$9.75/LF	$390,000
4	Manual Inspection of 72" Pipe with 15" Carrier Pipe	1 LS	$14,975	$14,975
5	Pole Camera Inspections	75 MH	$175/MH	$13,125
6	Traffic Control Allowance[1]	1 allowance	$75,000	$75,000
7	Bypass Flow Handling Allowance	1 allowance	$300,000	$300,000
	Scenario A Total			**$1,561,850**

[1] Approved police details and/or flaggers, direct costs only with no markup.

Both scenarios include a trial version of Integrity® asset management software for the duration of the project at no additional cost.

Scenario B - MSI Inspect-to-Clean Assessment Approach

Subject to the City's acceptance of the scope revisions, Scenario B offers a "Inspect-to-Clean" MSI methodology to MSI inspect and only clean when needed. Item 2 would include Full MSI data collection and processing with light cleaning removed from that item and used as a contingency item as we believe that we will be able to complete the majority or entire inspection without cleaning. Light cleaning would be separate contingency items only to be charged if required or approved by the City.

The bypass scope and allowance would be move to contingency from the base bid as RedZone expects that it will be able to complete this project without requiring that the line be bypassed. The City, at its discretion, may redirect the $300,000 allowance towards any light cleaning and additional MSI inspections. Inspections would proceed under existing flow conditions, subject to confirming field conditions and access. Any required bypass would require separate authorization and pricing.

#	Description	Quantity	Unit Rate	Total
1	Mobilization and Demobilization	1 LS	$24,750	$24,750
2	Sewer Main MSI, 18"–36"CCTV - cleaning excluded and added as a contingency item	48,000 LF	$9.75/LF	$468,000
3	MSI Inspection, 39"–60"	40,000 LF	$9.75/LF	$390,000
4	Manual Inspection of 72" Pipe with 15" Carrier Pipe	1 LS	$14,975	$14,975
5	Pole Camera Inspections	75 MH	$175/MH	$13,125
6	Traffic Control Allowance[1]	1 allowance	$75,000	$75,000
7	Bypass Flow Handling — moved to contingency	—	—	$0
	Scenario B Base Total			**$985,850**

Scenario B Contingency Items City Authorization Required

#	Contingency Description	Quantity	Unit Rate	Allowance / Maximum
C1	Light Cleaning, 18"–36", if needed	As Needed	$5.75/LF	Shared $300,000[2]
C2	Bypass Flow Handling	Allowance	$Allowance	Shared $300,000[2]

[2] C1, C2 share one $300,000 reallocated bypass allowance. City-authorized cleaning and bypass costs are deducted from this allowance.

Scenario B totals **$985,850** for the Base Bid and **$1,285,850** with the full shared allowance if used.

Thank you for your consideration. We look forward to discussing the approach that best meets the City's assessment

priorities.

Sincerely,

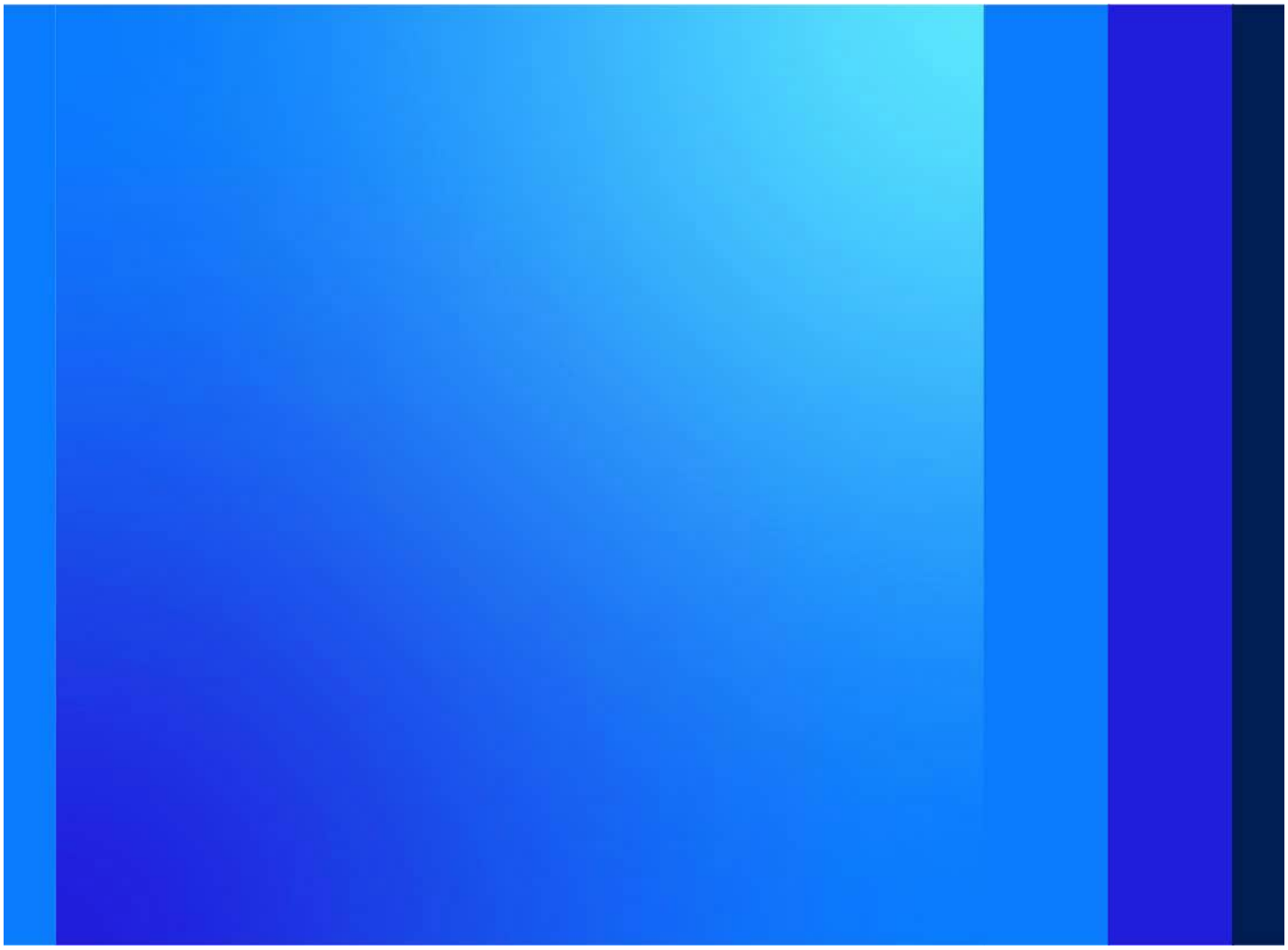
Charles Pulaski
General Manager Infrastructure
Assessment
RedZone Robotics, Inc.

City of Waterbury
Water Pollution Control Department
CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
RFP No. 8666

Jacobs

Scope of Work

June 26, 2026



Client Name:	City of Waterbury
Project Location:	210 Municipal Rd, Waterbury, CT 06702
Document Title:	Scope of Work for CCTV and Multi-Sensor Inspections of Large Diameter Sanitary Sewer Pipes
Revision Date:	June 26, 2026

Jacobs Engineering Group Inc.

120 St. James Avenue
5th Floor
Boston, MA 02116
United States

T +1.617.242.9222
F +1.617.242.9824
www.jacobs.com

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TABLE OF CONTENTS

A. BACKGROUND AND INTENT 4

B. QUALIFICATIONS 6

C. GENERAL 7

D. SANITARY SEWER CLEANING 8

E. SANITARY SEWER CLOSED-CIRCUIT TELEVISION INSPECTIONS OF LARGE DIAMETER PIPES 9

F. POLE-CAMERA INSPECTIONS 12

G. MULTI-SENSOR INSPECTIONS 13

H. CREWED ENTRY INSPECTION OF SEWER SYSTEMS 18

I. BYPASS FLOW HANDLING 19

J. DELIVERABLES 22

K. SAFETY 23

A. BACKGROUND AND INTENT

The City of Waterbury, Department of Water Pollution Control ("City"), with the assistance of Jacobs Engineering Group, Inc ("Jacobs") is seeking proposals to conduct Closed-Circuit Television ("CCTV") and Multi-Sensor inspections of large diameter sanitary sewers located within the City's sewersheds. The main objective of this program is to inspect critical sewer pipes that are not readily accessible for conventional CCTV inspection and have not been previously inspected, approximately 41,700 LF of the sanitary sewer system.

As part of the Sanitary Sewer Evaluation Survey (SSES) it was determined that there are significant lengths of sanitary sewer pipe within the system that have not been inspected using conventional CCTV equipment. These sanitary sewers range in diameter from 18-inch to 72-inch and have not been inspected to date due to heavy flows, significant depths, and locations that are not easily accessible (cross country locations for instance). The purpose of this Request for Proposal ("RFP") is to retain a sewer pipe inspection company with the resources and capability to complete inspections of these larger diameter sanitary sewers using both larger CCTV transporter units and multi-sensor inspection units (generally assumed for use in sewer pipes greater than 36-inch diameter). The table below shows the length of sewers requiring inspection, broken down by pipe diameter range and the likely inspection method.

Pipe Diameter Range	Approximate length (feet)	Likely Inspection Method
18" – 36"	22,500	CCTV
39" – 60"	18,100	Multi-Sensor Inspections (MSI)
72" (15" carrier pipe)	1,100	Crewed Entry Physical Inspections
Total	41,700	

The total length of the large pipes with diameters greater than or equal to 18 inches to be inspected is approximately 41,700 LF. For the purposes of this RFP, it is assumed that pipes with diameters ranging from 18-inches to 36-inches will be CCTV inspected using larger camera transporter units, such as the Mudmaster®, and pipes exceeding 36-inch diameter will be inspected using multi-sensor inspection (MSI) inspection equipment (using either wheel, track, or pontoon mounted MSI platform as flow conditions warrant).

There is an existing 72-inch reinforced concrete pipe (RCP) approximately 1,100 feet in length that contains a 15-inch sanitary sewer installed along the invert of the larger pipe. Since the presence of the 15-inch sanitary sewer prevents the ability to run a wheel or tracked mounted camera through the larger pipe, a crewed entry physical inspection of this section of 72-inch RCP is required.

The contract also includes utilizing a high-resolution pole camera to conduct preliminary screening level inspections for certain lengths of pipe planned for CCTV or MSI inspections. The results from the pole-camera inspections will be used to help confirm the type of inspection method most appropriate for those pipe sections (CCTV inspections using larger crawler units or MSI inspections).

This Request for Proposal ("RFP") is to solicit proposals to perform CCTV, MSI, and crewed entry inspections and cleaning of pipe segments of sanitary sewers in conformance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) guidelines and this specification. The pipe segments that are to be inspected and cleaned are shown on the CCTV map package in Appendix A. These sanitary sewer CCTV, MSI, and crewed entry investigations will provide visual and written record of the following data:

1. Internal pipe segment features to assess overall pipe condition
2. Flow conditions
3. Depth of debris (level of sediments and amount of fats, oils, and grease (FOG))
4. Structural integrity of pipe segment
5. Locations and severity of any pipe defects

Reports and Data from this investigation will be used to develop near-term and long-term repair/rehabilitation recommendations.

B. QUALIFICATIONS

Eligible proposers for this Project ("individually, the "Proposer") will be those contractors that have the following qualifications:

1. A minimum of five (5) years of experience and expertise in sanitary sewer cleaning and CCTV inspections using large crawler units similar to Mudmaster® in sewer pipes up to 36-inch diameter.

2. A minimum of five (5) years of experience and expertise in MSI inspections, including pontoon-mounted MSI equipment, in sanitary sewers 72" and larger.

3. A proven track record in providing these types of services for municipal governments.

4. Knowledge of Federal and State laws and regulations governing the services outlined in the Scope of Services.

5. All CCTV operators must hold current NASSCO PACP Certification.

6. All employees performing field investigations must hold current confined space entry and hazardous atmosphere training certifications.

C. GENERAL

1. The Work consists of furnishing all labor, supervision, equipment, tools, and materials to perform sanitary sewer pipe CCTV and MSI inspections. The Successful Proposer will also review record information including, but not limited to, the following: maps, inspection files, record drawings, databases, and photographs and make suggestions if further investigation is warranted. Inspections are to be carried out per the requirements of this RFP.

2. The Successful Proposer shall provide summaries of work status to the City and Jacobs every two weeks in addition to complying with the City's terms and conditions.

3. The Successful Proposer shall attend the startup meeting, monthly progress meetings, a closeout meeting, and any program meetings as the City deems necessary.

4. The Successful Proposer is responsible for scheduling and paying for police details on all roadways in Waterbury. In the event that police details are unavailable after attempting to retain their services with proper notice, flaggers may be used in place of police details. If the Proposer intends to use a flagging company in the event police details are unavailable, they shall provide unit pricing from flagging companies in their proposal. Successful Proposer shall be reimbursed for approved direct costs of police details and flaggers in accordance with the appropriate pay item allowance on the price proposal Form (mark-ups will not be approved).

5. The Successful Proposer shall be responsible for obtaining state and local permits for this Work.

6. The Successful Proposer is responsible for providing all water necessary for cleaning. If approved by the City, the Successful Proposer may utilize fire hydrants in the vicinity of work. Fire hydrant and water usage shall be coordinated and approved by the City Water Department. A RPZ Backflow preventer shall be installed on fire hydrants and utilized at all times to prevent a backflow incident. A standard fire hydrant wrench shall be used to operate fire hydrants. No pipe wrenches shall be used. If a water meter is required, the Successful Proposer shall be responsible for obtaining the meter from the City and for all deposits required.

D. SANITARY SEWER CLEANING

1. Pipe segments that are 36” or less in diameter shall initially undergo light cleaning prior to performing CCTV inspections. Light cleaning shall consist of up to three slow passes with a hydraulic jetter to remove debris. Upon completion of the third pass, an attempt shall be made by the Proposer to televise the sewer line. If remaining debris or roots prevent the completion of CCTV inspection Jacobs shall be notified and the pipe segment will not undergo CCTV inspection under this contract.

2. The Successful Proposer shall bring their own high-velocity, hydro cleaning equipment for cleaning activities. The equipment shall be equipped with its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The equipment should consist of two or more high velocity nozzles. A high-velocity gun is also required for washing and scouring manhole walls and floor, capable of producing flow from fine spray to solid stream. The hydraulic equipment should operate at a minimum pressure of 2300 psi.

3. The Successful Proposer shall inform the City and Jacobs 7 days prior to starting the cleaning activity for prior traffic control measures.

4. The Successful Proposer shall dispose of sewer cleaning debris at the City’s Wastewater Treatment Plant (“WWTP”) following the guidelines outlined in Appendix B Septage Receiving Program Information Package. Debris disposal costs shall be the responsibility of the City. The Successful Proposer shall be responsible for the transportation of the debris to the disposal facility. The Successful Proposer shall segregate all solid waste including roots, grease, rags, sand, rocks, etc. from liquid collected during cleaning. These materials shall be transported directly to the WWTP. The wastewater collected during cleaning shall be disposed of in a sanitary sewer manhole (designated by the City).

5. The Successful Proposer shall notify the City and Jacobs if there is an occurrence of flooding, sewage backup/spill, overflow, or any damage to the pipe segment(s). The City and Jacobs shall also be notified if there is any hindrance encountered that prevents the cleaning of any pipe segment.

6. The Proposer shall provide the City and Jacobs documentation of progress tracking as directed.

E. SANITARY SEWER CLOSED-CIRCUIT TELEVISION INSPECTIONS OF LARGE DIAMETER PIPES

1. The Successful Proposer shall internally televise pipe identified in the map package that is 18-inch to 36-inch diameter (refer to Appendix A) and any additional pipe in the areas identified by Jacobs during this contract (i.e., in areas identified as defective, or any other pipe as directed by the City or Jacobs). CCTV inspection shall follow light cleaning activities described in Section D. Exact locations of pipe segments for inspection and cleaning are shown on the CCTV Map Package.

2. The Successful Proposer shall use a high-definition camera system with a pan and tilt lens. The camera transporter shall be specifically designed with the necessary weight, power, high clearance, and all-wheel drive for inspection of large diameter pipes. Transporter shall be provided with pneumatic tires to provide traction and camera stability in large diameter pipes and shall be appropriate for use operating in conditions with high flows, mud, and large amounts of debris. The camera transporter shall be provided with a remote-operated adjustable camera lift to position the camera for best available picture, with a stable center of gravity when the camera is lifted. Transporter shall be provided with a minimum 255 Watt light system, variable and adjustable using 3 lamps minimum, and shall be capable of fitting through a 19-inch manhole frame. Camera transporter shall be a Steerable Mudmaster® SMM Transporter by Cues, Inc.

3. The Proposer shall stop, pan, view, and describe each defect or anomaly as defined below. CCTV inspections (through the visual and audio record) shall be used to help identify problems as described in the next paragraph. Results shall be presented on external hard drive of video and audio, and in tabular and descriptive data in the final report. Detail shall be provided indicating type, quantity, and locations of defects. Approximate stationing along the main sewer alignment shall be established and recorded on the video for all mainline defects. Locations of major concern such as collapsed pipe, severely protruding taps, or misaligned pipe that require immediate attention shall be identified and staked with flagging at ground level. The defect shall be identified, and a written summary of locations shall be provided to the City and Jacobs on a daily basis.

4. The Successful Proposer shall enter CCTV inspection results into standard National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certified software/database. In a format acceptable to the City, the Successful Proposer shall provide a standard exchange database to the City and Jacobs as a deliverable. Location records of the sanitary sewers inspected shall be kept and maintained by the Successful Proposer digitally. The televised line segments shall be noted on video with the upstream and downstream identification numbers, the starting manhole number, direction of travel, distance from starting manhole, pipe material, and pipe size visually recorded by measurement. The location records shall clearly show the stationing location of each observation in relation to the beginning manhole during the inspection. Unusual conditions, infiltration (active or inactive) roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features shall be recorded, and a copy of such records shall be supplied to the City and Jacobs. Observations shall be recorded by the Successful Proposer in an approved digital delivery format such as an external hard drive. Each digital format used for delivery of CCTV inspection records shall be indexed, listing in order by line segment, all inspection records contained on it. The digital information shall contain multiple video inspection records and files that store each line segment as a unique digital record. Each of these unique digital records (that is, files) shall be named by street name, starting manhole identification number, ending manhole identification number, and date for that inspection record (EX: Main_St_03-12_03-11_20201130).

5. The Successful Proposer shall provide a digital video file in a MPEG format of the entire line segment inspected. These digital video files shall be named by street name, starting manhole identification number, ending MH identification number, and date for that inspection record (EX: Main_St_03-12_03-11_20201130) and shall include intelligible audio descriptions in English of each observation, including the location of the line segment at the same time that the inspection is performed. At a minimum, the video file shall display manhole numbers and footage at all times. If during TV inspection, a manhole is encountered that is not shown on the maps or listings, the distance meter shall be reset to zero and the onscreen display shall be edited to reflect the new segment number.

6. The Successful Proposer shall provide daily notices to the City and Jacobs by email before 5:00 p.m. the day prior to each day that CCTV inspection activities occur. These notices shall provide the working location(s) for that day.

7. The Successful Proposer shall provide the City and Jacobs a listing of all major defects identified and physically staked and labeled at ground level. A major defect is defined as a defect where the conveyance of sanitary sewer flow is significantly impeded or escaping the pipe.

8. Data shall be recorded in standard PACP format and provided to the City and Jacobs at the conclusion of the project. The data shall include database file(s) and videos for all inspections completed. The Successful Proposer is responsible for the equipment used and shall proceed with caution when performing CCTV of compromised pipe segments. In the event the compromised pipe segment may cause loss of or damage to the equipment the Successful Proposer shall not proceed with the CCTV inspection.

9. The Successful Proposer shall be paid for actual footage televised based on the footage referenced in the inspection video, provided the footage is provided with clear high definition video and high audio quality that meets the requirements of this section. If the Successful Proposer is unable to traverse the full length of the line, a reverse setup shall be attempted. The Successful Proposer will be paid per linear foot of pipe they CCTV and the cost of a reverse setup shall be incidental to and included within the CCTV inspection cost.

F. POLE-CAMERA INSPECTIONS

1. The Successful Proposer shall utilize a high-resolution pole camera to perform an initial screening of selected pipes proposed for either CCTV inspection or MSI inspection, as directed by the City and Jacobs. The pole-camera inspections may be used to aid in confirming or altering the types of inspections to perform on certain pipe sections (CCTV or MSI).

2. The Successful proposer shall use a high-resolution pole camera to perform a rapid system-wide assessment to obtain preliminary information on pipe conditions and to confirm inspection methods. The pole camera shall have a maximum range of 400 feet, recommended by the manufacturer for use on pipe up to 48-inch diameter, and shall be manufactured by a company with at least 5 years of experience manufacturing pole cameras for use in inspecting sanitary sewers. Pole camera used by the Successful Proposer shall be Model Quickview AirHD as manufactured by Envirosight, or approved equal.

3. The high-resolution pole camera shall be easily portable and provided with a video system consisting of a 1/2.8-type CMOS imager, 360x (30x optical, 12x digital) zoom feature, 1280 x 720 pixel resolution, an illumination system with four LED/reflector pairs, an aluminum constructed camera head with four auxiliary connections and temperature, pressure, and incline sensors, a wireless system with IEEE 802.11b/g/n Wi-Fi, and special software and application to store, annotate, and retrieve captured images.

4. The high-resolution pole camera shall be equipped with an easily adjustable tilt camera angle. The camera should be compact and easily portable with a telescoping handle and bipod. The camera shall be provided with a collapsible pole which can be easily extendable. The battery in the camera shall be rechargeable.

5. Photos shall be recorded by the Successful Proposer in an approved digital delivery format such as an external hard drive. Each digital format used for delivery of pole camera captured images shall be indexed, listing in order by line segment all inspection records contained on it. The digital information shall contain multiple photo inspection records and files that store each line segment as a unique digital record. Each of these unique digital records (that is, files) shall be named by street name, starting manhole identification number, ending manhole identification number, and date for that inspection record (EX: Main_St_03-12_03-11_20201130).

G. MULTI-SENSOR INSPECTIONS

1. The Successful Proposer shall submit the catalog and manufacturer's data sheets for the equipment used for the CCTV, Laser & Sonar Equipment.

2. The Successful Proposer shall submit a list of contact names along with their preferred contact numbers, list of staff and equipment used on the project. The Successful Proposer shall also provide the qualifications and certifications, including NASSCO PACP certifications, of the staff employed on this project for quality assurance purposes.

3. The Successful Proposer shall submit a Health and Safety Plan, including staff certifications and permits for confined space entry. A detailed project schedule shall be provided at the pre-construction conference and 7-day look ahead schedules will be provided on a weekly basis.

4. The intent of the Scope of Work is to provide a single, common manufactured MSI inspection platform that is capable of obtaining CCTV, laser, and sonar inspection data at the same time.

5. CCTV inspection requirements shall be in accordance with Section E of this Scope of Work.

6. The Successful Proposer shall submit the deliverables of the CCTV inspections in accordance with Section E of this Scope of Work. Deliverables for both Sonar and Laser inspections shall be provided in a hard drive with the inspection media, database, and reports.

7. Qualifications of staff shall meet the following requirements:

   A. The following key staff have successfully completed work for at least three other projects within last 3 years, with pipe lengths and pipe diameters similar to this.
      a) Inspection Project Manager.
      b) Associate Inspector(s).
      c) Equipment Operator(s).
      d) Foreperson/Field Supervisor.

   B. The following key staff have performed post-processing and quality review of 3D LiDAR laser data for at least three other projects within last 3 years, with pipe lengths and pipe diameters similar to this.
      a) Data Processing Engineer/Technician(s).
      b) Data Processing Quality Reviewer(s).

   C. Staff collecting and coding data are NASSCO PACP Certified

8. The Successful Proposer shall use equipment for inspections with NASSCO/PACP certified software including CCTV/Laser/Sonar recording and defect/observation coding capabilities.

9. Prior to beginning inspection, schedule a pre-start-up meeting with the City and Jacobs to review proposed MSI inspection work and requirements for the work. Prior to start of work,

provide acceptance standard reporting samples to the City and Jacobs including hard drive or DVD format showing example quality of Work proposed for Project, examples demonstrating inspection labeling/identification, data resolution and formatting, and analysis and calculations included in deliverables for at least four (4) manhole-to-manhole segments and combinations of pipe sizes. Data quality and formatting shall be to satisfaction of City and Jacobs.

10. Conduct physical reconnaissance of system area to verify location of known and suspected manholes. Schedule and sequence Work in accordance with local requirements for traffic control, police details, and other local regulations.

11. Schedule Work during low flow periods to maximize amount of pipe wall laser scanned. Schedule work outside of standard working hours of 7:00 A.M. to 5:00 P.M. Monday through Friday and coordinate with and obtain written approval from City and Jacobs. Notify City and Jacobs if, and to what extent, Work conducted during low flow periods will impact ability to collect sonar measurements.

12. The Successful Proposer shall make available on-site both a self-propelled tread-mounted or wheel mounted carrying platform (similar to Mudmaster or equal) and a float-mounted carrying platform to carry the MSI inspection equipment. The selection of the preferred type of carrying platform shall be based in the field based on actual flow conditions in the pipe and the type of platform that will provide the best, most reliable inspection data. Each MSI carrying platform shall consist of the CCTV, laser, and sonar inspection equipment. This equipment should be capable of being deployed through standard 24-inch manhole access point. The equipment should also be equipped with cables, tethers, and power supplies, of sufficient length and capacity to inspect full length of pipeline from available access points.

13. Use equipment designed for multi-sensor inspection of sanitary sewer pipelines with diameters, flows, and access constraints outlined in the Contract Documents. Remove inspection equipment that fails to produce satisfactory results from the Site. Use equipment with NASSCO PACP certified software including CCTV/Laser/Sonar recording and defect/observation coding capabilities.

14. The laser scanning device shall meet the following requirements:

A. Measures the full 360-degree profile of non-submerged portion of pipeline interior.
B. The device shall be classified as Class 1 and support 40Hz scan rates which are eye-safe for operator safety in accordance with OSHA requirements.
C. Capable of providing data that eliminates 6-degree-of-freedom sensor alignment problems.
D. Reporting Dimension Accuracy: Within 0.1 percent of host pipe inner diameter or 1/8-inch, whichever is more stringent.
E. Scanning Resolution Density: Individual scanned LiDAR points shall be spaced apart at distance no greater than 1 percent of host pipe inner diameter.
F. Electronically synchronized with other data sensors and footage counters.
G. For use on self-propelled tread-mounted or wheel mounted carrying platform, use 3D LiDAR fanned laser technology capable of measuring distances to objects and surfaces

in pipes and providing 3D point cloud of interior of pipe. Produce high resolution 3D wall scans that can be converted to CAD drawings and tabular output formats.

H. For use on float-mounted carrying platform, use 2D LiDAR laser technology capable of measuring distances to objects and surfaces in pipes and to be capable of providing a 2D cross-section of interior of pipe. Produce high resolution 2D wall scans convertible to CAD drawings and tabular output formats.

15. The sonar scanning device shall meet the following requirements:

A. Measure the 360-degree profile of submerged portion of the pipeline interior.
B. The scanning device shall be able to measure one profile slice per second.
C. The scanning device should also be a programming multi-frequency sonar that supports a range of frequencies from 600kHz to 1.0 MHz.
D. Reporting dimension accuracy within 1% of nominal diameter in pipelines 48 inches and larger.
E. Sediment volume accuracy of within 5% of the total sediment volume.
F. Produce 2D scans convertible to tabular output formats.
G. Electronically synchronized with other data sensors and footage counters.

16. Complete multi-sensory inspections on pipe segments indicated in Appendix A that are greater than 36-inch diameter, unless directed otherwise by the City and Jacobs. Label assets and structures in inspection records using same identification nomenclature as shown on maps. If pipe or structure is not shown or listed, identify by downstream structure with letter designation added starting with "A" for each unidentified structure on each pipe segment. Identify subsequent upstream structures by adding "B", "C", and so on; include revisions on corrected field map.

17. The Successful Proposer should be able to Record GPS latitude and longitude (decimal degrees) coordinates using submeter accurate portable global positioning system (GPS) device in field for manholes and pipeline access locations used during inspection and include coordinates in inspection database and summary report.

18. Conduct sensor data recording as follows:

A. Scan entire length of pipe, with no gaps between individual scans.
B. CCTV/Laser/sonar inspection is represented by one manhole-to-manhole pipe segment or other access-to-access point; not multiple manhole-to-manhole segments.
C. Scan in direction of flow, except while platform is being used in reverse setup. Inspect from upstream to downstream, unless prohibited by obstruction.
D. Conduct inspection with 3D LiDAR fanned laser equipment. If conditions preclude inspection using self-propelled platforms, jetter trucks may be used to string tag lines to facilitate inspection.
E. Use floating, raft mounted, 2D LiDAR equipment if conditions do not allow use of self-propelled 3D LiDAR fanned laser equipment.
F. If equipment will not pass through entire line segment because of an obstruction, set up equipment so inspection can be performed from opposite manhole.

G. If upstream (reverse) setup, is required, establish new inspection run separate from downstream (normal) setup.
H. Keep sensors clean and clear. If material or debris obscures image or causes reduced input, clean or replace sensors prior to proceeding with recording operation.
I. Provide recordings without distortion or outside interference.
J. Inspect line segments from structure-to-structure on same hard drive in continuous run. Do not perform partial inspection on one hard drive and then complete run on another hard drive. If line is partially inspected, because of an excusable condition, (for example, collapsed line), televised length will be reviewed by City and Jacobs. If portion of line is unacceptable, reinspect entire segment.
K. Owner/Engineer may accept physical inspection that does not adhere to minimum standards if adverse conditions are encountered, and reinspection is not advised. In such case, enough data shall be provided to permit accurate assessment.
L. If sensors on platform interfere with one another during inspection and result in incomplete or poor-quality data, make required modifications to equipment and repeat inspections.

19. Measurements during inspections shall be conducted as follows:

A. Record in English units.
B. Use measuring rod to physically verify diameter of inlet and outlet pipe.
C. Begin footage measurements at centerline of upstream manhole.
D. Line segment recording will be rejected and must be repeated if continuous footage measurements are inaccurate, measurement deviations exceed equipment tolerance specified, or Identified defects or features leave doubt as to accuracy of locations or total length.
E. Reset footage measurement to zero after each segment inspected.
F. Perform cable distance counter calibration in accordance with approved calibration quality control procedure and at a minimum consist of physical 100-foot payout verification measurements at beginning of the Project and prior to each setup.

20. After inspection, transfer inspection data to external hard drive of sufficient capacity and compatibility with Owner's equipment. Include code required for playback of inspections files.

21. The Successful Proposer shall compile an inspection report in a PDF format, organized by line segment, in a tabular format which includes the location and the extent/degree of corrosion, deformation, obstructions and defects. The report should also consist of a list of those pipe segments which were not successfully inspected due to any hindrances that may have occurred during the inspection. The report should also consist of the submeter coordinates for manholes and any mapping discrepancies such as unlocated manholes and misalignments. Draft Inspection Report shall be submitted to City and Jacobs within 30 days of completion of field inspections.

22. Inspection Report shall contain the following laser scanning data:

A. Tabular output showing maximum, minimum, and average radius measurements, presented from center of pipe, for every clock position (such as, 12:00, 1:00, 2:00, 3:00) for 5-foot-long section intervals along pipe alignment.
B. Results summary table listing footage by 5-foot-long section increments, scan number, vertical diameter, horizontal diameter, and maximum and average ovality.
C. Ovality calculated as described in ASTM F1216.
D. Pipe graph precision scans of approximately 5-foot-long section increments with color coded dimension measurements.
E. Cross section precision scans of approximately 5-foot increments with color coded dimension measurements.
F. Precision ovality scans accurate to same tolerance as required for internal dimensions in Article Laser Equipment.
G. Include quality review certification signed by NASSCO PACP certified staff, other than original post-processor, on final laser report.

23. Inspection report shall contain the following sonar scanning data:

A. Sediment analysis report showing debris depth along pipe length per pipe segment (MH to MH).
B. Calculation of sediment volume per pipe segment (MH to MH).
C. Overall total volume of sediment calculation.
D. Tabular output showing average and maximum sediment levels and volume for 5-foot-long section intervals along pipe alignment.
E. Integrate sonar debris levels with NASSCO PACP Standard Exchange Database with appropriate codes and quantification of debris included in database observations.

H. CREWED ENTRY INSPECTION OF SEWER SYSTEMS

1. Crewed entry manhole-to-manhole inspection shall be performed for the existing 72-inch reinforced concrete pipe containing the existing 15-inch carrier sewer pipe along the invert of the larger pipe. Refer to the Map Package in Appendix A for location.

2. During the crewed entry inspection, the Successful Proposer shall internally video and audio record the interior of the 72-inch pipe using a high-definition camera in accordance with the requirements of Section E, paragraphs 3 through 8. Capture high-resolution photos and video recordings of the sewer interior. Ensure the camera is centered and provides clear images of defects and structural features. Thoroughly clean areas of the pipe as required to reveal the full extent of all potential deficiencies.

3. The Successful Proposer shall be paid according to the lump sum price included in the Price Proposal Form, provided the footage is provided with clear high-definition video and high audio quality that meets the specification requirements. If the inspection crew is unable to traverse the full length of the pipe, a reverse setup shall be attempted, the cost of which shall be incidental to the price bid.

4. Successful Proposer shall provide a submittal to Jacobs detailing the equipment to be used for the crewed entry inspection, including catalog and manufacturer's data sheets, a detailed description of the procedure and approach for completing the work, quality control measures, and health and safety equipment and related procedures to be used.

5. The Successful Proposer shall submit a Health and Safety Plan for the record, including staff certifications and permits for confined space entry and descriptions of safety procedures, safety gear, and ventilation and monitoring equipment to be used. The Health and Safety Plan shall also address emergency response protocols and procedures for regularly assessing the structural integrity, air monitoring, and overall fitness of the pipeline interior to safely conduct the crewed entry inspection. The Successful Proposer shall maintain responsibility for properly implementing the Health and Safety Plan and for all site safety.

6. The Successful Proposer shall submit the qualifications and certifications, including NASSCO PACP certifications, of the staff that will complete the crewed entry inspection. At least one staff member conducting the interior pipe inspections shall be NASSCO PACP certified.

7. Provide deliverables in accordance with applicable requirements in Section J.

I. BYPASS FLOW HANDLING

1. Furnishing all plant, labor, equipment and materials, as well as performing all operations associated with handling Sewage bypass flows from the existing system around the work indicated on the Drawings in accordance with these Specifications and as directed.

2. Performing the work in a sequence that is the least disruptive to vehicular and pedestrian traffic and in a manner that shall protect the public from damage to persons and property.

3. Contractor shall design the bypass flow handling system.

4. Shop drawings indicating materials, equipment and methods to complete bypass flow handling operations. The Contractor shall submit all applicable by-pass documentation to the Engineer a minimum of ten (10) business days prior to the required approval of by-pass plans.

5. Work plan including the following items:
   A. Location, configuration and routing of bypass flow handling pipes.
   B. Staging area(s) for pumps and other equipment.
   C. Upstream flow collection location and/or bulkheads.
   D. Downstream discharge location.
   E. Method of protecting structures that accept discharge flows.
   F. Traffic management plan.
   G. Roadway crossing details including hose ramps or trench details.
   H. Noise pollution abatement plan.

6. List of 24-hour emergency telephone numbers at which the Contractor may be reached.

7. Contractor shall be responsible for the design of the following system components:
   A. Pumps.
   B. Generators and power sources.
   C. Suction and discharge piping.
   D. Temporary pipe supports and anchoring.
   E. Pipe plugging and bulkheads.
   F. Noise control equipment.
   G. Calculation of average and maximum daily flows.
   H. Calculations of static lift, friction losses, flow velocity and flow rate.
   I. Systems testing and start-up.
   J. Contingency plan and equipment for system failures.

8. Equipment:
   A. The bypass flow handling equipment shall be of sufficient size and material to convey existing flows without overflow, spillage or discharge to the surrounding environment.

   B. Bypass pumps shall be self-priming.

C. Contractor shall be fully equipped to operate and respond to any repair or replacement of the system (24 hours per day and 7 days per week) while the bypass flow handling system is in use.
D. Contractor shall incorporate noise reduction equipment to minimize impact on the surrounding environment. Such measures shall include insulated enclosures, hospital grade silencers or mufflers, equipment modifications and/or special equipment to limit noise to eighty (80) dBA at seven (7) feet or sixty (60) dBA at the nearest residence or business.

9. Design Criteria:
   A. Contractor shall verify flow conditions in the existing system prior to the commencement of construction. The Contractor shall have no claim for additional compensation by reason of delay or inconvenience in adapting its operations to the need for maintaining existing flows.
   B. Pumps must be capable of lifting wastewater flows out of existing sewer manholes, along horizontal runs of various lengths, and discharging into downstream manholes or existing or proposed pump station wetwells. Contractor is responsible for providing capacity to pump all flows that appear in the gravity sewers, including during rain events.
   C. The Contractor shall provide all pipeline, plugs, flow-through plugs, pumps of adequate size to handle peak flow, and discharge piping to ensure that the total flow can be safely diverted around the area of work.
   D. To prevent backup into nearby residences, pumping system must not surcharge the sewer more than eighteen (18) inches in the vertical direction as measured from the invert of the existing inlet pipe at the manhole from which the bypass pumps are withdrawing sewage.
   E. The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown.

10. Preparations:
    A. Contractor shall perform all work in accordance with municipal, state and federal requirements.
    B. Contractor shall obtain all permits required to perform work prior to the commencement of construction at no additional cost to the Owner.
    C. Prior to the commencement of construction, Contractor shall perform all possible preparatory work. The Contractor shall, at all times, conduct operations to interfere as little as possible with existing flows.
    D. Prior to start-up of bypass flow handling system, the Contractor shall notify the Engineer at least 7 days in advance of shutting down sewer service to provide adequate time for the Owner to notify property owners. Contractor shall not commence sewer service shutdowns until the Engineer grants approval.

11. General:
    A. Contractor shall design the layout and routing of the bypass flow handling system to minimize disturbance to public and private land and to maintain access for pedestrians

and traffic. Bypass pumps, piping, generators and other associated items shall not be placed on private property unless specifically approved by the Engineer.

B. If excavation is required across roadways, all work shall be performed in accordance with municipal and/or state requirements.
C. Contractor shall furnish, install, maintain and operate all temporary facilities such as dams, pumping equipment, conduits and all other labor and equipment necessary to intercept the flow before it reaches points where it would interfere with the work.
D. Upon completion of construction, the Contractor shall remove plugging and/or bulkheads in a manner that permits the existing flows to slowly return to pre-construction conditions and prevent surcharging, flooding or causing any other disturbances downstream.
E. Contractor is responsible for any clean-up and damages caused by pumping system or inadequacy of pumping capacity.

J. DELIVERABLES

1. A hard drive including all CCTV videos with the proper naming convention, laser scanning data, sonar scanning data, photos, fusion files, data bases, PDF pipe assessment reports, NASSCO PACP access file and any other media data collected during the CCTV and MSI inspections.

2. MSI Inspection Report in PDF format.

3. A list of pipes that required heavy cleaning.

4. A list of critical defects needing immediate attention.

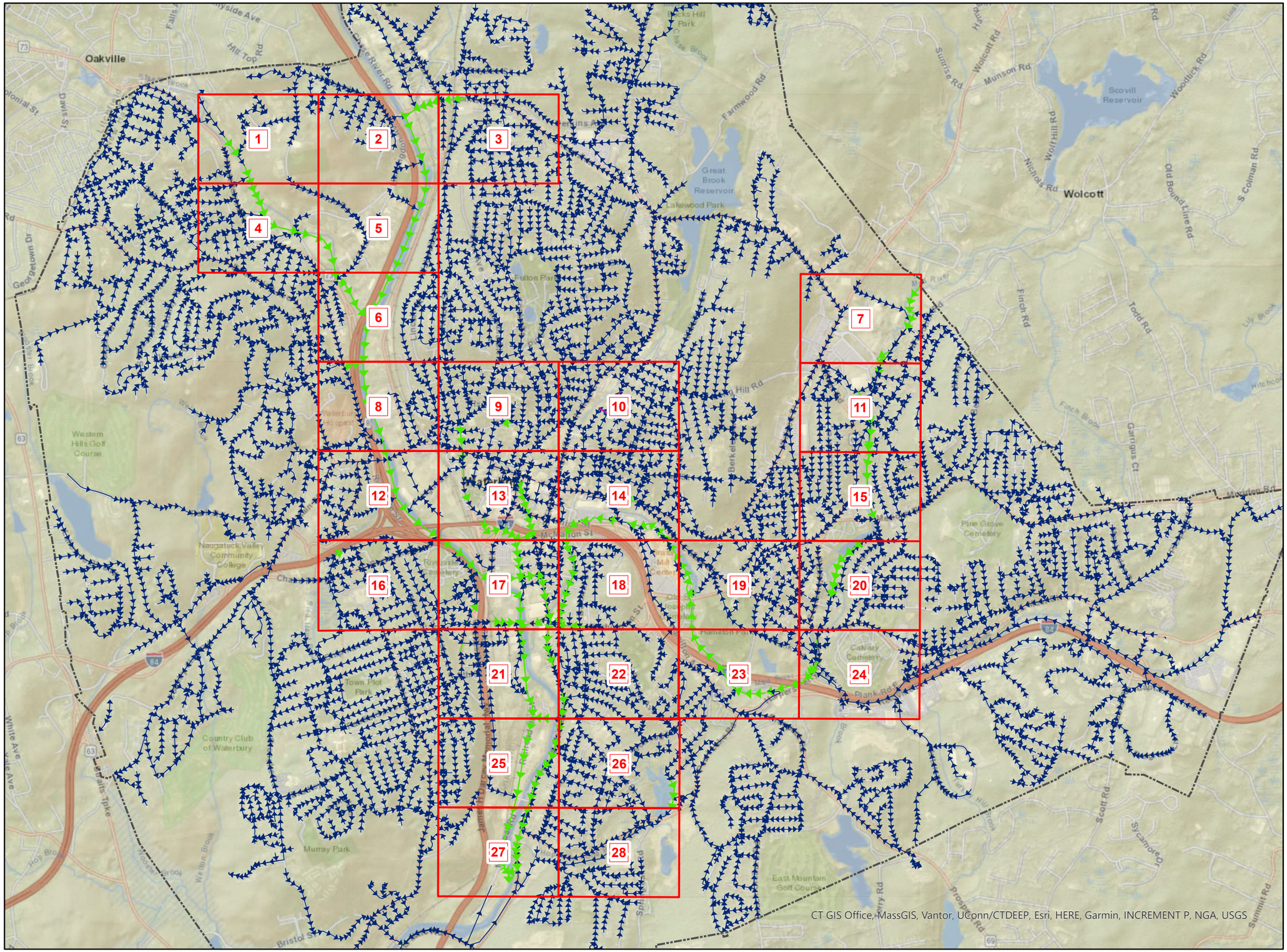
5. Red-lined plan sheets showing differing conditions if encountered during field investigations.

K. SAFETY

1. The Successful Proposer has full responsibility for the safety of its employees and agents, including providing appropriate safety equipment for its field personnel. All personnel working on site shall be required to read, understand, and abide by the Jacobs Field Safety Instructions as well as their own company policies.

2. Only personnel who are trained in CCTV and multi-sensor inspections, familiar with working in the field, trained in safe traffic control, and trained in permit-required confined space access procedures shall be assigned to the project. The Successful Proposer will be fully responsible for its own safety while on the job and will comply with City, State, and Federal OSHA requirements.

3. The Successful Proposer will provide all labor and equipment needed for traffic control plans, setup with cones and signs, and coordination with police details and traffic control professionals, as required.



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- 72-inch Pipe
- Waterbury City Line
- Map Page

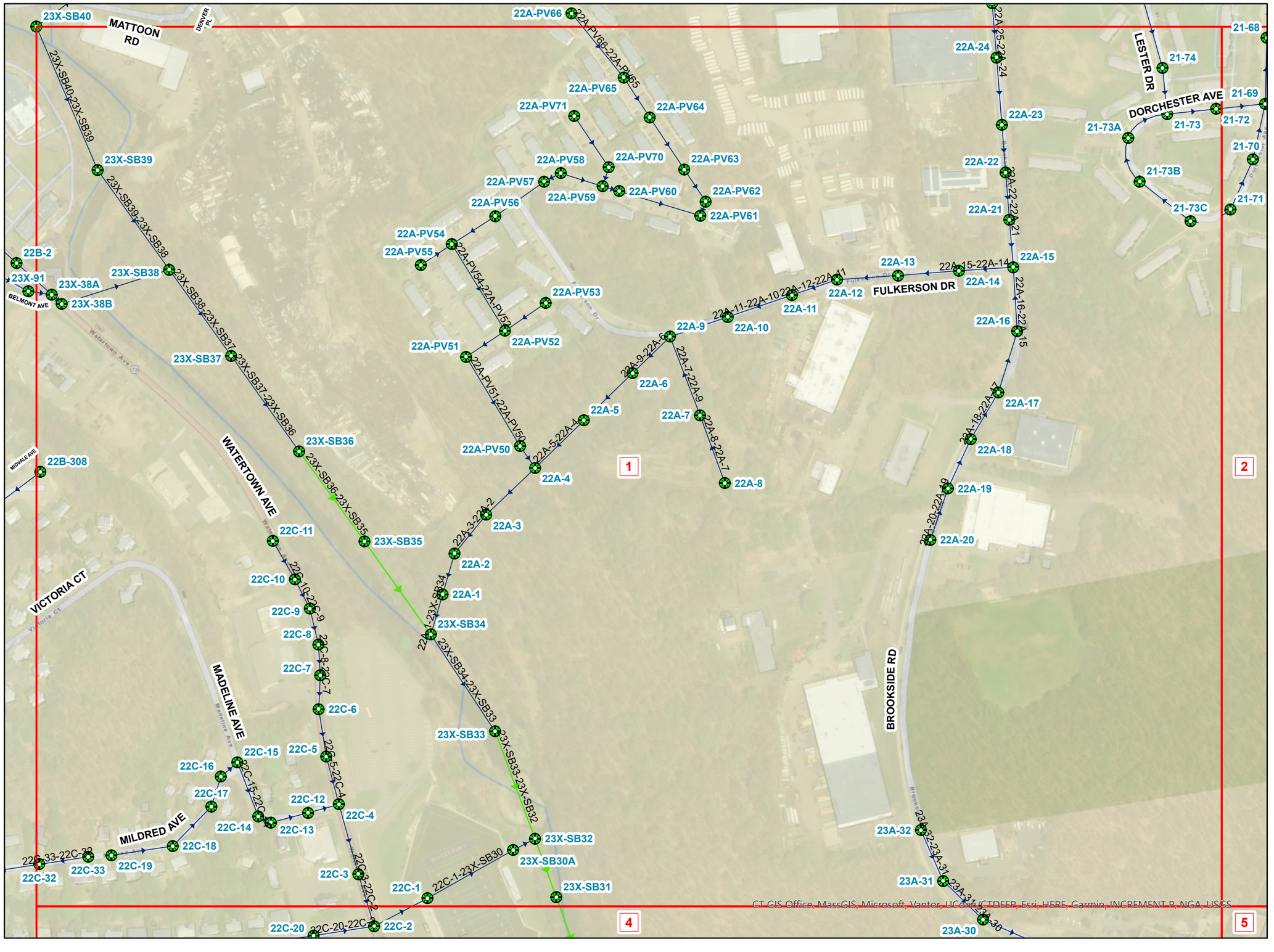
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0 2,750 5,500 Feet

Overview Map

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

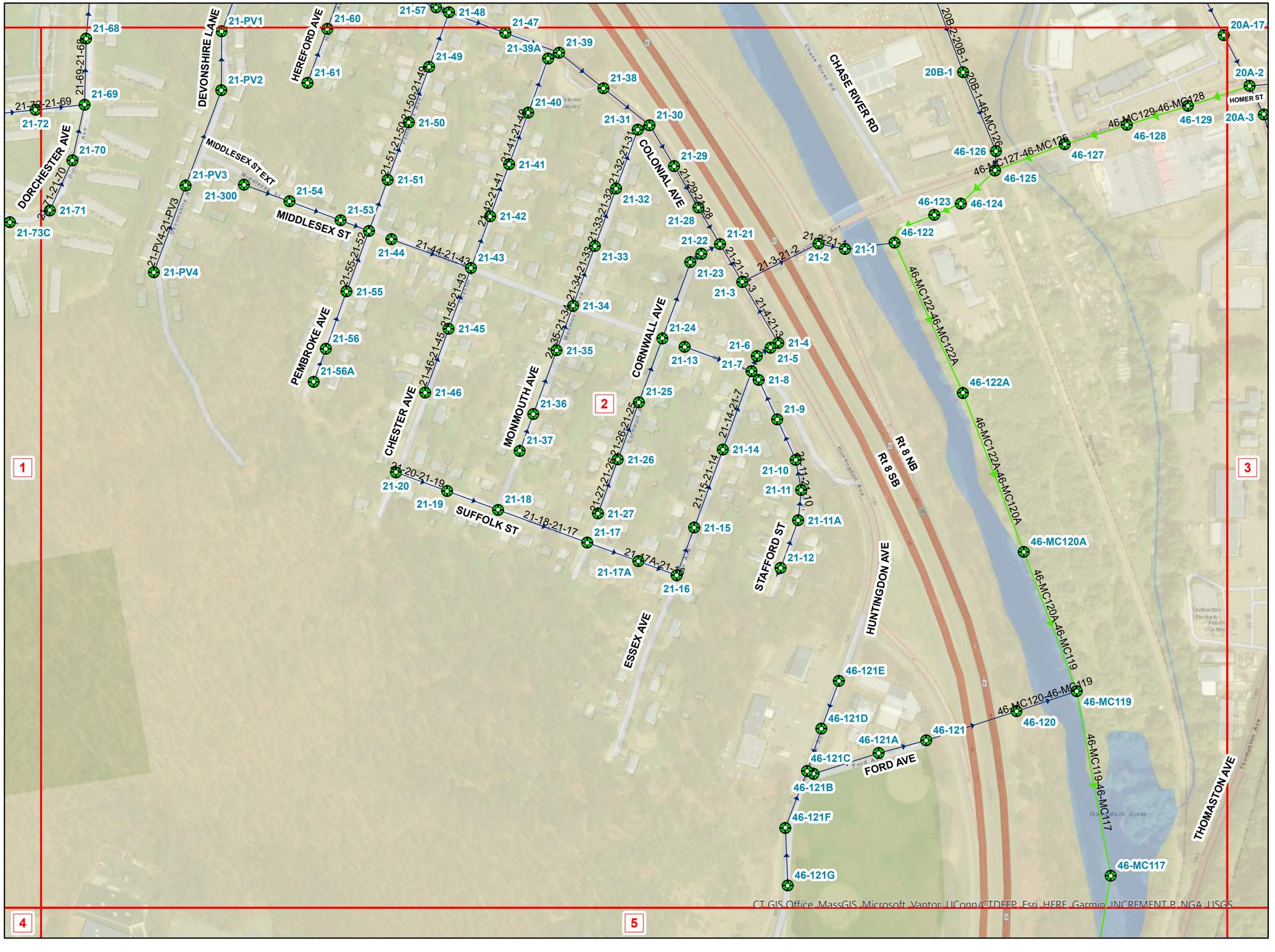
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0 137.5 275 550 Feet

Map Number: 1

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

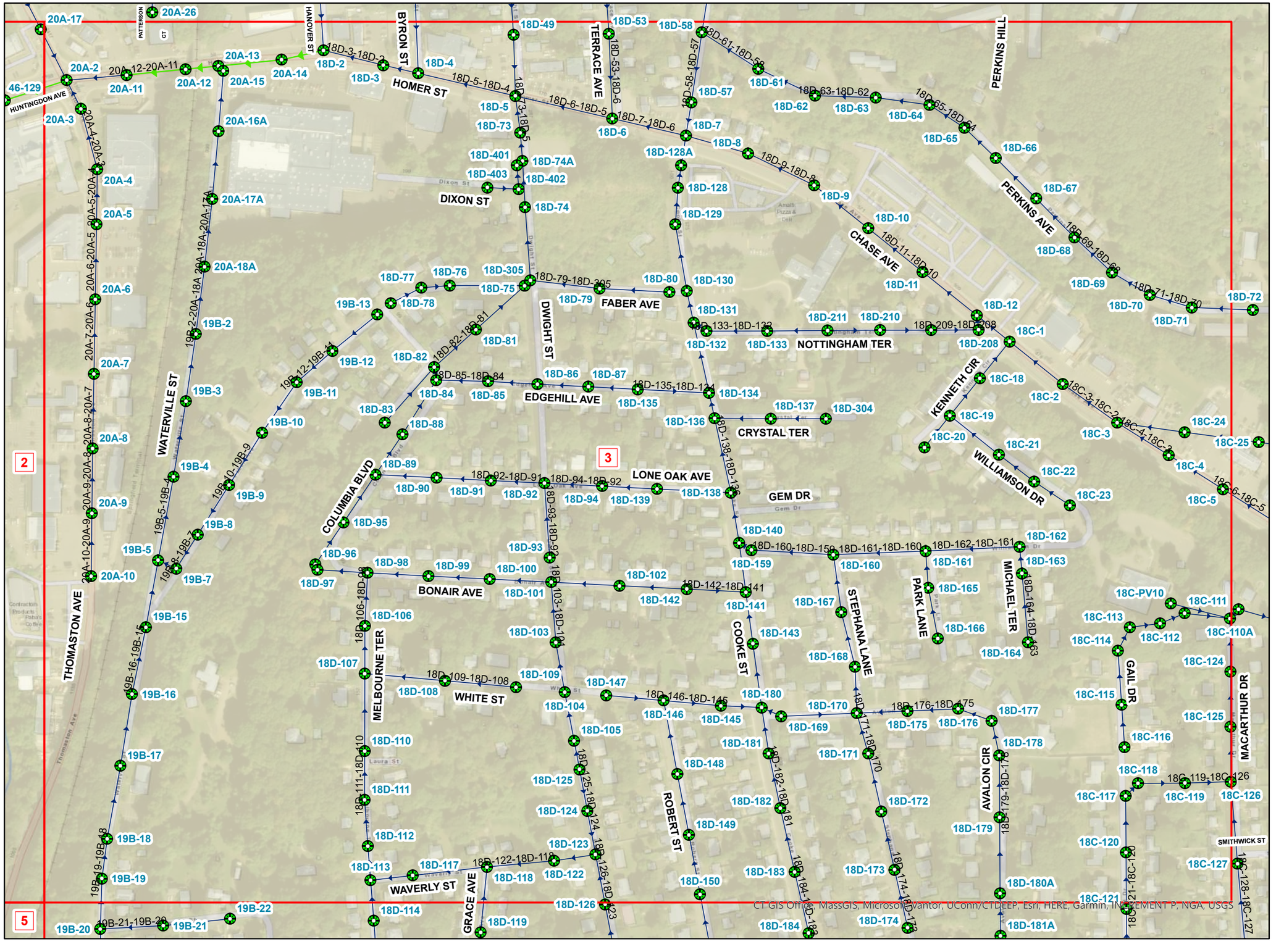
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0 137.5 275 550 Feet

Map Number: 2

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

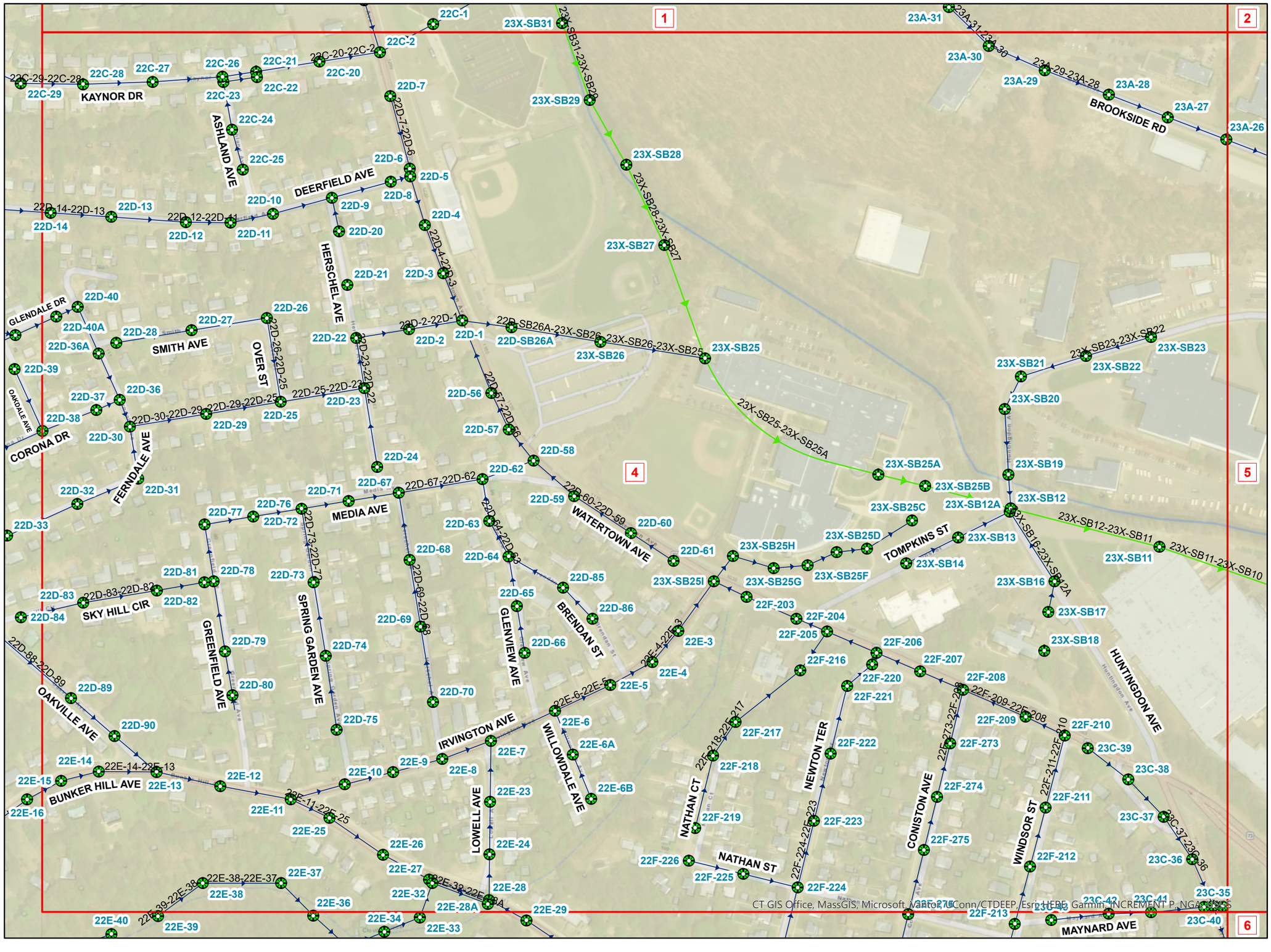
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0 137.5 275 550 Feet

Map Number: 3

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

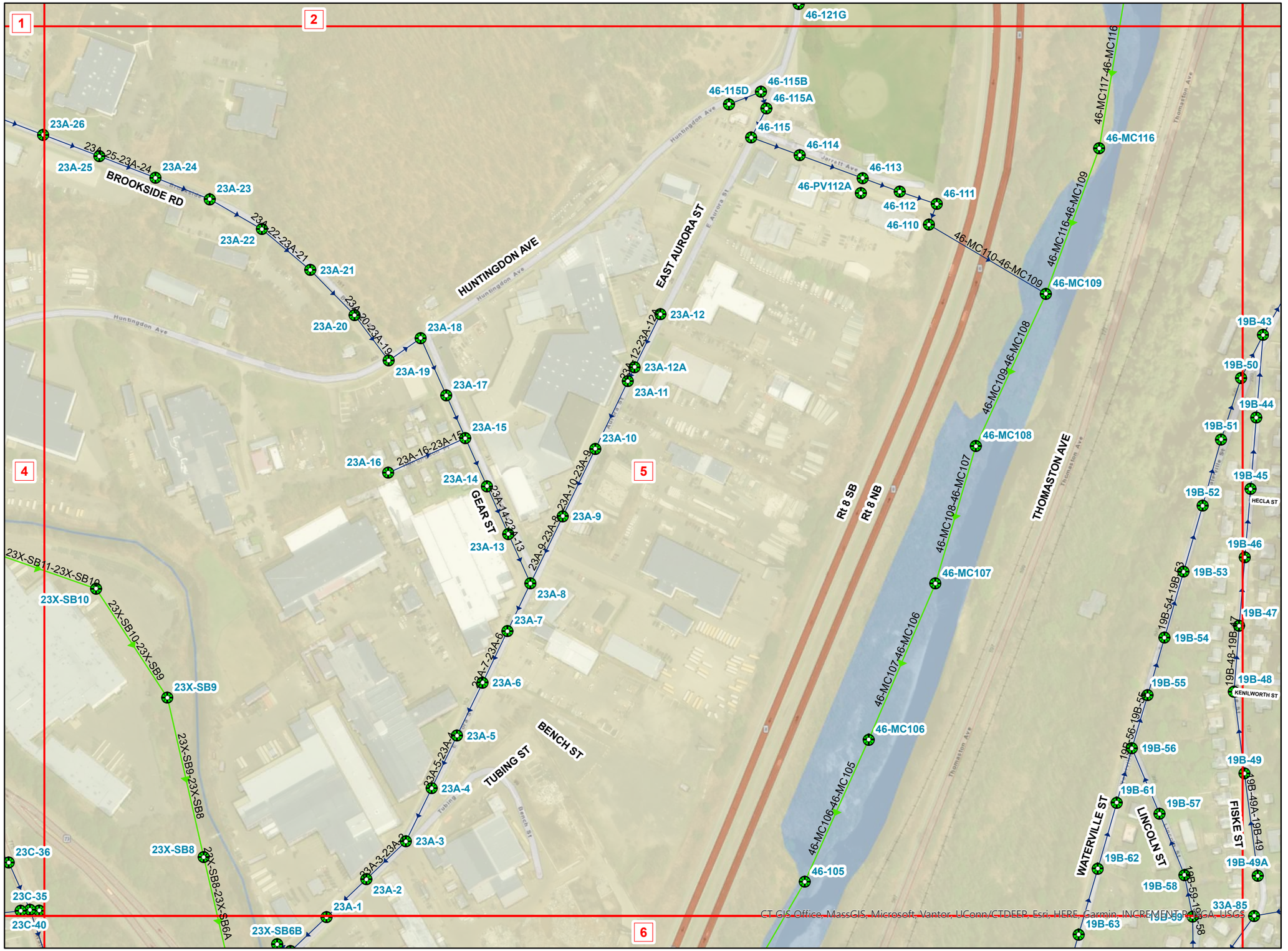
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0 137.5 275 550 Feet

Map Number: 4

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

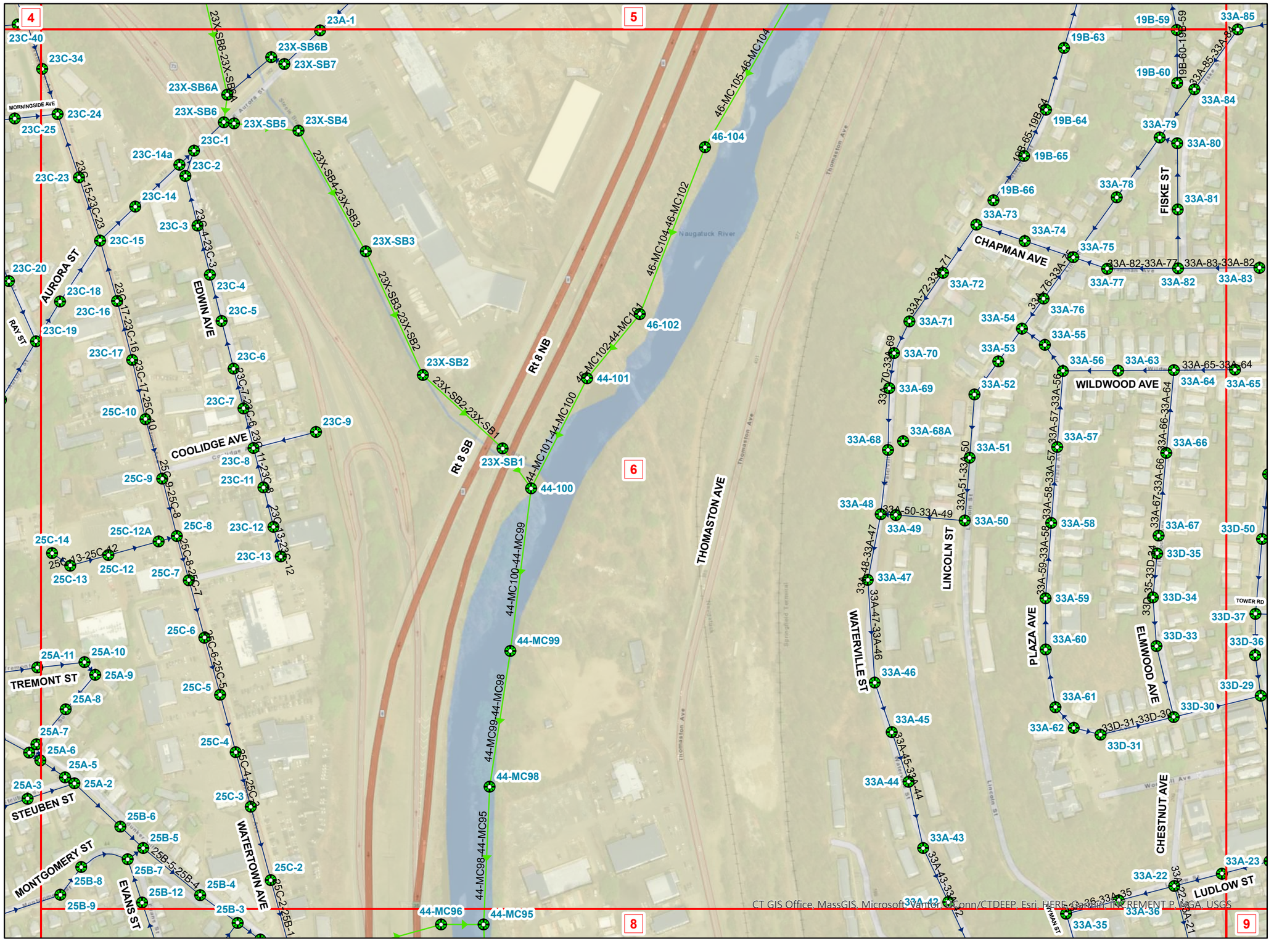
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0 137.5 275 550 Feet

Map Number: 5

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

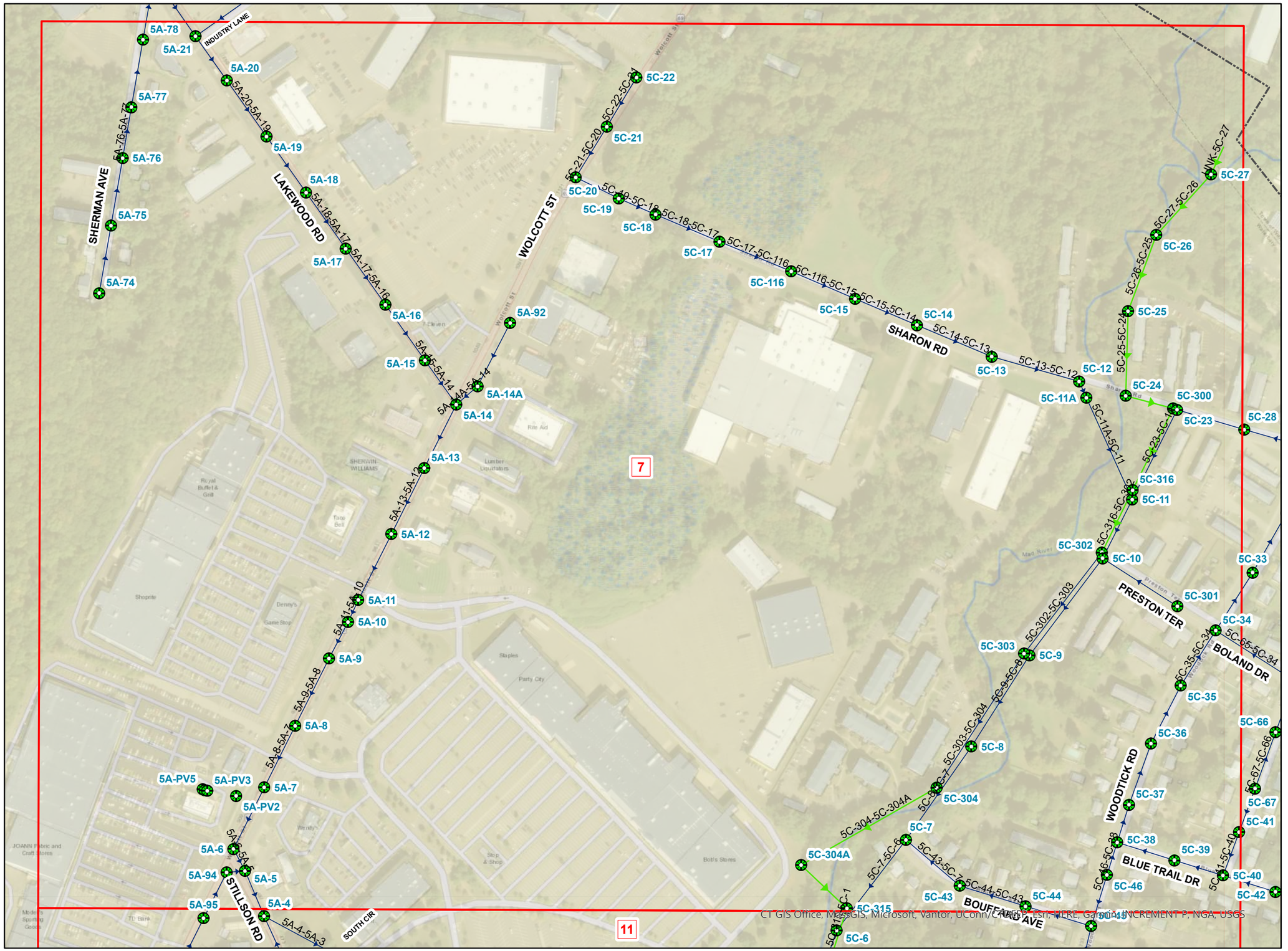
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0 137.5 275 550 Feet

Map Number: 6

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

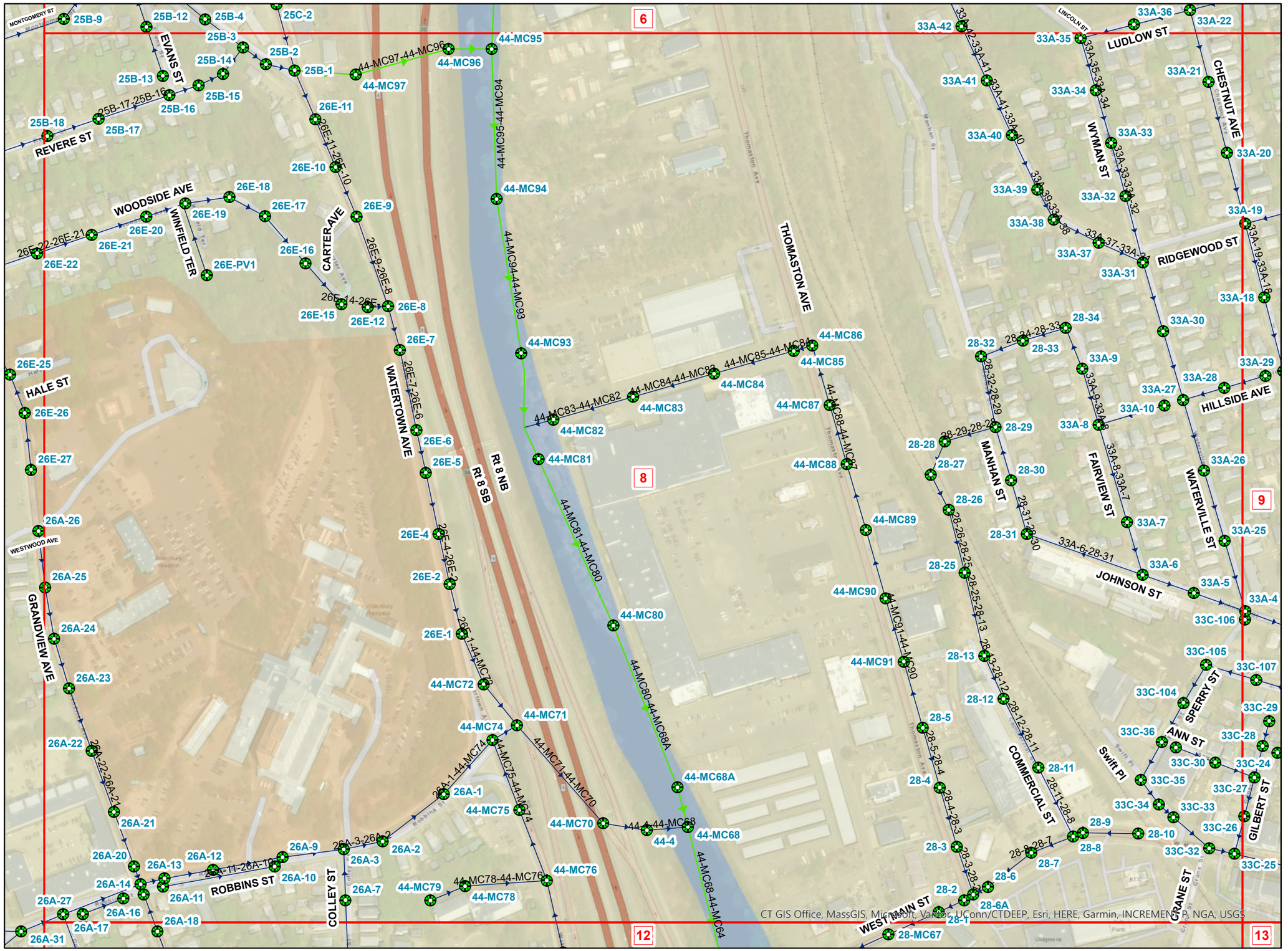
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0 137.5 275 550 Feet

Map Number: 7

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

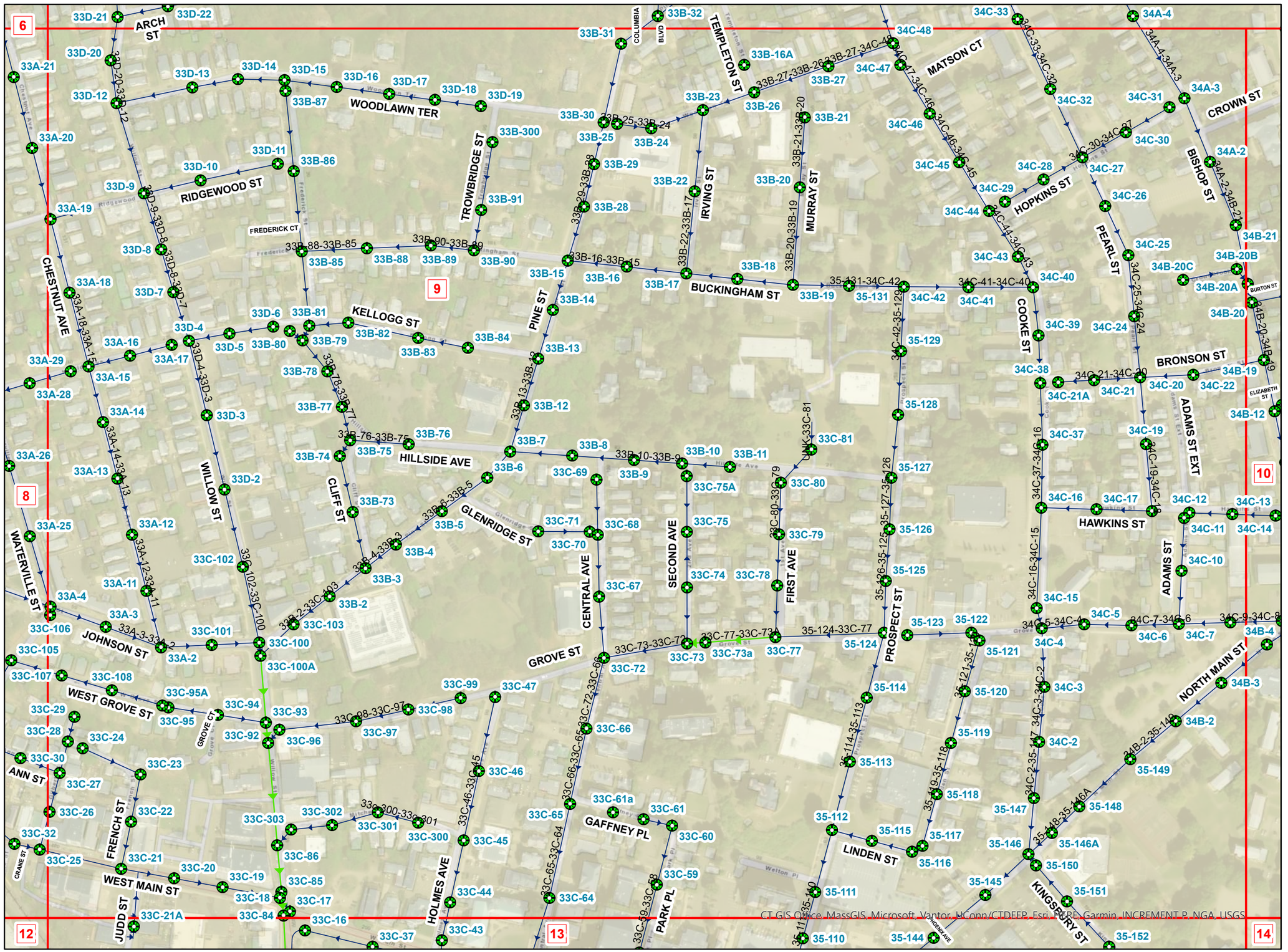
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0 137.5 275 550 Feet

Map Number: 8

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

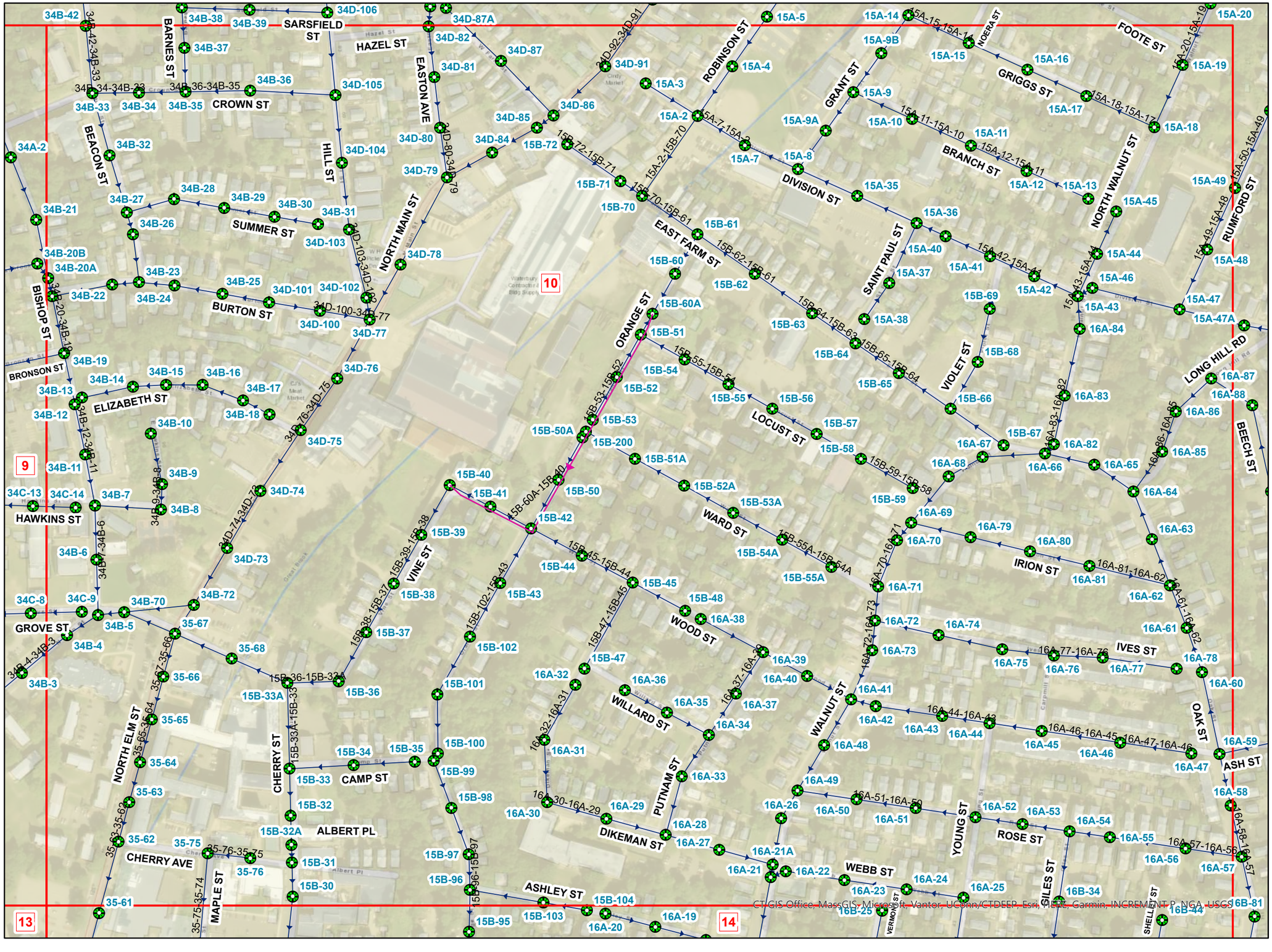
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0 137.5 275 550 Feet

Map Number: 9

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- 72-inch Pipe
- Waterbury City Line
- Map Page

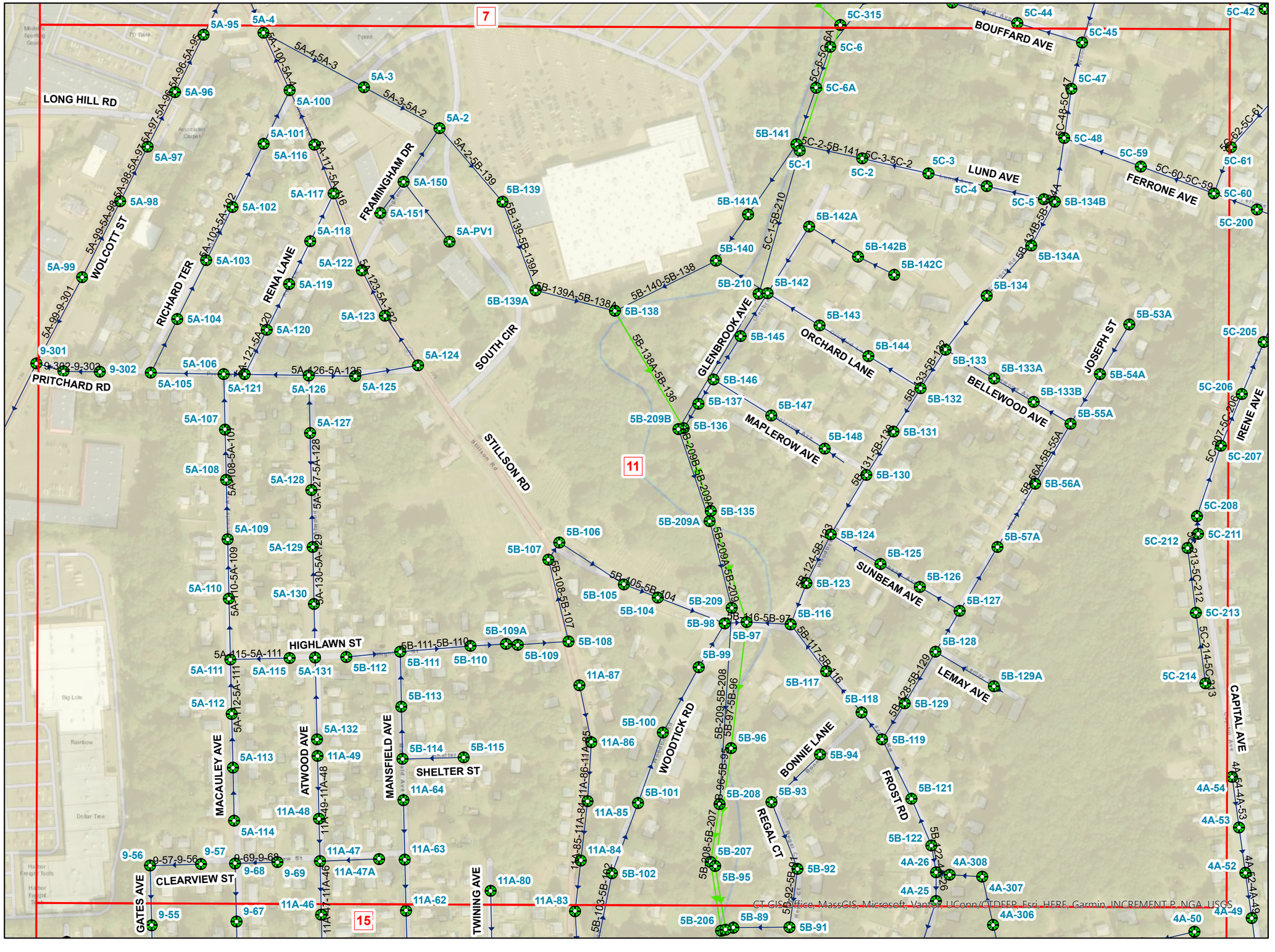
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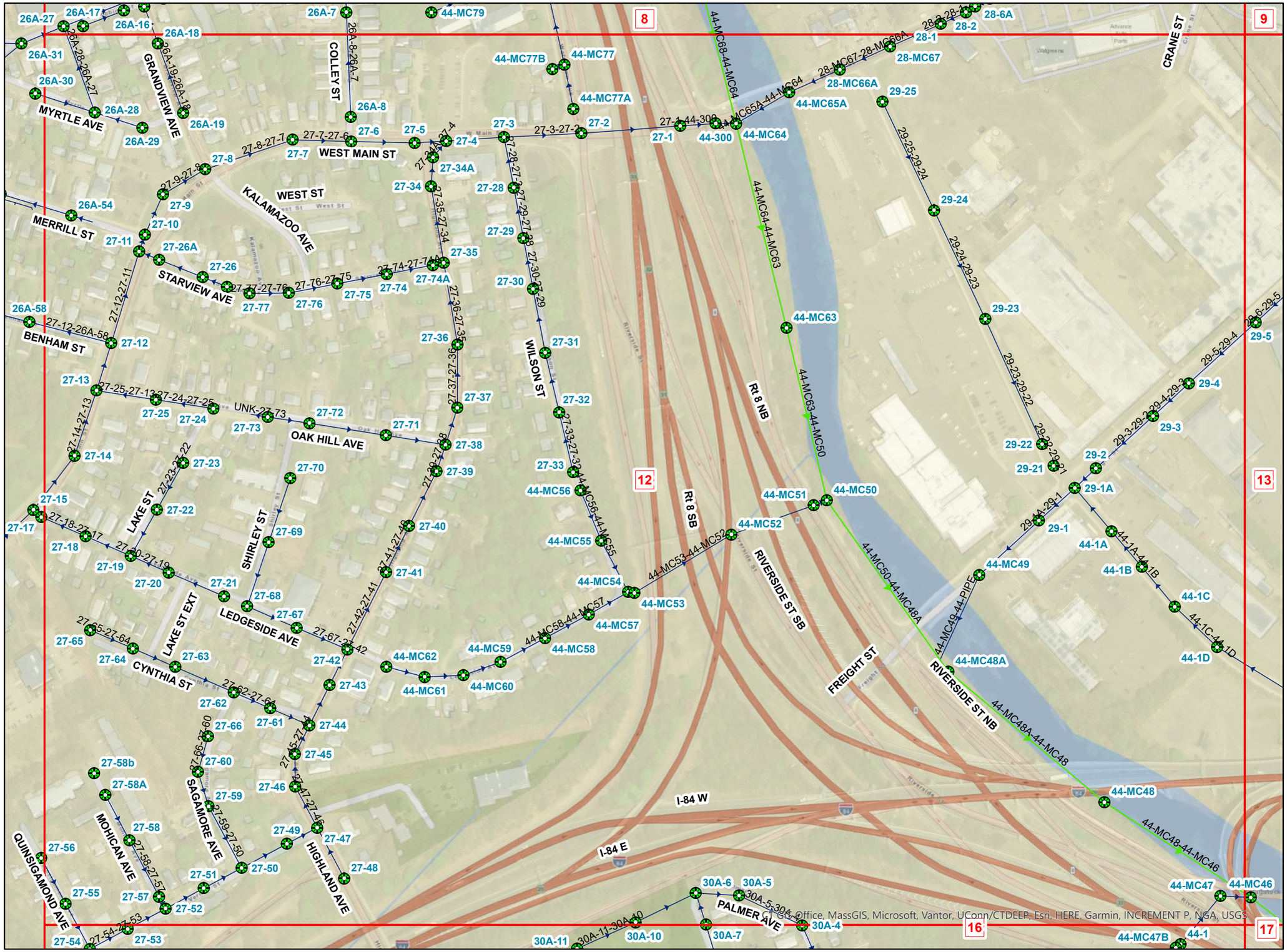
0 130 260 520 Feet

Map Number: 10

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections


7
11
15
LONG HILL RD
WOLCOTT ST
RICHARD TER
RENA LANE
PRITCHARD RD
SOUTH CIR
FRAMINGHAM DR
STILLSON RD
BOUFFARD AVE
LUND AVE
FERRONE AVE
GLENBROOK AVE
ORCHARD LANE
MAPLEROW AVE
BELLEWOOD AVE
JOSEPH ST
IRENE AVE
SUNBEAM AVE
LEMAY AVE
FROST RD
BONNIE LANE
REGAL CT
WOODTICK RD
CAPITAL AVE
HIGHLAWN ST
SHELTER ST
MANSFIELD AVE
ATWOOD AVE
MACAULEY AVE
CLEARVIEW ST
GATES AVE
TWINING AVE
5A-95
5A-4
5A-96
5A-97
5A-98
5A-99
9-301
9-302
5A-105
5A-106
5A-104
5A-103
5A-102
5A-100
5A-101
5A-116
5A-117
5A-118
5A-122
5A-123
5A-119
5A-120
5A-121
5A-126
5A-125
5A-124
5A-3
5A-2
5A-150
5A-151
5A-PV1
5B-139
5B-140
5B-141
5B-141A
5B-142A
5B-142B
5B-142C
5B-142
5B-143
5B-144
5B-145
5B-146
5B-147
5B-148
5B-139A
5B-138
5B-137
5B-136
5B-209B
5B-209A
5B-135
5B-210
5C-315
5C-6
5C-6A
5C-1
5C-2
5C-3
5C-4
5C-5
5C-44
5C-45
5C-47
5C-48
5C-59
5C-60
5C-61
5C-62
5C-200
5B-134B
5B-134A
5B-134
5B-133
5B-133A
5B-133B
5B-132
5B-131
5B-130
5B-56A
5B-55A
5B-54A
5B-53A
5C-205
5C-206
5C-207
5C-208
5C-211
5C-212
5C-213
5C-214
5B-124
5B-125
5B-126
5B-123
5B-127
5B-128
5B-129A
5B-129
5B-119
5B-121
5B-122
5B-57A
4A-54
4A-53
4A-52
4A-49
4A-50
4A-307
4A-306
4A-308
4A-26
4A-25
5A-107
5A-108
5A-109
5A-110
5A-127
5A-128
5A-129
5A-130
5A-131
5A-132
5A-111
5A-112
5A-113
5A-114
5A-115
11A-87
11A-86
11A-85
11A-84
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11A-63
11A-62
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11A-48
11A-47
11A-47A
11A-46
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9-56
9-57
9-67
9-68
9-69
5B-106
5B-107
5B-108
5B-109
5B-110
5B-111
5B-112
5B-113
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5B-115
5B-105
5B-104
5B-209
5B-98
5B-97
5B-116
5B-117
5B-118
5B-99
5B-100
5B-96
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5B-208
5B-207
5B-92
5B-91
5B-89
5B-206
5B-102
5B-101
5B-103
5B-95
Legend
Manhole & Manhole ID
Pipe
Inspection Needed
Waterbury City Line
Map Page
N
0
137.5
275
550
Feet
Map Number: 11
Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT
Pipe Inspections
CT GISOffice, MassGIS, Microsoft, Vantor, UConn/CTDEEP, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

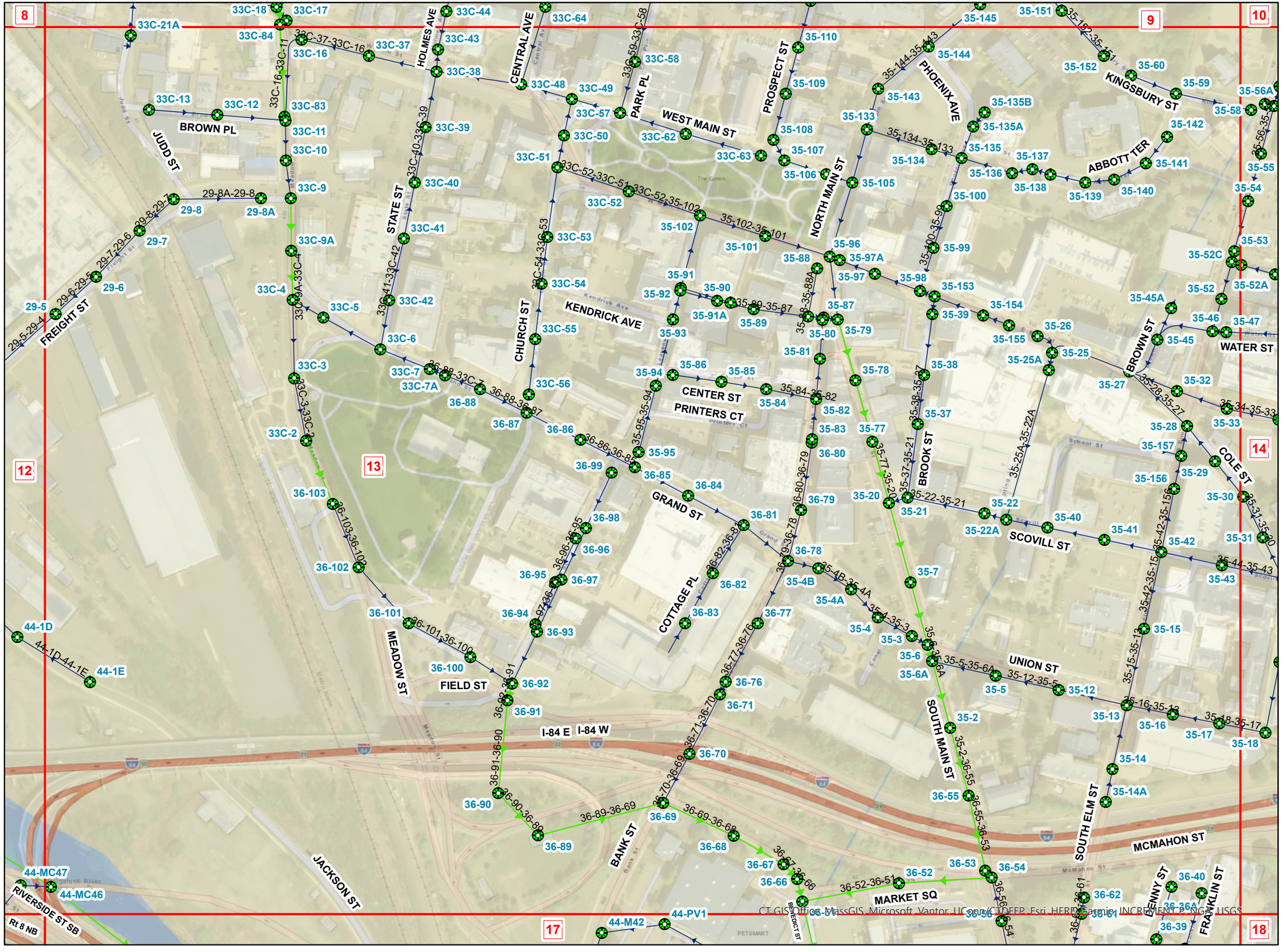
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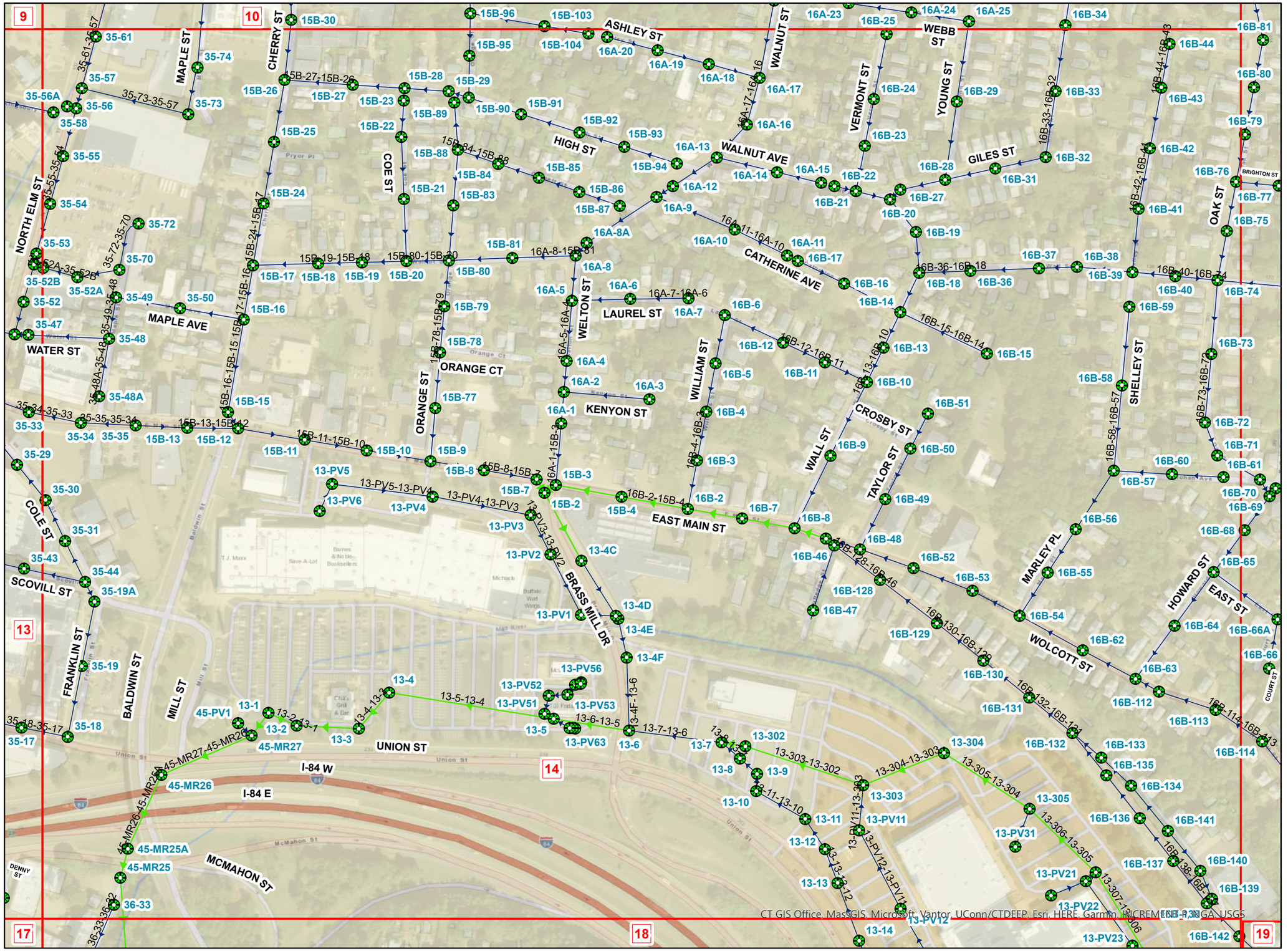
0 137.5 275 550 Feet

Map Number: 12

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections


8
9
10
12
13
14
17
18
FREIGHT ST
BROWN PL
JUDD ST
HOLMES AVE
CENTRAL AVE
PARK PL
WEST MAIN ST
PROSPECT ST
PHOENIX AVE
KINGSBURY ST
ABBOTT TER
NORTH MAIN ST
STATE ST
KENDRICK AVE
CHURCH ST
CENTER ST
PRINTERS CT
GRAND ST
COTTAGE PL
MEADOW ST
FIELD ST
I-84 E
I-84 W
BANK ST
JACKSON ST
RIVERSIDE ST SB
Rt 8 NB
SOUTH MAIN ST
BROOK ST
SCOVILL ST
UNION ST
MARKET SQ
MCMAHON ST
SOUTH ELM ST
BROWN ST
WATER ST
COLE ST
FRANKLIN ST
BENNY ST
33C-18
33C-17
33C-21A
33C-84
33C-16
33C-37
33C-43
33C-44
33C-38
33C-64
33C-48
33C-49
33C-57
33C-58
33C-62
33C-63
33C-13
33C-12
33C-83
33C-11
33C-10
33C-9
33C-9A
33C-4
33C-5
33C-6
33C-7
33C-7A
33C-3
33C-2
33C-39
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33C-56
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29-6-29-5
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35-141
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35-134
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36-54
36-56
36-62
36-61
36-40
36-39
44-1D
44-1E
44-MC47
44-MC46
44-M42
44-PV1
Legend
Manhole & Manhole ID
Pipe
Inspection Needed
Waterbury City Line
Map Page
N
0
137.5
275
550
Feet
Map Number: 13
Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT
Pipe Inspections
CT GIS, Office of MassGIS, Microsoft, Vantor, UConn/CTDEEP, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

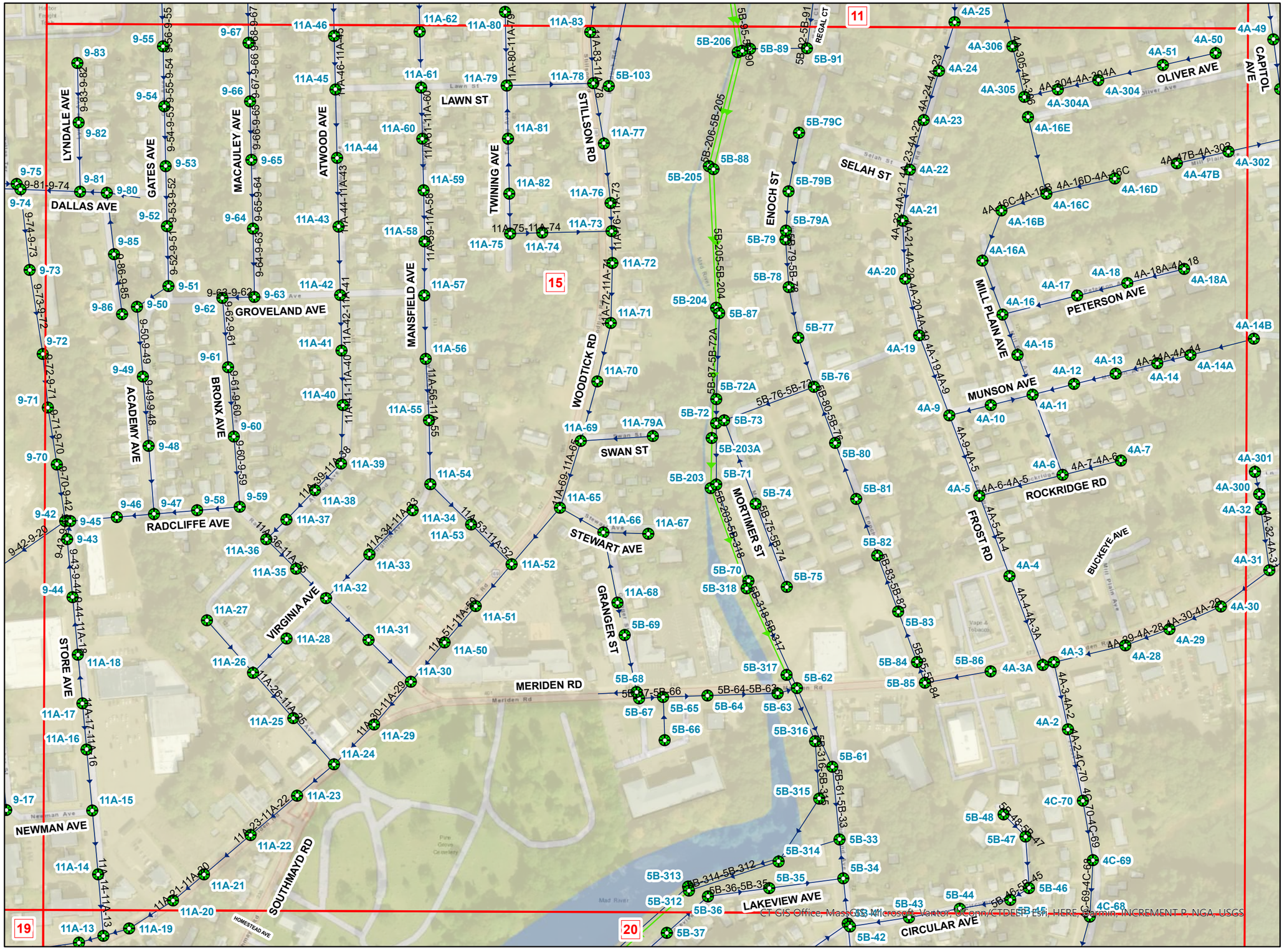
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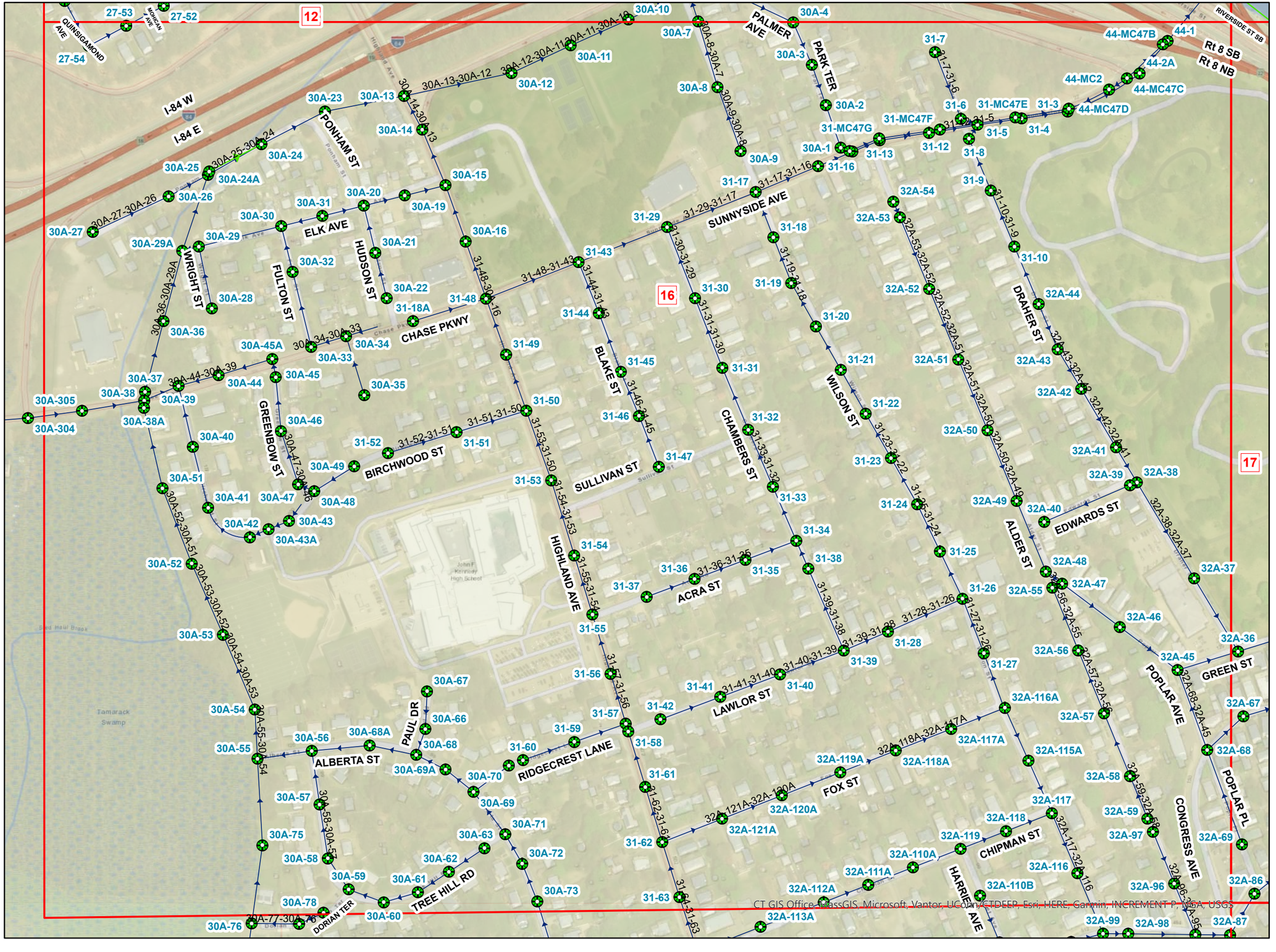
0 137.5 275 550 Feet

Map Number: 14

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections


11
15
19
20
LYNDALE AVE
GATES AVE
DALLAS AVE
MACAULEY AVE
ATWOOD AVE
LAWN ST
TWINING AVE
STILLSON RD
ENOCH ST
SELAH ST
OLIVER AVE
CAPITOL AVE
GROVELAND AVE
MANSFIELD AVE
BRONX AVE
ACADEMY AVE
WOODTICK RD
MILL PLAIN AVE
PETERSON AVE
MUNSON AVE
ROCKRIDGE RD
FROST RD
BUCKEYE AVE
STORE AVE
VIRGINIA AVE
RADCLIFFE AVE
SWAN ST
MORTIMER ST
STEWART AVE
GRANGER ST
MERIDEN RD
NEWMAN AVE
SOUTHMAYD RD
HOMESTEAD AVE
LAKEVIEW AVE
CIRCULAR AVE
Legend
Manhole & Manhole ID
Pipe
Inspection Needed
Waterbury City Line
Map Page
N
0 137.5 275 550
Feet
Map Number: 15
Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT
Pipe Inspections
CT GIS Office, MassGIS, Microsoft, Vantor, DEEP, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

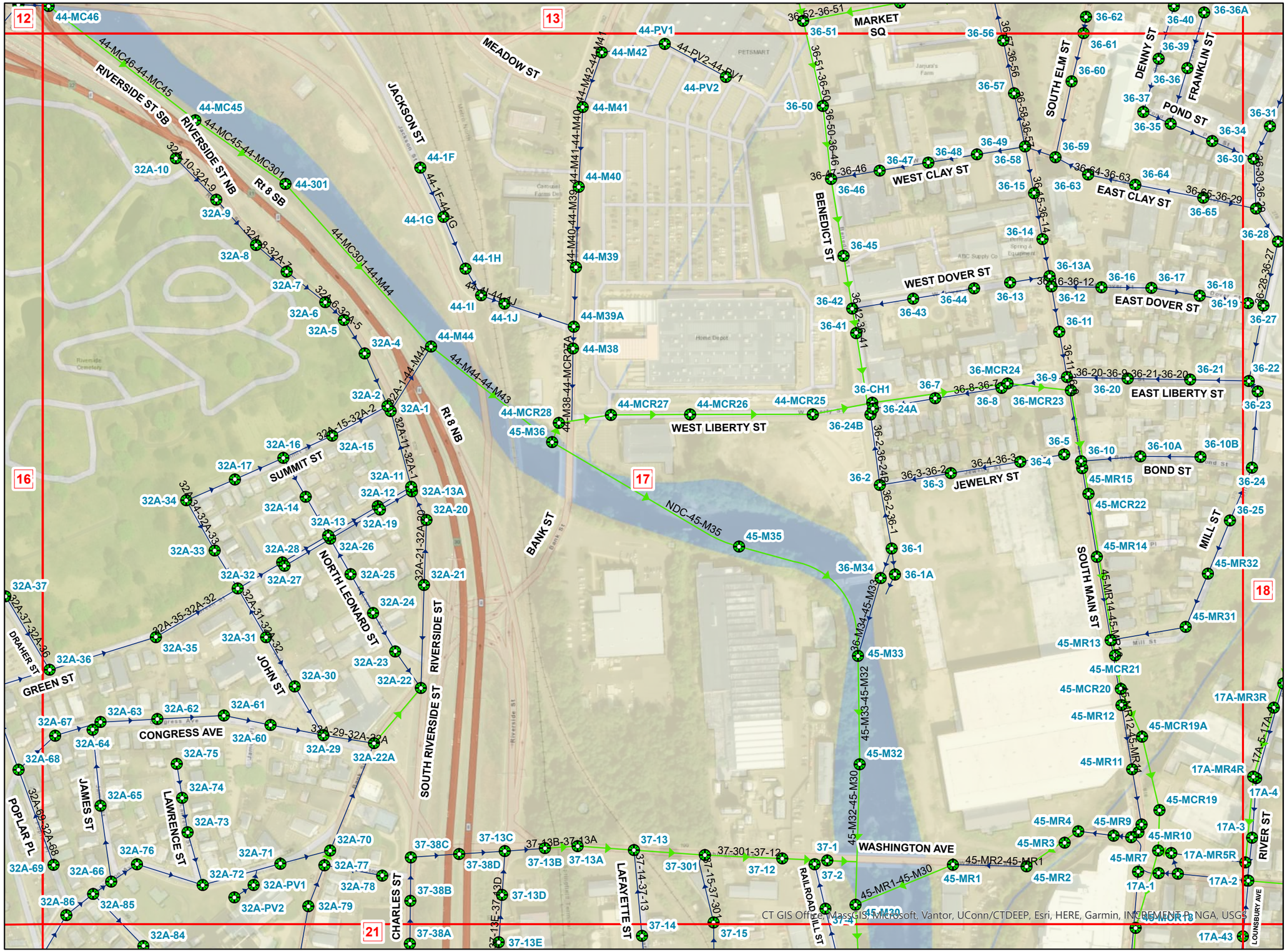
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0 137.5 275 550 Feet

Map Number: 16

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



CT GIS Office, MassGIS, Microsoft, Vantor, UConn/CTDEEP, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

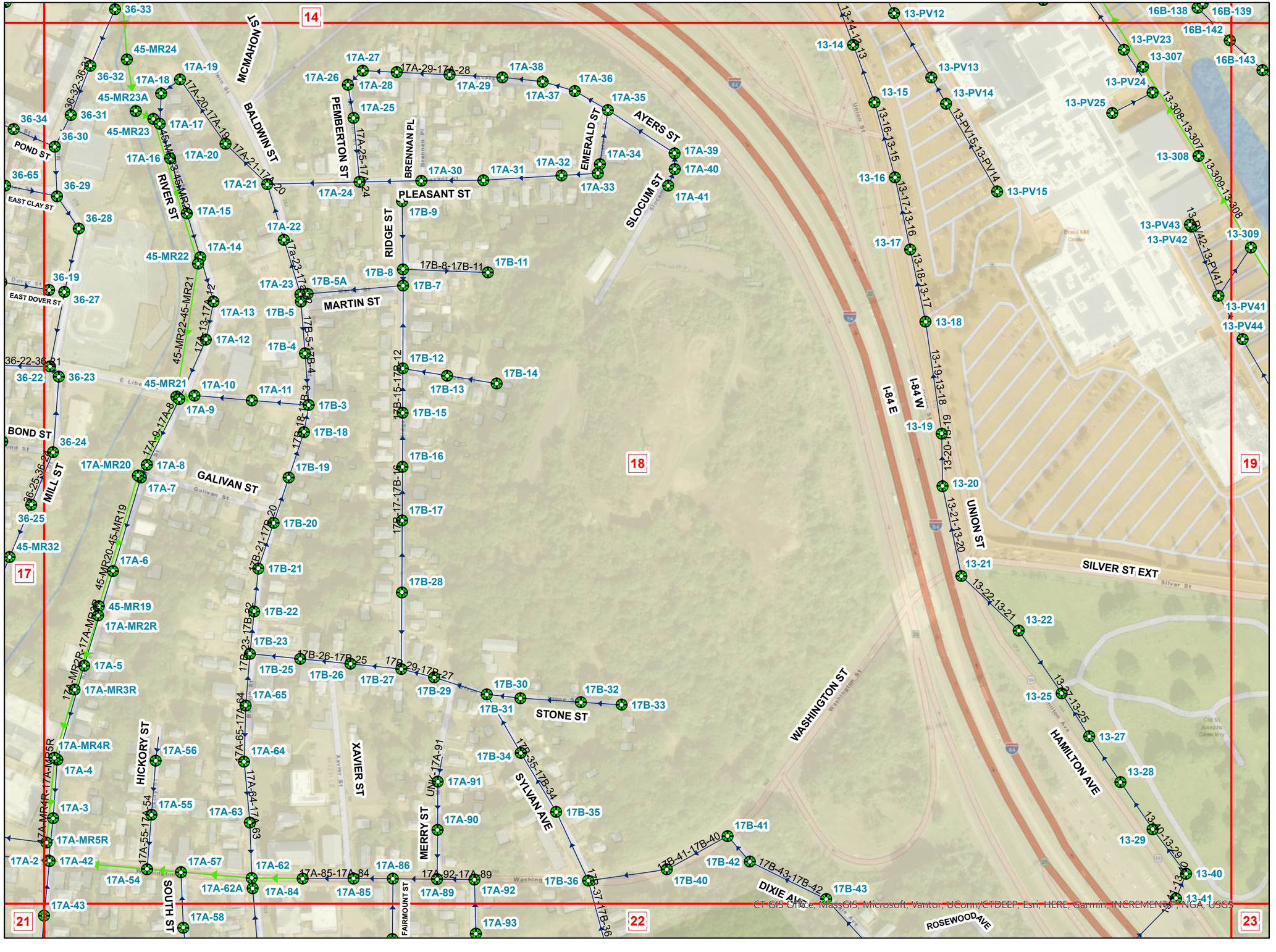
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0 137.5 275 550 Feet

Map Number: 17

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

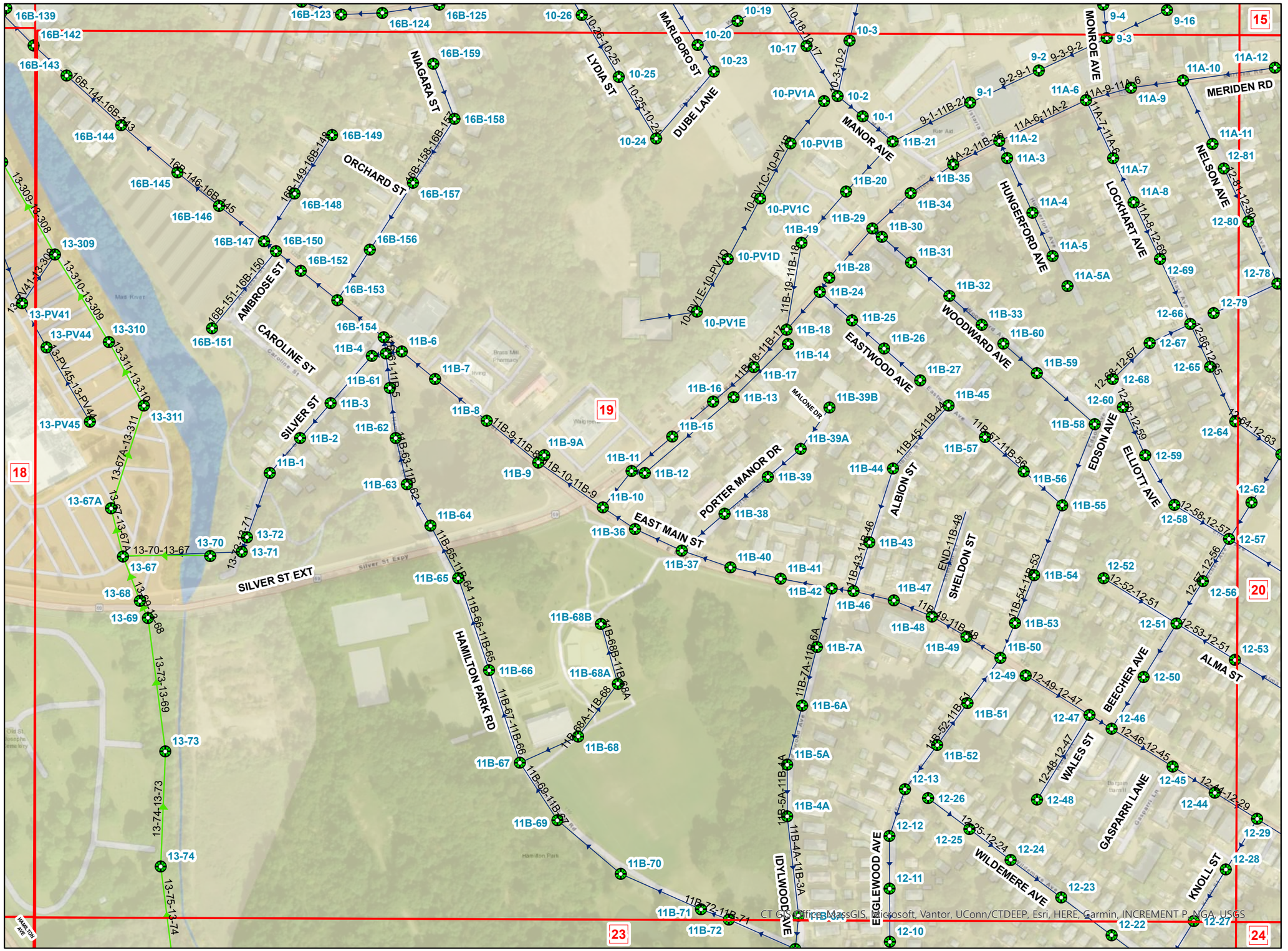
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0 137.5 275 550 Feet

Map Number: 18

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



Legend

- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

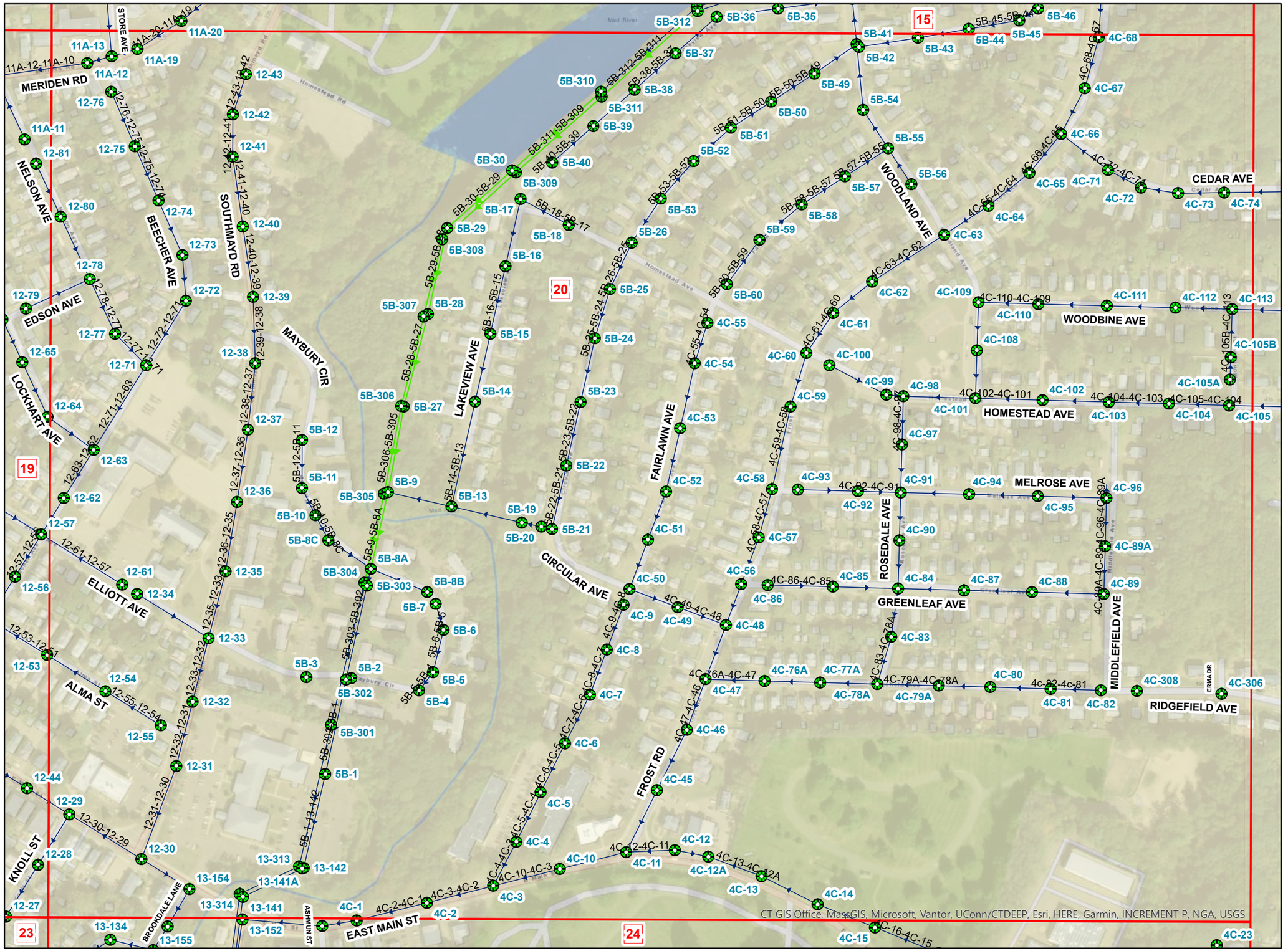
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Map Number: 19

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

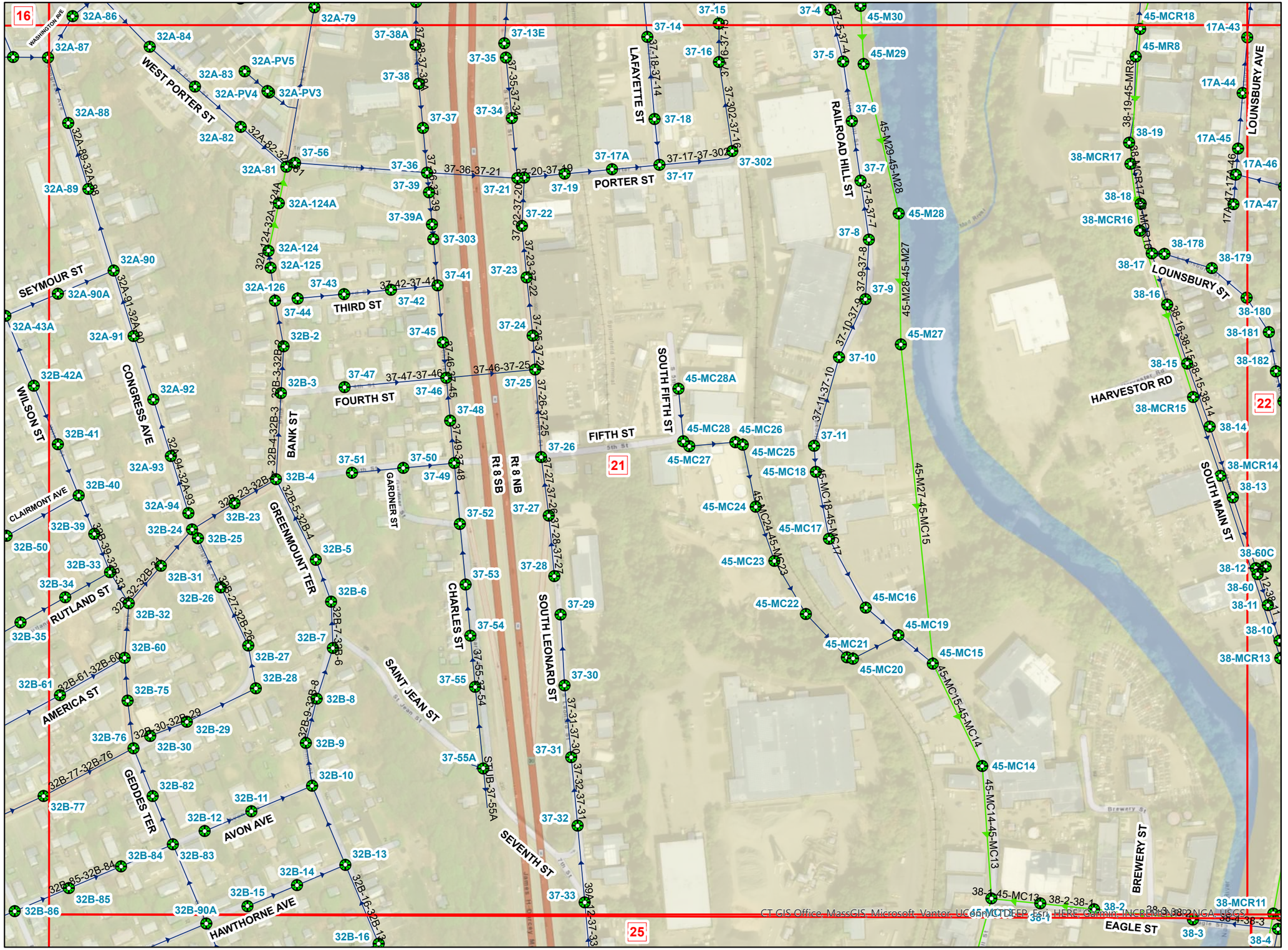
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Map Number: 20

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

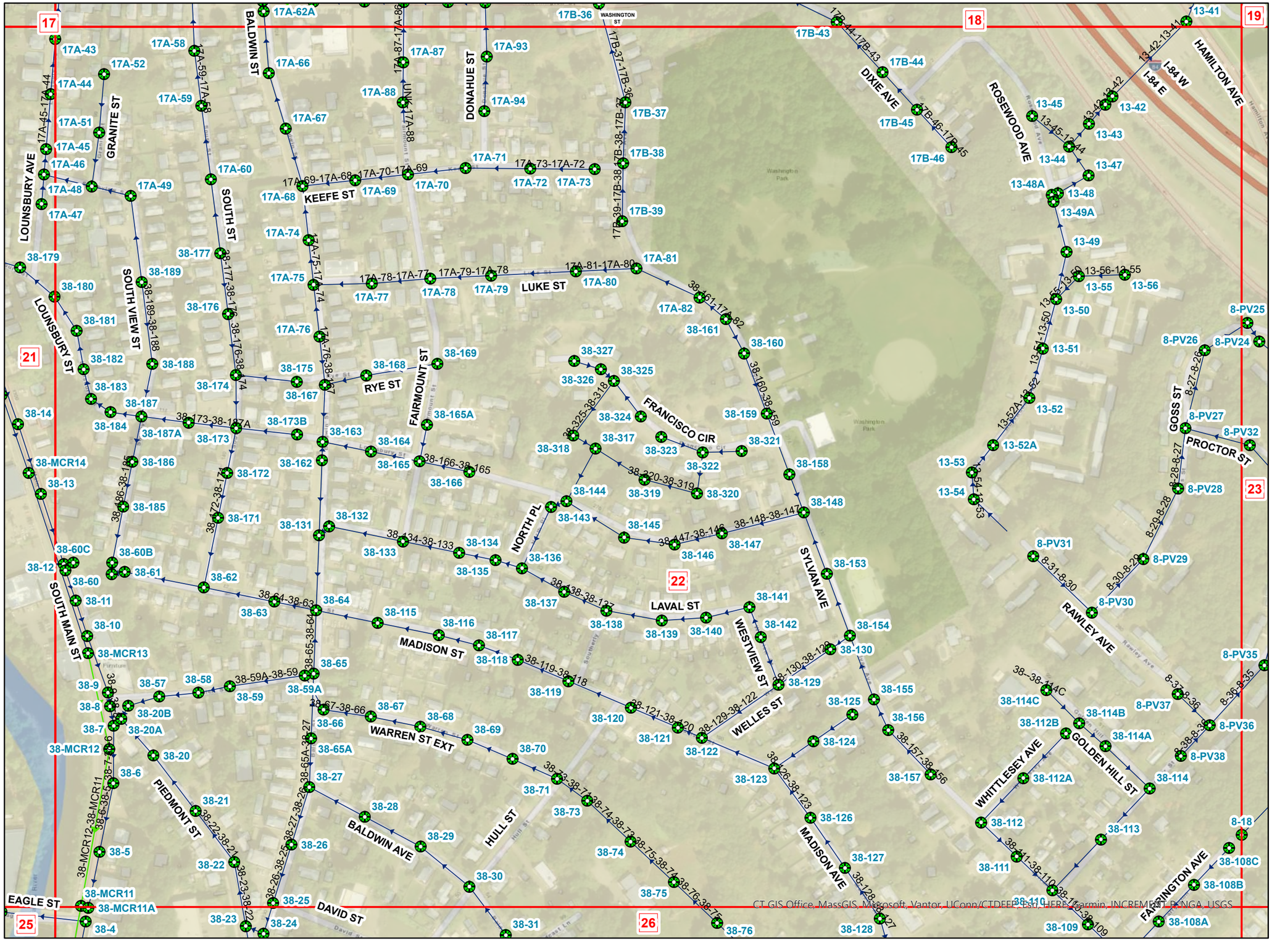
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Map Number: 21

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Inspection Needed
- Waterbury City Line
- Map Page

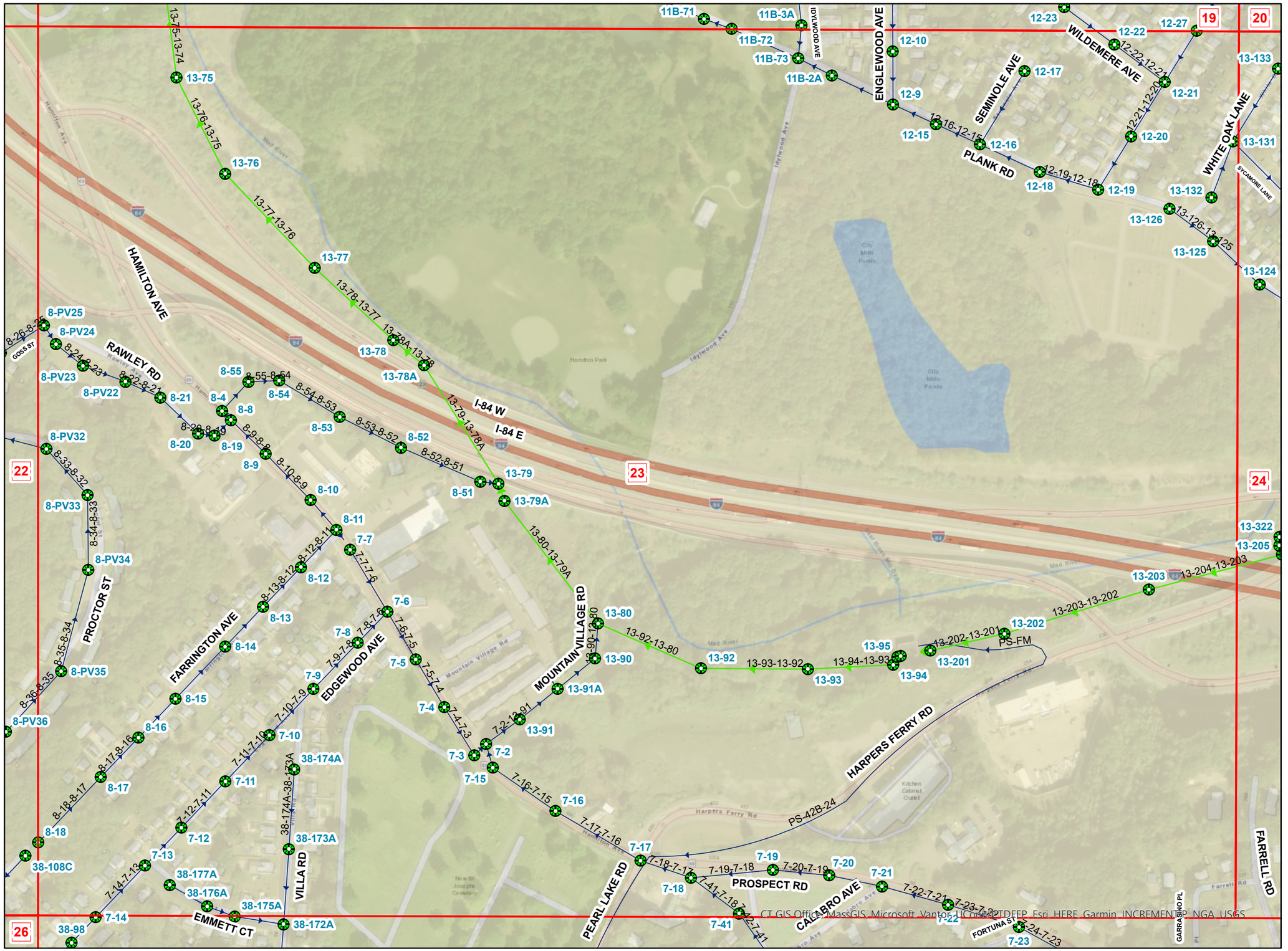
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Map Number: 22

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

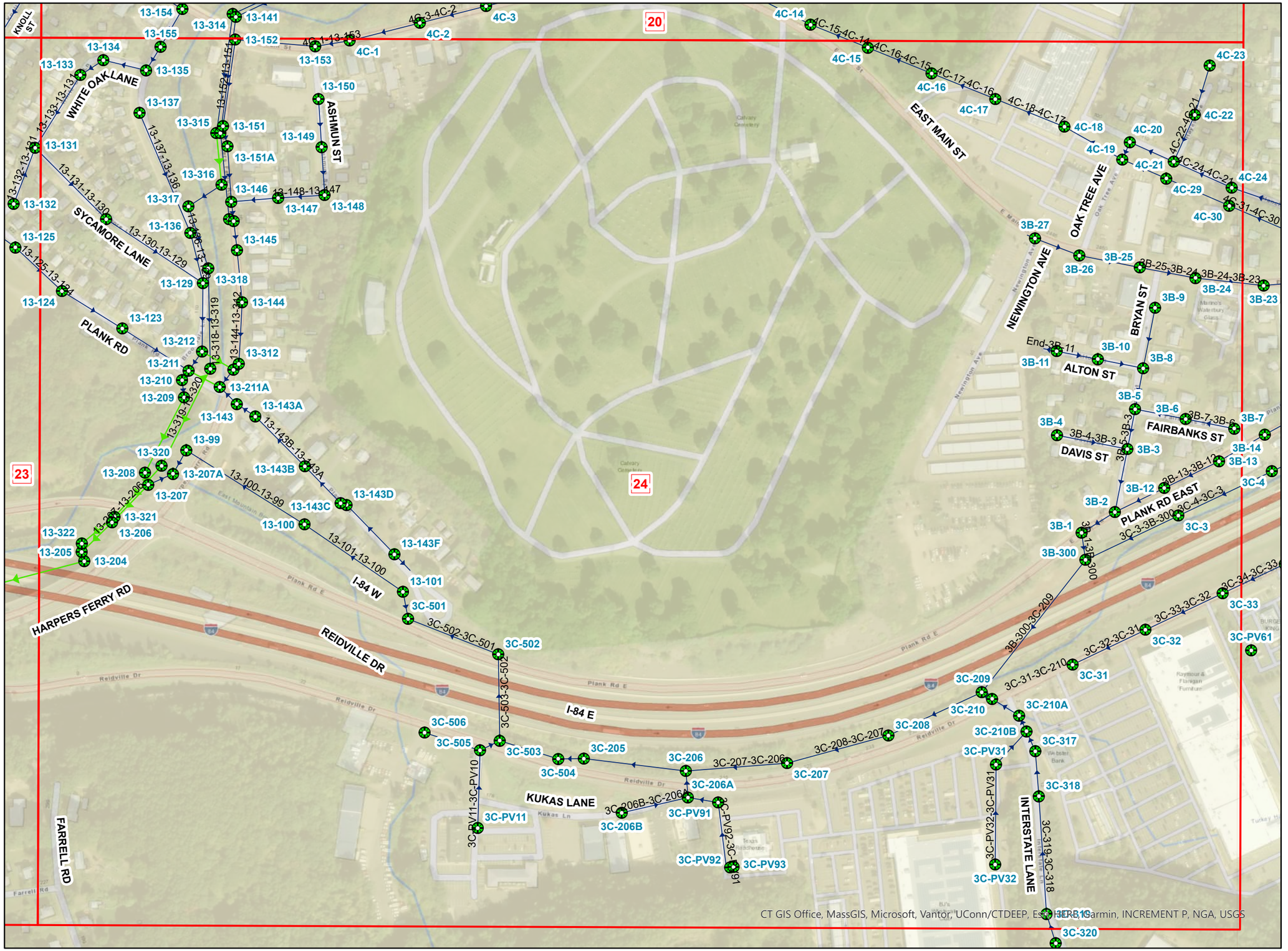
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Map Number: 23

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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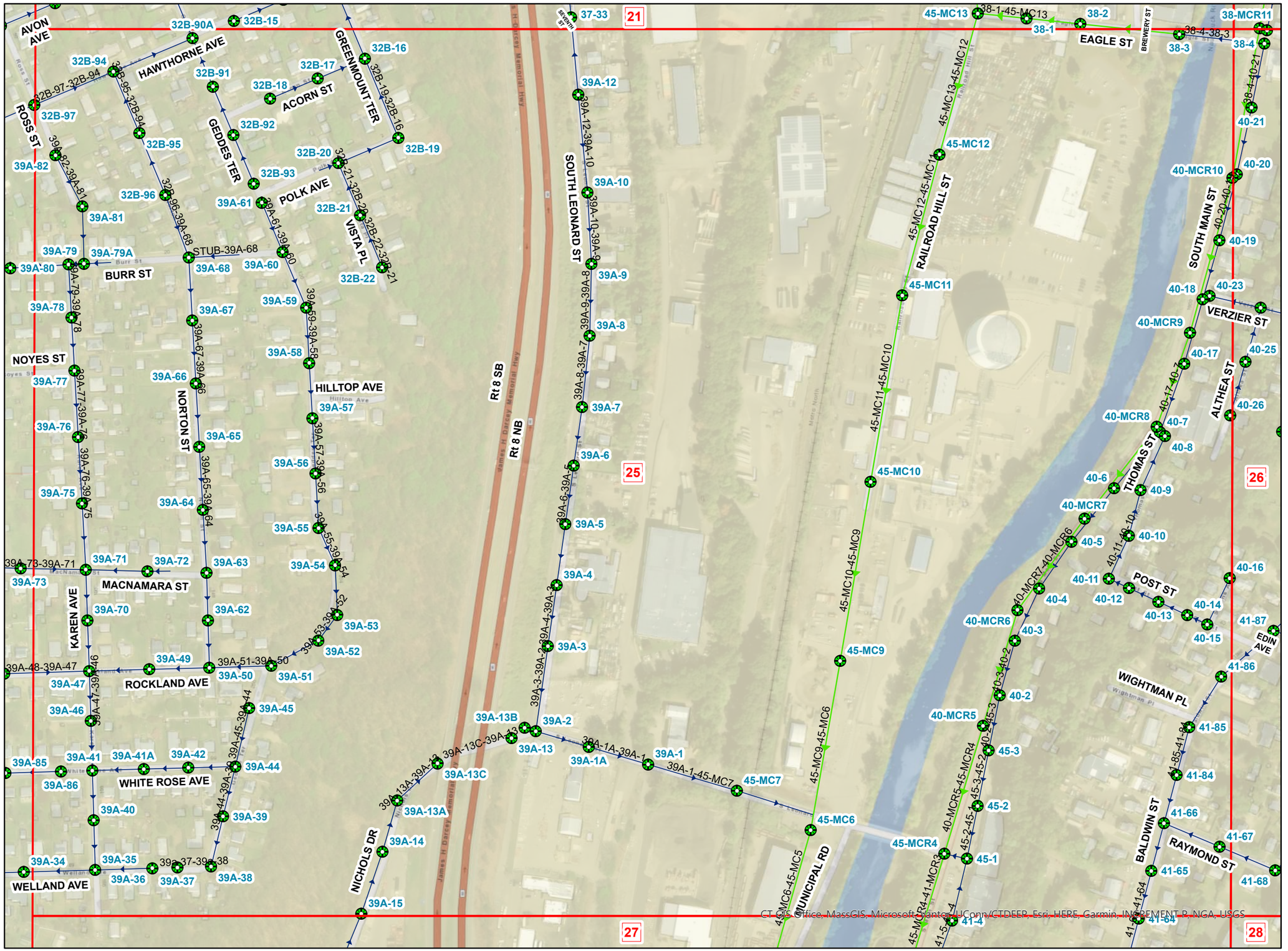
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- Inspection Needed
- Waterbury City Line
- Map Page

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Map Number: 24

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT
Pipe Inspections



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- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

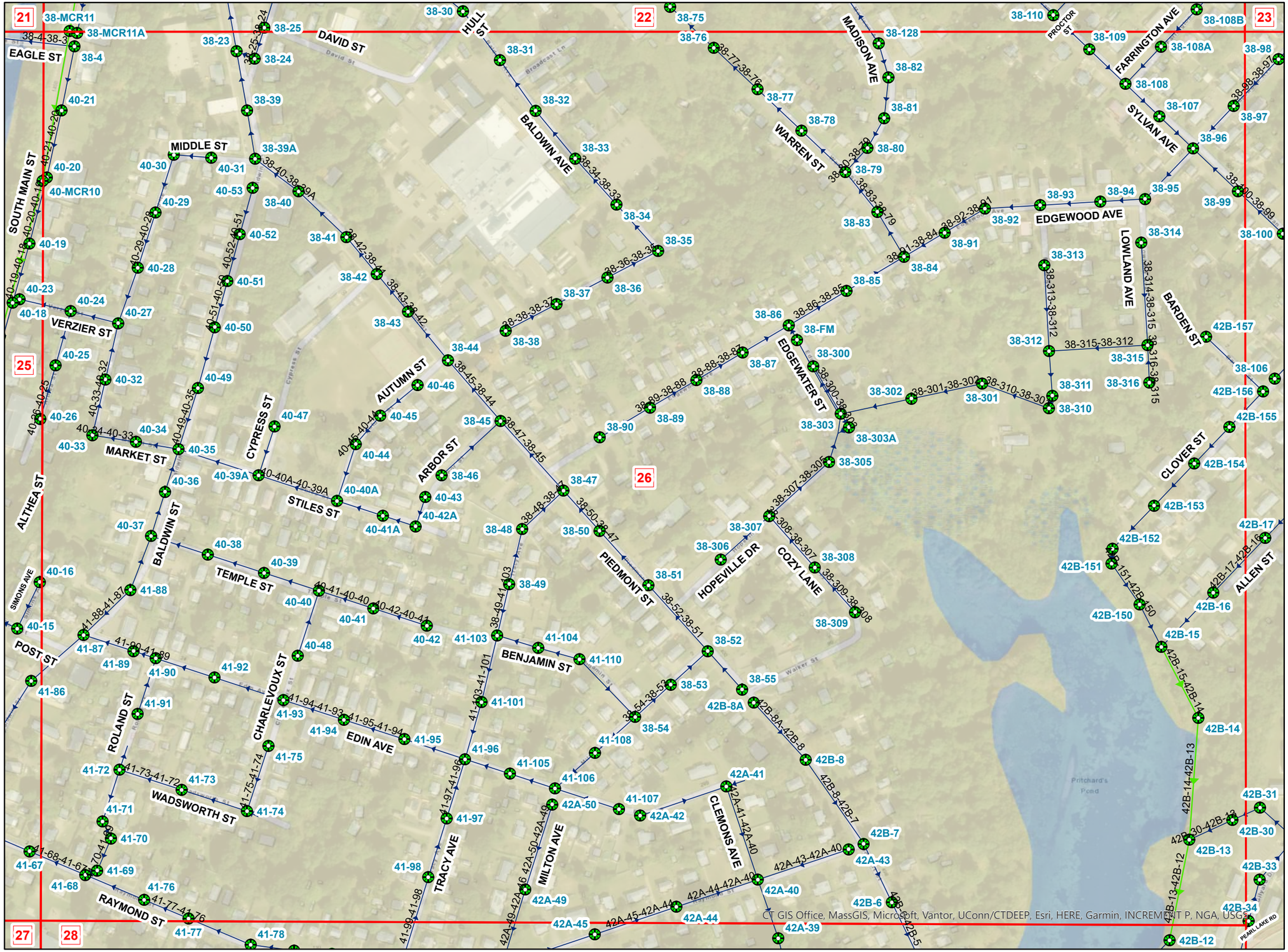
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Map Number: 25

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

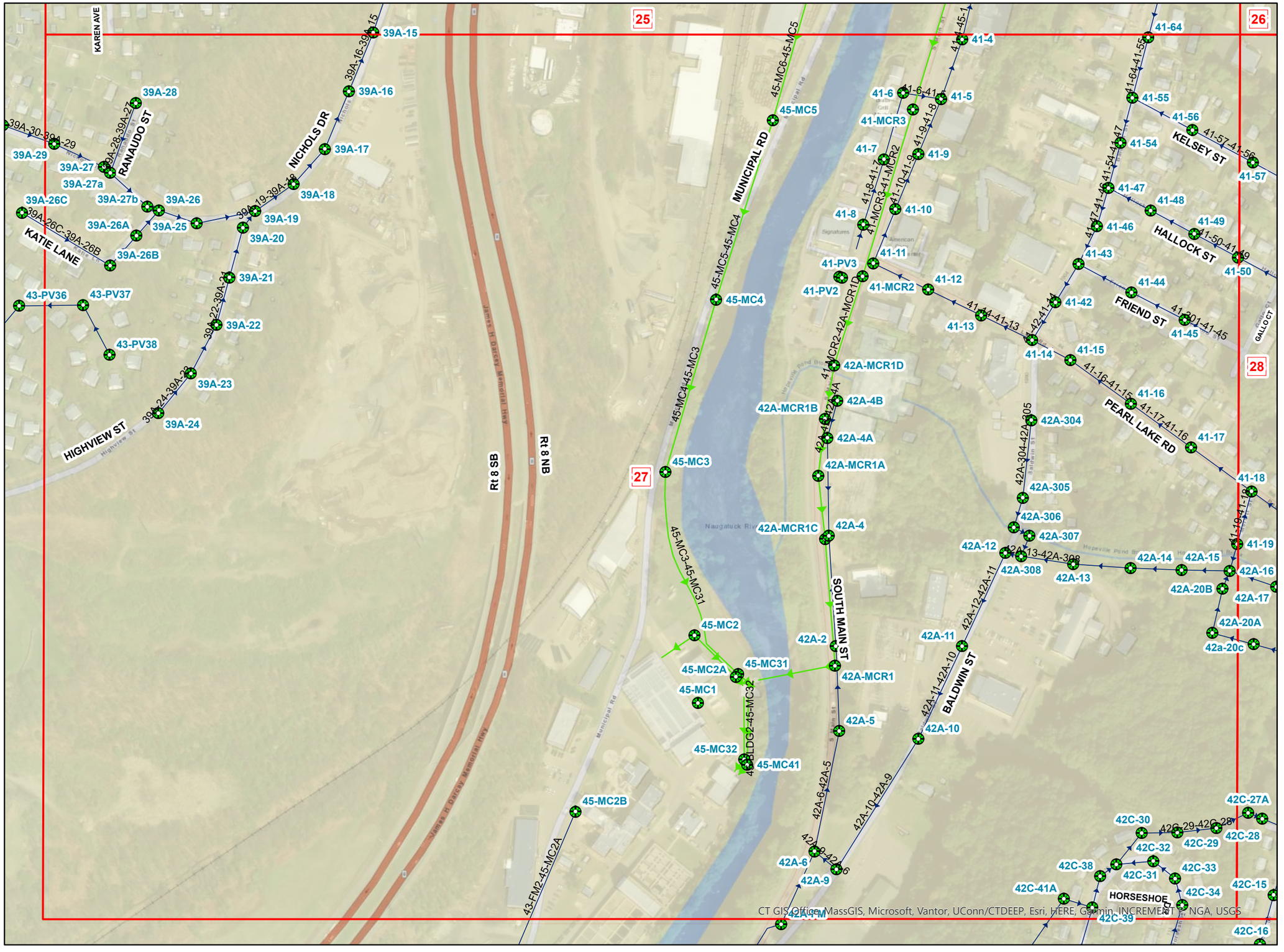
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Map Number: 26

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

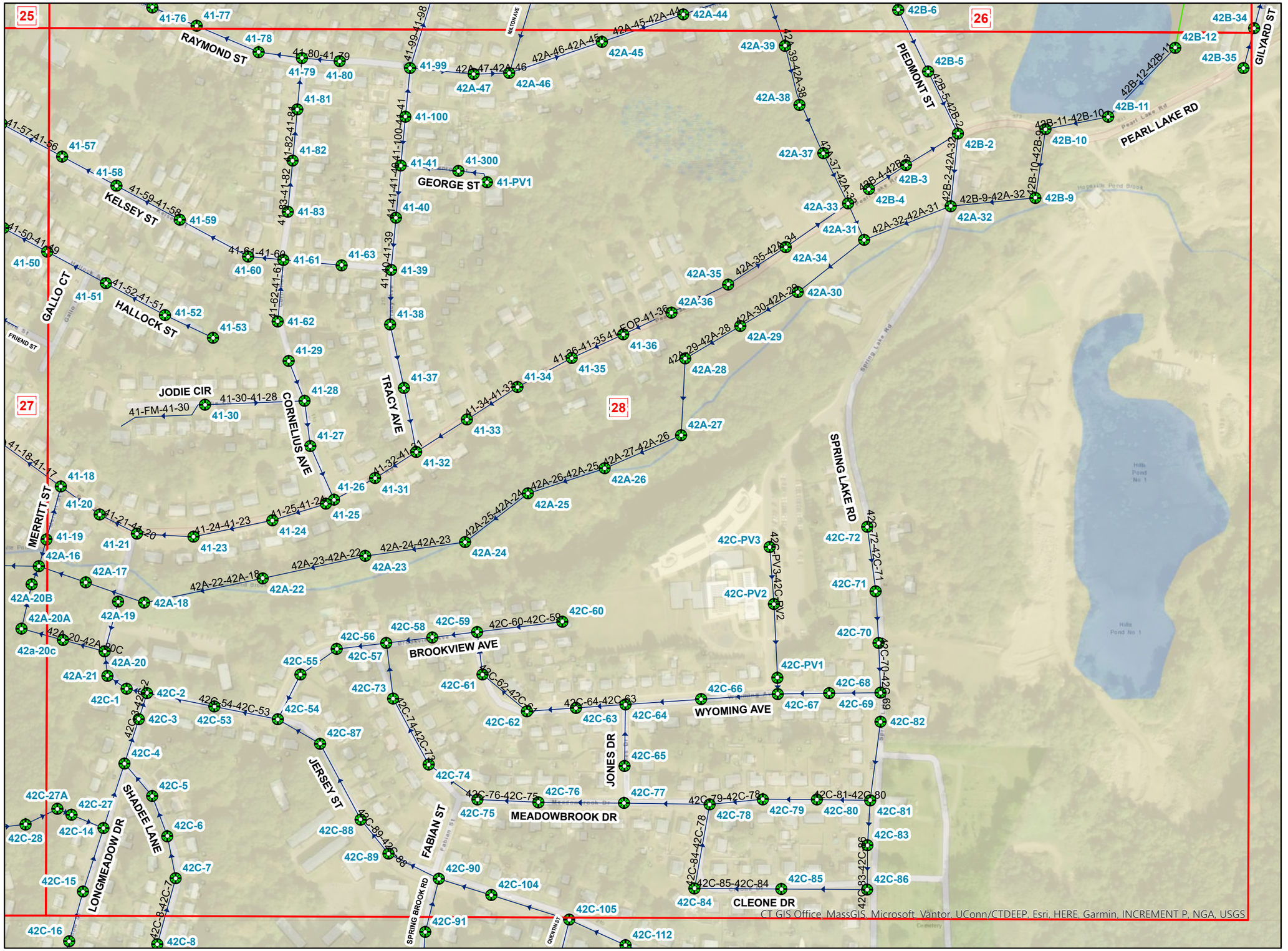
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Map Number: 27

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections



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- Manhole & Manhole ID
- Pipe
- Inspection Needed
- Waterbury City Line
- Map Page

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0 137.5 275 550 Feet

Map Number: 28

Date: 10/13/2026
Sanitary Sewer Collection System
Waterbury, CT

Pipe Inspections

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

1. PLANS AND SPECIFICATIONS AT THE SITE.....GC-1
2. CONSTRUCTION PROGRESS SCHEDULE GC-1
3. ESTIMATED QUANTITIES GC-2
4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT.....GC-2
5. PARTIAL PAYMENTS GC-2
6. INSPECTION AND TESTS.....GC-3
7. UTILITIES.....GC-3
8. SEDIMENTATION AND EROSION CONTROL.....GC-3
9. PROTECTION OF ENVIRONMENTAL RESOURCES GC-4
10. ENVIRONMENTAL PROTECTION PLAN GC-5
11. TEMPORARY UTILITIES.....GC-5
12. ABBREVIATIONS GC-5
13. SUBSURFACE EXPLORATION.....GC-7
14. CONTRACT AND CONTRACT DOCUMENTS GC-7
15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES GC-7
16. CONTRACTOR'S TITLE TO MATERIALS..... .GC-8
17. “OR EQUAL" CLAUSES GC-8
18. REPRESENTATIONS OF THE CONTRACTOR GC-8
19. PROTECTION OF WORK AND PROPERTY (EMERGENCY).....GC-8
20. WEATHER CONDITIONS.....GC-9
21. SUBLETTING.....GC-9
22. SUBSTITUTE BOND GC-9
23. RIGHT TO WITHHOLD PAYMENTS..... GC-10
24. PAYMENTS BY CONTRACTOR GC-10
25. NOTICE OF WARNING GC-10
26. PROGRESS MEETINGS. GC-10
27. REGULATIONS AND LAWS GC-10
28. RIGHT TO USE THE WORK GC-11
29. PROVISIONS REQUIRED BY LAW..... ..GC-11
30. WAIVER..... GC-11
31. USE OF PREMISES AND REMOVAL OF DEBRIS..... .GC-11
32. RIGHT-OF-WAY AND SUSPENSION OF WORK GC-11

INDEX TO GENERAL CONDITIONS

33. CONSTRUCTION EQUIPMENT AND MACHINERY GC-12
34. GENERAL WARRANTY PERIOD GC-12
35. PROCEDURE IN CONSTRUCTION GC-12
36. APPRENTICES GC-13
37. CONTROL OF WORK GC-13
38. CITY'S CONTROL NOT LIMITED..... GC-13
39. AUTHORITY AND DUTIES OF INSPECTORS GC-13
40. INSPECTION AND CORRECTION OF WORK GC-14
41. CONTRACTOR'S OBLIGATIONS GC-14
42. TOILET ACCOMMODATIONS AND DRINKING WATER..... GC-14
43. SAFETY AND HEALTH REGULATIONS GC-15
44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS..... GC-15
45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES GC-15
46. LISTING OF EMPLOYMENT OPENINGS GC-15
47. SERVICE OF PROCESS GC-15
48. CITY OF WATERBURY ORDINANCE CHAPTER 34 ..... GC-15
49. WAGE RATES GC-15
50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES..... GC-16
51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION. GC-16
52. WAGE UNDERPAYMENTS AND ADJUSTMENTS..... GC-16
53. CONFORMANCE OF WORK GC-16
54. DIMENSIONS AND SCHEDULES..... GC-17
55. PROTECTION FROM STORM GC-17
56. PROTECTION OF WORK AND MATERIALS GC-17
57. FURTHER SAFEGUARDS..... GC-17
58. FIRST AID TO INJURED..... GC-17
59. CONFORMANCE WITH DIRECTIONS GC-17
60. COMPETENT HELP TO BE EMPLOYED GC-17
61. STREETS AND SIDEWALKS TO BE KEPT OPEN..... GC-18
62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY ... GC-18
63. WORK OUTSIDE REGULAR HOURS..... GC-18

64. BUS LINE INTERFERENCE GC-19
65. COLD WEATHER WORK GC-19
66. BLASTING AND EXPLOSIVES GC-19
67. TUNNELING GC-19
68. RESERVED MATERIALS/EXCAVATED MATERIALS GC-19
69. OBSTRUCTIONS AND CROSSOVERS GC-20
70. DIRECTIONAL SIGNS AND LIGHTS GC-20
71. MAINTENANCE OF WORKPLACE GC-20
72. OPERATIONS AT SEVERAL POINTS GC-20
73. INTERFERENCE WITH EXISTING STRUCTURES GC-20
74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS GC-21
75. MATERIALS GC-21
76. DEFECTIVE MATERIALS GC-21
77. INSPECTION AND TESTING OF FURNISHED MATERIALS. GC-21
78. SAMPLES AND ORDERING LISTS GC-21
79. SANITARY CONVENIENCES GC-21
80. FINISHING AND CLEANING UP GC-22
81. RIGHTS OF ACCESS GC-22
82. WORK BY OTHERS GC-22
83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY GC-22
84. LOADING GC-23
85. COMPLETION OF WORK GC-23
86. DUST AND SPILLAGE CONTROL GC-24
87. CARE OF THE WORK GC-24
88. EMERGENCY WORK GC-24
89. FIRE PREVENTION AND PROTECTION GC-24
90. PLANIMETER GC-24
91. SUPERINTENDENCE GC-24
92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS GC-25
93. DAILY REPORTS GC-25
94. MATERIAL AND WORKMANSHIP GC-25
95. TEMPORARY WATER SUPPLY GC-25

96. FITTING AND COORDINATION OF WORK GC-25
97. ARCHAEOLOGICAL FINDS GC-26
98. EXCAVATIONS NEAR UNDERGROUND UTILITIES GC-26
99. WATER QUALITY OF WELLS. GC-26
100. WORK IN STATE HIGHWAYS GC-26
101. EXISTING INSPECTION REPORTS GC-27
102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS GC-27
103. CLEANING FINISHED WORK GC-27
104. THIS SECTION INTENTIONALLY OMITTED GC-27
105. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS GC-27
106. SEMI-FINAL INSPECTION/SUBSTANTIAL COMPLETION GC-28
107. FINAL INSPECTION GC-28
108. SEMI-FINAL PAYMENT APPLICATION GC-28
109. FINAL COMPLETION/FINAL ACCEPTANCE OF PROJECT GC-28
110. FINAL PAYMENT APPLICATION GC-28
111. ACCEPTANCE OF FINAL PAYMENT GC-29

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of the Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, the costs associated with all work under the General Conditions shall be included in Contractor's Total Price Proposal. As used herein, "Bid" shall mean "Proposal."

There are three (3) affected companies which occupy the property and perform work at the property of the Water Pollution Control Facility where this construction contract will take place. They are:

- Jacobs Engineering Group, the operator of the Water Pollution Control Facility ("Jacobs")
- Synagro Northeast, LLC, the operator of the sludge sewage incinerator ("Synagro")
- HyAxiom Inc., the operator of the on-site fuel cell ("HyAxiom")

The Contractor shall coordinate all work activities with the parties mentioned above and keep the Project Engineer apprised of this coordination. The Contractor shall maintain access to all parts of the facilities for the above companies throughout the duration of the construction contract.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) calendar days after the issuance of a written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions.

2.02 The Construction Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall state the methods for doing each portion of the work. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.03 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.04 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished on the Bid Form are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) calendar days week after the issuance of a written Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City, on forms provided by the City, a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms provided by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum bid item. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor’s periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum bid item shall break the bid price down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of five percent (5 %) of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 **Not used.**

6.03 If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within one (1) week after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, topsoil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) calendar days after the issuance of a written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Traffic control plan when necessary.

H. Methods of protecting surface and ground water during construction activities.

I. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents, a) the Contractor shall be responsible for determining and supplying at no cost to the City the temporary utilities that will be needed to complete the work, and b) the necessary temporary utilities shall be installed at the start of the Project. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project and removed prior to final completion of the Project, with the site being left in the same condition as it was at the start of the Project, all unless otherwise authorized in writing by the City.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each below:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread

SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel and Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure
"Federal Specification"	A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, the boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 The City shall interpret its own requirements. In case of any conflict or inconsistency between the provisions of this signed portion of the Contract and those of the Specifications, the provisions of the signed portion of the Contract shall govern.

14.02 The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer three (3) copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of four (4) weeks for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an “equal.” Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter. Any claim for compensation for this work by the Contractor due to such extra work shall be promptly submitted to the City for approval of payment.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 All work shall be temporarily suspended when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without prior written permission from the City. The Contractor must keep the Contract in his name and control until all work is completed and accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract and the General Conditions and other contract documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five (5) business days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered.
2. For all material, tools and other expendable equipment to the extent of ninety-five per cent (95 %) of the cost thereof, not later than the 20th day of the calendar month following that in which the materials, tools and equipment are delivered at the site of the project.
3. For all material, tools and other expendable equipment the balance of the cost in (2) above not later than the 30th calendar day of the month following the completion of that part of the work in or on which such material, tools and other expendable equipment are incorporated.
4. To each of the subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held every two (2) weeks at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project’s progress as well as other matters.

ARTICLE 27. REGULATIONS AND LAWS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations, laws, or permits in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws, regulations and permits. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

30.02 No modification of this Contract or waiver of any of its items or provisions, except as herein provided, shall be made by, or on behalf of, the City, excepting by a resolution duly adopted by said City and spread upon its minutes.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.
7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay. Neither shall the Contractor be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work shall be extended to such time as the City determines will provide compensation for the time lost by such delay. Such determination to be set forth in writing.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. GENERAL WARRANTY PERIOD

34.01 If, within the one year Warranty Period as set forth in Section 7 of the Contract, any portion of the work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) business days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) business days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.02 The Payment and Performance Bonds shall remain in full force and effect through the one year Warranty Period.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined the Project Engineer, in consultation with the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the Project Engineer, in consultation with the City.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have an English-speaking superintendent present at the site. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or determination of the City shall control, and in which work shall be performed to the City’s satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Specifications. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Specifications. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for as Extra Work.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize. him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in a format acceptable to the City, of the construction drawings and specifications to the Contractor without charge. Additional sets will be furnished upon request at the cost as determined by the City. Such drawings and specifications are not to be used in other work. Any sets in usable condition shall be returned to the City upon request, at the completion or cessation of the work or the termination of the Contract.

ARTICLE 45. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 46. LISTING OF EMPLOYMENT OPENINGS

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City’s GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of other funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 NOT USED.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 46). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage Rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by Sections 31-53 and 3254 of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government or the State of Connecticut shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City’s requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 The Contractor shall be responsible for maintaining the project roads from the time of contract signing until final project acceptance by the City. This responsibility will include snow and ice removal, road sanding and mechanical sweeping, and roadway patching with materials approved by the Project Engineer.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located in the Waterbury City Hall, Telephone (203) 597- 3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the Project Engineer may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at ALL blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they do not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or. to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be made for this work.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor‘s Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City's or Project Engineer's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours' notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. Contractors employed by the City include Jacobs, operator of the Water Pollution Control Facility; Synagro, operator of the sewage sludge incinerator; and HyAxiom, operator of the on-site fuel cell. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall not interfere with, nor obstruct in any way, the work of Jacobs, operator of the Water Pollution Control Facility; Synagro, operator of the sewage sludge incinerator; or HyAxiom, operator of the on-site fuel cell. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. All excavations and backfilling operations performed by this Contractor shall be coordinated with parties mentioned above.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City's easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. This includes the responsibility for cooperating with, and for coordinating the prosecution of, the work of this Contract with Jacobs, operator of the Water Pollution Control Facility; Synagro, operator of the sewage sludge incinerator; and HyAxiom, operator of the on-site fuel cell. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such pre-cautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abut-ting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance, whether or not the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capacity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 4:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every subcontractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHAEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City
(2) Project Engineer or Inspector

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In compliance with Public Act No. 77-350, "An Act Concerning Excavations Near Underground Utility Facilities," of the State of Connecticut, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Connecticut Underground Utilities Protection Authority (CUUPA) "CALL BEFORE YOU DIG" (Toll Free 1-800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The CUUPA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact CUUPA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (CONNDOT) and/or as required by CONNDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 In addition to other requirements specified herein, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment. All testing of materials furnished under these Specifications shall be provided by the Contractor at no additional expense to the City.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 105. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

105.01 If this Contract is Federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 106. SEMI-FINAL INSPECTION/SUBSTANTIAL COMPLETION

106.01 Upon completion of all the work as required by the plans and specification, the Contractor shall submit an Affidavit of Substantial Completion and shall request a semi-final inspection of the work by the Project Engineer. Based on the semi-final inspection, the Project Engineer will provide the Contractor with a list of items of work which have not been completed by the Contractor in accordance with the plans and specifications ("punchlist"). The Contractor shall complete all work and/or correct all deficiencies identified during the semi-final inspection.

ARTICLE 107. FINAL INSPECTION

107.01 Upon completion of the steps identified in Article 106 above, the Contractor shall submit to the Project Engineer documentation showing that all punchlist items have been completed and all deficiencies identified during the semi-final inspection have been corrected and shall request a final inspection of the work.

ARTICLE 108. SEMI-FINAL PAYMENT APPLICATION

108.01 Upon satisfactory completion of the final inspection, the Contractor shall prepare a SEMI-FINAL PAYMENT APPLICATION showing the final estimate of quantities, as confirmed by the Project Engineer. Should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the SEMI-FINAL PAYMENT APPLICATION by adding or deducting said amounts from the gross sum bid. In addition, if use of the Owner Controlled Contingency Allowance is required for this SEMI-FINAL PAYMENT APPLICATION, it shall be processed prior to execution of the SEMI-FINAL PAYMENT APPLICATION. All certificates of payments and estimates, upon which progress payments may have been made being merely estimates, shall be subject to correction in the SEMI-FINAL PAYMENT APPLICATION.

108.02 The SEMI-FINAL PAYMENT APPLICATION shall be signed by the Contractor and by the Project Engineer.

ARTICLE 109. FINAL COMPLETION/FINAL ACCEPTANCE OF PROJECT

109.01 FINAL COMPLETION of the Project shall occur when:

All Project work has been completed to the satisfaction of the City and the following have been submitted to the satisfaction of the Project Engineer and the City:

i. All documentation and supporting information required by the Contract Documents; including but not limited to: Final Waiver of Lien from each Subcontractor, supplier and the Contractor.

ii. All reports, forms, or certifications (including material certifications) required on any State or Federal funded Projects;

iii. Warranties, guarantees, final operation and maintenance manuals, and documentation to the effect that training and start-up support required by the Contract have been completed;

iv. As-built documents if required for the Project.

109.02 Upon satisfactory completion of the steps provided in 109.01 above, FINAL ACCEPTANCE of the Project by the City shall be evidenced by issuance of a written CERTIFICATE OF FINAL COMPLETION including a statement therein establishing the date of Final Completion.

ARTICLE 110. FINAL PAYMENT APPLICATION

110.01 The FINAL PAYMENT APPLICATION shall state the final Contract amount, any liquidated damage amounts, all City payments to Contractor, retainage to be released to Contractor, and final amount of any holdback(s) by the City, plus any other credits owed by Contractor to the City, including any credits for any unused allowances.

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

ARTICLE 111. ACCEPTANCE OF FINAL PAYMENT

111.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of FINAL PAYMENT shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the Work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than seven (7) calendar days after depositing or cashing such FINAL PAYMENT. Such statement shall specify the items claimed. Should the Contractor refuse to accept the FINAL PAYMENT as tendered, it shall constitute a waiver of any right of interest thereon.

END OF SECTION

INDEX TO SPECIAL CONDITIONS

ARTICLE	PAGE
ARTICLE 1. SPECIAL NOTE	SC-3
ARTICLE 2. PERMITS	SC-3
ARTICLE 3. ADDENDUM TO GENERAL CONDITIONS 11 and 95	SC-4
ARTICLE 4. ADDENDUM TO GENERAL CONDITION 31	SC-4
ARTICLE 5. WINTER EROSION CONTROL MEASURES	SC-4
ARTICLE 6. ADJUSTMENT OF EXISTING UTILITIES	SC-4
ARTICLE 7. MOBILIZATION AND DEMOBILIZATION	SC-4
ARTICLE 8. CONSTRUCTION STAKE OUT	SC-4
ARTICLE 9. AS-BUILT IMPROVEMENT DRAWINGS	SC-5
ARTICLE 10. DEWATERING AND WATER CONTROL	SC-5
ARTICLE 11. SITE RESTORATION	SC-5
ARTICLE 12. CITY NOTIFICATION – BACKFILLING	SC-5
ARTICLE 13. PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-6
ARTICLE 14. INTENT OF DRAWINGS	SC-6
ARTICLE 15. ACCESS TO PROPERTY	SC-6
ARTICLE 16. ADDENDUM TO GENERAL CONDITION 2	SC-6
ARTICLE 17. ADDENDUM TO GENERAL CONDITION 10	SC-6
ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 92	SC-7

ARTICLE 19. OWNER CONTROLLED CONTINGENCY ALLOWANCE SC-7

ARTICLE 20. CHANGES TO THE WORK SC-7

ARTICLE 21. ADDENDUM TO GENERAL CONDITION ARTICLE 2 SC-14

ARTICLE 22. PHOTOGRAPHIC AND VIDEO DOCUMENTATION SC-15

ARTICLE 23. LAYDOWN AREAS SC-16

ARTICLE 24. ADDENDUM TO GENERAL CONDITION ARTICLE 36 SC-17

ARTICLE 25. ADDENDUM TO GENERAL CONDITION ARTICLE 45 SC-17

ARTICLE 26. ADDENDUM TO GENERAL CONDITION ARTICLE 64 SC-17

ARTICLE 27. ADDENDUM TO GENERAL CONDITION ARTICLE 66 SC-17

ARTICLE 28. ADDENDUM TO GENERAL CONDITION ARTICLE 67 SC-17

ARTICLE 29. ADDENDUM TO GENERAL CONDITION ARTICLE 90 SC-17

ARTICLE 30. ADDENDUM TO GENERAL CONDITION ARTICLE 99 SC-17

ARTICLE 31. ADDENDUM TO GENERAL CONDITION ARTICLE 100 SC-18

ARTICLE 32. TRAFFIC CONTROL ALLOWANCE SC-18

ARTICLE 33. BYPASS FLOW ALLOWANCE SC-19

SPECIAL CONDITIONS

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. These Special Conditions amend or supplement the General Conditions and other provisions of the Proposal Documents and shall be subject to all requirements of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract, including General Conditions, apply to these Special Conditions. Where items of the Proposal Documents or General Conditions are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Proposal Documents or General Conditions shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, the costs associated with all work under the Special Conditions shall be included in Contractor's Total Price Proposal.

The Contractor shall coordinate all work activities with the Jacobs Project Engineer. The Contractor shall maintain access to all public right aways throughout the duration of the construction contract.

For access to private property the Contractor shall notify the City and Project Engineer of specific date, and approximate length of time needed to perform work activity. Coordination of access shall be performed by the City and the Project Engineer. No attempt shall be made by the Contractor to access or make contact with the property owner without consent from the City and/or the Project Engineer. Access will be limited to site reconnaissance, inspection/cleaning vehicles, temporary placement of cones and signage, short-term use of the sewer cleanout or manhole, or other necessary work activities required by the Contract Documents. Contractor will implement dust control (if applicable), noise mitigation, and traffic/pedestrian control. Any disturbed surfaces will be restored to equal or better condition within ten (10) days following completion of the Work. Work areas will be secured and signed for public safety.

ARTICLE 2. PERMITS

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.

ARTICLE 3. ADDENDUM TO GENERAL CONDITIONS 11 and 95

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to complete the work. Unless otherwise provided for in the Proposal Documents, all necessary temporary utilities shall be installed at the start of the Project at a location acceptable to the Project Engineer.

ARTICLE 4. ADDENDUM TO GENERAL CONDITION 31

Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

In addition, the Contractor shall dispose of sewer cleaning debris at the City's Wastewater Treatment Plant ("WWTP") following the guidelines outlined in Appendix B Septage Receiving Program Information Package. Debris disposal costs shall be the responsibility of the City. The Successful Proposer shall be responsible for the transportation of the debris to the disposal facility. The Successful Proposer shall segregate all solid waste including roots, grease, rags, sand, rocks, etc. from liquid collected during cleaning. These materials shall be transported directly to WWTP. The wastewater collected during cleaning shall be disposed of in a sanitary sewer manhole (designated by the City).

ARTICLE 5. WINTER EROSION CONTROL MEASURES (NOT USED)

ARTICLE 6. ADJUSTMENT OF EXISTING UTILITIES (NOT USED)

ARTICLE 7. MOBILIZATION AND DEMOBILIZATION

The costs of Mobilization and Demobilization for the project shall be included in the within Contractor's Total Price Proposal. No separate payment shall be made for Mobilization or Demobilization.

ARTICLE 8. CONSTRUCTION STAKE OUT

The Contractor will be responsible for the actual construction stakeout and for locating utility and other easements to which the properties are subject. There shall be no extra compensation for Construction Survey. The work shall be included within Contractor's Total Price Proposal.

ARTICLE 9. AS-BUILT IMPROVEMENT DRAWINGS

Prior to Final Completion of the Work, the contractor shall provide As-Built Improvement Drawings of all above ground and below ground improvements within the Limit of work. Said drawings shall be signed and sealed by a State of Connecticut Licensed Engineer. The contractor shall provide one mylar copy and one electronic AutoCAD copy of the As-Built Improvement Location Drawings.

All AutoCAD submissions to City shall be in the version required by the Project Engineer.

ARTICLE 10. DEWATERING AND WATER CONTROL

The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed due to water level fluctuation.

ARTICLE 11. SITE RESTORATION

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or made irregular due to construction and/or new installations.

ARTICLE 12. CITY NOTIFICATION – BACKFILLING (not used)

ARTICLE 13. PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. All work shall be conducted with the public rights-of-way, within City sewer easements located on private property, or on private property where specifically allowed by the City and property owner(s). No equipment or storage is allowed outside of the designated construction area, which is identified in the Contract Documents, without prior written approval by the Project Engineer.

ARTICLE 14. INTENT OF DRAWINGS

The drawings are intended to show general conformance with project requirements and may not show all elements necessary to meet all applicable codes. Contractor shall remain responsible for ensuring all work is performed in accordance with all local, state, and federal regulations.

ARTICLE 15. ACCESS TO PROPERTY

Throughout the duration of Construction, the Contractor shall coordinate access to all private property, including City easements located on private property, with the Jacobs Project Engineer. The Contractor may not enter upon or cross the area of work or occupy portions of it on private property without express approval from the City and Jacobs Project Engineer.

Where required by the City, Contractor shall also conduct regular coordination meetings with Utilities and Owners and Operators of businesses and other operations to coordinate its work.

ARTICLE 16. ADDENDUM TO GENERAL CONDITION 2

Reference is made to General Condition Article 2 – Construction Progress Schedule. For this project, Contractor shall not be required to provide a Water Control Plan or Environmental Protection Plan as may be outlined or referenced in the General Conditions.

ARTICLE 17. ADDENDUM TO GENERAL CONDITION 10

Reference is made to General Condition Article 10 – Environmental Protection Plan. An Environmental Protection Plan in accordance with General Conditions Article 10 is not required for

this Project. Additionally, the Contractor shall be responsible for protecting the Environmental Resources as described in General Condition Article 9.

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 92

Reference is made to General Condition Article 92 – Contract Administration Costs – Outside Regular Hours. Compensation to the City for the extra cost incurred when the Contractor elects to perform work in excess of the normal working hours set forth in General Condition Article 92 shall at the rate of $150 per hour and shall be deducted from the amount due the Contractor.

ARTICLE 19. OWNER CONTROLLED CONTINGENCY ALLOWANCE

If an Owner Controlled Contingency Allowance ("OCCA") has been provided in the Contract, it is to provide an account for certain expenditures found necessary by and ordered done by the City. This item shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions. Work for which payment is included under other items shall not be considered for inclusion under this item.

Use of the OCCA requires the City's advance written authorization. Determination of amounts to be paid for work under this item shall be in accordance with Article 20 of the Special Conditions and at the sole discretion of the City.

Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor and City and shall not exceed amounts established in the OCCA. At project closeout, unused amounts remaining in the allowance shall be credited to the City by Final Change Order (as part of and so documented in Contractor's final payment request).

In no instance shall payments made pursuant to this Article result in an increase in the amount of the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

ARTICLE 20. CHANGES TO THE WORK

The cost and/or payment calculations for changes to the work shall be either on a firm proposal agreed to by the City or based on the provisions set forth herein.

Any changes in the work agreed to by the parties, or as directed by the Project Engineer, shall be evidenced by a Change Order authorized in accordance with Section 27 of the Contract and this Article. In no instance shall payments made pursuant to this Article result in an increase in the Contract Total

Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

A. Differing Site Conditions:

(1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the Contractor shall thereafter wait for written instructions from the Project Engineer before proceeding with regard to such conditions.

(2) Upon written notification from the Contractor, the Project Engineer will investigate the conditions to determine if differing conditions exist. The Project Engineer will notify the Contractor of his/her determination whether or not differing conditions exist. If it is determined that the conditions materially differ and cause an increase in the Total Compensation or Contract Time required for performance of any work under the Contract, the City, with the Project Engineer’s recommendation, will make an adjustment (excluding anticipated profits) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No use of this Article or of any Contingency Allowance that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

(4) No use of this Article or of any Contingency Allowance will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of Work Ordered by the Project Engineer:

(1) If the performance of all or any portion of the work is suspended or delayed by the Project Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(2) Upon receipt, the Project Engineer will evaluate the Contractor's request. If the Project Engineer agrees that the cost and/or Contract Time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City, with the Project Engineer’s recommendation, will make an adjustment (excluding

profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

(4) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

C. Significant Change in the Character of Work:

(1) The Project Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

(2) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, the cost for changes to the work shall be either on a firm proposal agreed to by the City or as calculated herein, and such costs shall not include loss of anticipated profits. If a cost cannot be agreed upon, then the cost calculation shall be in such amount as the Project Engineer may determine to be fair and equitable.

(3) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the cost calculations for the altered work will be at the prices bid.

(4) The term "significant change" shall be construed to apply

when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

when an item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

D. Extra Work:

Unforeseen work made necessary by the Project Engineer’s changes as previously described, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Project Engineer wants the Contractor to propose a unit price or, instead, a lump sum, for the extra work. Within 5

calendar days of receipt of such notification, the Contractor shall advise the Project Engineer, in writing, of the proposed compensation (as a unit price or lump sum, whichever has been requested by the Project Engineer) that the Contractor requests as compensation for the required extra work. The Contractor's request shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The character and extent of the extra work, together with the basis of compensation, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work and/or basis of compensation, and if the Contractor is not willing to agree to the extra work, the Contractor must, within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer’s letter.

E. Cost Plus Work:

The Contractor’s compensation for all work done on a cost-plus basis shall be determined in accordance with the following:

(a) Labor:

(1) For all labor, payment calculations shall be based on the wage rate actually paid by Contractor as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, payment calculations shall be based the actual wage paid by Contractor to the foremen as shown on the Contractor's certified payroll.

(2) The payment calculations shall the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, bonding, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the payment calculations shall include Contractor’s actual Project costs. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(4) The payment calculations shall also include an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above cost calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the

pertinent Project work is such that, in the opinion of the Project Engineer, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, the Project Engineer will make a determination based on such rate as he deems reasonable.

The Project Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

(b) Specialized Work: When the Project Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the payment calculations for such work shall include the cost for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the payment calculations for such work shall include Contractor's actual costs, plus additional compensation in accordance with subparagraph (e) below. Prior to performing such specialized work, the Contractor shall obtain and submit to the Project Engineer a minimum of three price quotes for the work, if requested by the Project Engineer.

(c) Materials: For all materials necessary for cost-plus Project work, the payment calculations shall include Contractor's actual cost for such materials as delivered to the Project site, including delivery charges as shown by original receipted bills, plus 15% of the sum of said cost and charges.

In lieu of receipted bills for materials used which were not specifically purchased for the Project, but were taken from the Contractor's stock, the Contractor shall provide to the Project Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials is currently their fair market value. The payment calculations shall include Contractor's costs of transporting the materials to the Project site, in accordance with subparagraphs (a) and (d) hereof.

The payment calculations shall not include any penalty or charge incurred due to the Contractor's late or delayed payment for the pertinent materials.

(d) Equipment: All equipment used for cost-plus Project work must, in the judgment of the Project Engineer, be in good working condition and suitable for the purpose intended; and the Project Engineer reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Blue Book, taking into account all current Rate Adjustment Tables, and amendments thereof, which is published by K III Directory Corporation of San Jose, California, including all current Rate Adjustment Tables and amendments thereof.) Trucks will be classified by cubic-yard capacity.

Amounts claimed by the Contractor based on equipment rental rates shall not include any percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be included in the payment calculation in connection with amounts claimed by the Contractor based on equipment rental rates.

The payment calculations shall not include rental rates for small tools needed to complete the cost-plus Project work.

For payment calculations purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, the payment calculations shall include the applicable hourly rate only for the actual time that the equipment is assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Project Engineer, and shall end at the time designated by the Project Engineer.

For equipment which has to be brought to the Project site exclusively for cost-plus work, the payment calculations shall include Contractor's loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that cost claimed for return transportation from the Project site shall not exceed the cost of moving the equipment to that site. If such a piece of equipment is self-propelled, and is driven to the Project site under its own power, then the payment calculation shall include only operating costs and labor costs for its transport to and from the Project site. The payment calculations will not, however, include any loading, unloading and transportation costs if the equipment is used for any Project work on the site other than cost-plus work.

1) Owned Equipment: The payment calculation shall include the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Project Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in payment calculations for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 working hours per month).

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Project Engineer will determine, and the payment calculation shall include a reasonable rental rate based on rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Project Engineer before the affected work is begun. If the Contractor proposes that the Project Engineer use a particular rate in such an instance, the Contractor must disclose to the Project Engineer the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, the payment calculation, shall include for that idle time 50 percent of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment calculation purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Project Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the payment calculation. For any piece of Contractor-owned equipment assigned to cost-plus Project work, the payment calculation shall include aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. The payment calculation shall not include Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Project Engineer orders the Contractor to do no Project work. If the equipment is used to perform cost-plus Project work for more than 8 hours in a day, the payment calculation shall include the applicable hourly rate computed on a monthly basis for the actual time of use; however the payment calculation shall not include any claim for more than 8 hours of idle time for a piece of equipment during a given day.

The City shall have the right to limit its aggregate payment calculations for idle time for a given piece of equipment to the replacement value of that equipment.

(2) Rented Equipment: If the Project Engineer determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall inform the Project Engineer, in advance of such rental, (a) of the specific nature of the rental(s), (b) the reasons for its need for such rental(s), (c) the anticipated or proposed rental rate(s), and (d) the estimated duration for the use of the equipment. Rates for such rented equipment must be provided based on the following:

—A daily rate per hour when the equipment is to be specifically assigned to Project work by the Project Engineer for a period of 7 consecutive calendar days or less.

—A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days, but does not exceed 21 consecutive calendar days.

—A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Project Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used on other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to the shorter periods arguably occasioned by such interruptions.

Prior to renting such equipment, the Contractor shall obtain and submit to the Project Engineer a minimum of three quotes, if requested by the Project Engineer.

The payment calculation shall include such rental rates actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Project Engineer. In order for any such costs to be considered, the Contractor must provide the Project Engineer with a copy of the original receipted bill for the rental expenses incurred.

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the payment calculation shall include an additional 7.5% for that work; and such amount will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional amounts will be given only after the Contractor provides to the Project Engineer receipted invoices for all relevant costs.

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the payment calculation shall include Contractor‘s actual cost. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(g) Miscellaneous: Any compensation associated with (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Project Engineer shall compare their respective records of the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Project Engineer and the Contractor's representative. The Project Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with City procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Project Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

F. Notification to Surety:

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 21. ADDENDUM TO GENERAL CONDITION ARTICLE 2

Reference is made to General Condition Article 2 – Construction Progress Schedule. The submittal of the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan, and

Environmental Protection Plan, shall be as outlined in the General Conditions as modified by these Special Conditions, and as set forth in the Technical Specifications.

A. Additional requirements with regard to the Construction Progress Schedule are as follows:

1. The Construction Progress Schedule shall show, in detail, the proposed sequence of the Work and the estimated date of starting and completing each stage of the Work in order to complete the Project within the Contract Time. Prepare the schedule in a manner so that the actual progress of the Work can be recorded and compared with the expected progress. Coordinate the construction schedule with the proposed schedules of other Contractors, if any, engaged in work at, or adjacent to, the Project site.

2. Coordinate the Work and make every effort to maintain the Construction Progress Schedule. In the event actual progress begins to lag the schedule, promptly employ additional means or methods of construction to make up the lost time.

3. Notify the Project Engineer in writing

   1) 72 hours before commencing any work at the site, and

   2) at least 48 hours before resuming work in the case of a temporary suspension of work.

4. Keep the construction schedule current and revise or confirm the schedule in accordance with General Conditions, to accurately reflect the progress of the Work, past progress, and anticipated future progress.

B. Prepare and submit, with the Construction Progress Schedule, a separate Submittal Schedule listing dates for submission and dates reviewed for each required submittal including plans, shop drawings, samples, certifications, permits, etc.

ARTICLE 22. PHOTOGRAPHIC AND VIDEO DOCUMENTATION

Drawings and general provisions of the Contract, including General and Special Conditions apply to this Section.

This Section includes administrative and procedural requirements for a professional photographer to perform the following services:

1. Preconstruction Video
2. Periodic construction photographs.
3. Final completion construction photographs.

Qualification Data: For firms and persons to demonstrate their capabilities and experience. Submit lists of completed projects with project names, contract value and addresses, names and addresses of engineers and owners with work performed. The firm or individual shall be of established reputation who has been regularly engaged as a professional photographer for not less than three years.

Preconstruction Video: Within 14 calendar days following the award of the Contract the Contractor's approved Photographer shall document the entire Project existing site conditions, in the presence of the Engineer's Representative, in a format acceptable to the City. The Photographer shall at all times clearly identify the location of the video as it progresses and document the condition and site features of the existing road and elements and at all adjacent and affected properties. Aerial angles shall be included to record the location of existing pole mounted overhead wire and facilities.

The Contractor shall submit two (2) copies of the video no later than 14 calendar days prior to the start of construction so it can be reviewed for clarity and content. Any areas that are missing, incomplete or unclear shall be repeated and re-submitted to the satisfaction of the Engineer.

Periodic Construction Photographs: Once a month, and at regular intervals designated by the Engineer, the Contractor's Photographer shall provide a maximum of twenty four (24) 8x10 inch smooth-surface matte prints on single weight commercial –grade stock photo paper, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder. Two (2) copies of each photograph shall be submitted to the Engineer no later than 14 calendar days after being taken.
On the back of each print provide an applied label or rubber-stamped impression with the following information:

a. Name of Project and Owner
b. Name and address of photographer
c. Name of Engineer
d. Name of Contractor
e. Date photograph was taken
f. Description of vantage point, indicating location of camera, and direction of view.

Final Completion Photographs- Take a minimum of 48 photographs after the date of substantial completion for submission with Project Record Documents. The Engineer will direct photographer for desired vantage points. Submit two (2) copies of final completion photographs.
Measurement and Payment- The work under this section will not be measured for payment. The Contractor's cost in connection therewith will be considered incidental to, and included in, the general cost of the Contract.

ARTICLE 23. LAYDOWN AREAS

All Laydown Areas shall be pre-approved by the Project Engineer. A Laydown Area shall not impede traffic flow within the City streets or the Water Pollution Control Facility. The Contractor may only use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.
Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Project Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

ARTICLE 24. ADDENDUM TO GENERAL CONDITION ARTICLE 36

Reference is made to General Conditions Article 36 – Apprentices – NOT APPLICABLE

ARTICLE 25. ADDENDUM TO GENERAL CONDITION ARTICLE 45

Reference is made to General Conditions Article 45 – Residents' Preference in Work on Other Public Facilities – NOT APPLICABLE

ARTICLE 26. ADDENDUM TO GENERAL CONDITION ARTICLE 64

Reference is made to General Conditions Article 64 – Bus line Interference – NOT APPLICABLE

ARTICLE 27. ADDENDUM TO GENERAL CONDITION ARTICLE 66

Reference is made to General Conditions Article 66 – Blasting and Explosives – NOT APPLICABLE

ARTICLE 28. ADDENDUM TO GENERAL CONDITION ARTICLE 67

Reference is made to General Conditions Article 67 – Tunneling – NOT APPLICABLE

ARTICLE 29. ADDENDUM TO GENERAL CONDITION ARTICLE 90

Reference is made to General Conditions Article 90 – Planimeter – NOT APPLICABLE

ARTICLE 30. ADDENDUM TO GENERAL CONDITION ARTICLE 99

Reference is made to General Conditions Article 99 – Water Quality of Wells – NOT APPLICABLE

ARTICLE 31. ADDENDUM TO GENERAL CONDITION ARTICLE 100

If any of the work is in the City streets or State roads Contractor shall coordinate with the Jacobs Project Engineer. The Contractor shall also conform to all city and State DOT requirements for materials and methods used in these instances. At a minimum the Contractor is to provide traffic controls and flag personnel.

ARTICLE 32. TRAFFIC CONTROL ALLOWANCE

An allowance has been provided in the contract for outside Agency traffic control. This shall be used for approved police details and/or flagger(s) needed to direct traffic while work activities may impede vehicular right of way. This allowance item shall only be used if authorized in writing in advance by the City and Project Engineer. Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor, City and Project Engineer and shall not exceed amounts established in Section 00 30 00 (Bid Form). At project closeout, unused amounts remaining in this allowance shall be credited to the City by Final Change Order (as part of and so documented in the Contractor's final payment request).

ARTICLE 33. BYPASS FLOW ALLOWANCE

An allowance has been provided to provide, operate and maintain an approved sewer bypass system to divert flow around the inspection reach, preventing flow, turbulence or solids from impairing safe, and effective operation and/or prevent damaging equipment. This allowance item shall only be used if authorized in writing in advance by the City and Project Engineer. Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor, City and Project Engineer and shall not exceed amounts established in Section 00 30 00 (Bid Form). At project closeout, unused amounts remaining in this allowance shall be credited to the City by Final Change Order (as part of and so documented in the Contractor's final payment request).

In no instance shall payment(s) be made in pursuant to this Article result in an increase in the amount of Total Compensation or Extension of Contract Time. Any increase in the Contract Total Compensation or Contract time requires a duly authorized and executed Contract amendment in accordance of Section 27 of the Contract.

END OF SECTION



The City of Waterbury

Bureau of Water

To: The Honorable Board of Aldermen

Cc: The Honorable Paul K. Pernerewski, Jr., Mayor

From: Christopher Savage, Assistant Superintendent

Date: November 5, 2026

Re: Amendment # 5 to Construction Contract between the City of Waterbury and C.H. Nickerson & CO., Inc. for Water Treatment Plant Pumping & Mixing Improvements

We respectfully request your Honorable Boards' approval of the above referenced Amendment No. 5 to amend the Original Contract to extend the Contract Time as follows:

The Contractor shall **Substantially Comple**te all work and services required under this Contract by **April 1, 2027** and shall reach **Final Completion** of all work and services required under this Contract by **May 1, 2027**.

This no cost time extension is needed due to issues with Back Wash Pump #1 and Back Wash Pump #2, not leaving the Contractor sufficient remaining time to reach Final Completion by November 30, 2026.

A representative from the Water Department will be available at your November 16, 2026 to address any questions you may have.

Respectfully Submitted,

Christopher Savage, Assistant Superintendent of Water

Amendment No. 5 to CONSTRUCTION CONTRACT
for

Water Treatment Plant Pumping & Mixing Improvements

between

City of Waterbury

and

C.H. NICKERSON & CO., INC.

THIS Amendment No. 5, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and C.H. Nickerson & CO., Inc. located at 49 Hayden Hill Rd, Torrington, CT 06790, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, on December 22, 2022, the parties hereto fully executed the **Construction Contract for Water Treatment Plant Pumping & Mixing Improvements,** which was the subject of **Request for Proposal Number 7343 (**the **"Original Contract")**; and,

WHEREAS, on August 17, 2023, the parties hereto fully executed **Amendment No. 1 to the Original Contract ("Amendment No. 1"**) to include an Owner Controlled Contingency Allowance provision to be used for services not previously contemplated in the **Original Contract**; and,

WHEREAS, on November 13, 2024, the parties hereto fully executed **Amendment No. 2 to the Original Contract ("Amendment No. 2"**) to increase the Owner Controlled Contingency Allowance provision to be used for services not previously contemplated in the **Original Contract**; and,

WHEREAS, on December 31, 2025, the parties hereto fully executed **Amendment No. 3 to the Original Contract ("Amendment No. 3"**) to increase the Contract Time; and,

WHEREAS, on April 6, 2026, a stop work order issued due to equipment supplier issues was lifted after 96 days from full execution of **Amendment No. 3,** not leaving the Contractor sufficient remaining time to reach Final Completion by **June 1, 2026;** and

WHEREAS, on May 27, 2026, the parties hereto fully executed **Amendment No. 4 to the Original Contract ("Amendment No. 4"**) to increase the Contract Time; and

WHEREAS, due to issues with Back Wash Pump #1 and Back Wash Pump #2, the parties hereto seek to amend the **Original Contract, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3** and **Amendment No. 4** to further extend Substantial Completion and Final Completion in accordance with the terms set forth in this **Amendment No. 5.**

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

2. The parties hereto agree to amend the **Original Contract,** as amended by **Amendment No. 1, Amendment No. 2**, **Amendment No. 3 and Amendment No. 4** to extend the Contract Time as provided below.

3. **Contract Time.** Section 5. Contract Time shall be amended by deleting the first sentence of Section 5. Contract Time in its entirety and replacing it with the following text:

"The Contractor shall reach Substantial Completion of all work and services under this Contract by **April 1, 2027** and shall reach Final Completion of all work and services required under this Contract by **May 1, 2027** ("Contract Time")."

4. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Contract,** as amended by **Amendment No. 1, Amendment No. 2**, **Amendment No. 3, and Amendment 4,** 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. 5** 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:

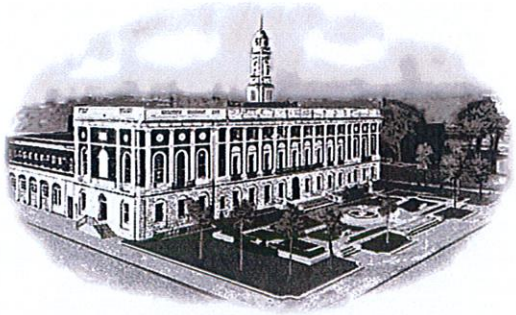
Sign:_____
Print name:

C.H. NICKERSON & CO., INC.

By:_____
Print name:
Its _____

Date: _____

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR

THE CITY OF WATERBURY

CONNECTICUT

November 5, 2026

The Honorable Board of Aldermen

RE: Revised Resolution Making Appropriations for the Ensuing 2027 Fiscal Year for the Water Enterprise Fund of the City of Waterbury

On June 2, 2026, Budget Resolution # 4 Making Appropriations for the Ensuing 2027 Fiscal Year for the Water Enterprise Fund of the City of Waterbury was favorably approved. The approved resolution provided that revenue resources for the Water Fund for the fiscal year July 1, 2026 through June 30, 2027 would include a basic service charge of $12.00 per quarter for 5/8" meters and an increase from $12.00 per quarter to $120.00 per quarter for all meter sizes larger than 5/8".

It has since been determined that many residential services are serviced by 1" meters, subjecting residential property owners to a basic service charge increase that was intended for commercial business and larger unit property owners. In order to address this unintended impact to 1" metered services as soon as possible, I am asking for approval of the attached Revised Resolution Making Appropriations for the Ensuing 2027 Fiscal Year for the Water Enterprise Fund of the City of Waterbury providing that 1" metered services would be charged the same $12.00 per quarter basic service charge as 5/8" metered services.

Prior to approval consideration and in accordance with Connecticut General Statutes, Sec. 7-239, I respectfully ask that a Public Hearing be scheduled for the evening of Monday, December 14th.

Respectfully submitted,

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

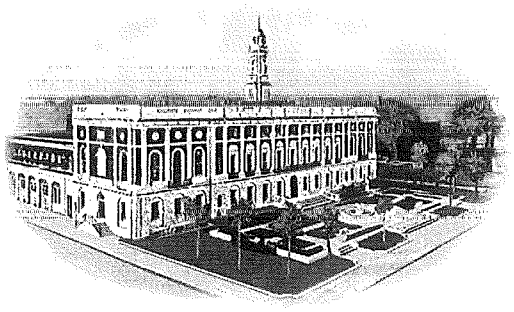
REVISED ~~A~~ RESOLUTION MAKING APPROPRIATIONS FOR THE ENSUING 2027 FISCAL YEAR FOR THE WATER ENTERPRISE FUND OF THE CITY OF WATERBURY

BE IT RESOLVED by the Board of Aldermen of the City of Waterbury that the sums hereinafter enumerated are hereby appropriations and resources for the Water Fund of the City of Waterbury for the fiscal year July 1, 2026 through June 30, 2027, as submitted to this Board by the Mayor of this City, and as published by this Board, be and they hereby approved and adopted, as amended, by this Board and upon the basis of such estimates of the expenses, liabilities and resources of the City of Waterbury Water Enterprise Fund for the Fiscal Year commencing July 1, 2026 and ending June 30, 2027, for the purposes and accounts set forth:

Resources	$20,467,964
Appropriations	$20,467,964

BE IT ALSO RESOLVED by the Board of Aldermen of the City of Waterbury that the sums hereby enumerated as appropriations and resources for the Water Fund of the City of Waterbury for the fiscal year July 1, 2026 through June 30, 2027, necessitate a water usage rate of $3.50 per CCF, a quarterly service charge of $12 for 5/8" and 1" meters, and a quarterly service charge of $120 for meters larger than 1"~~5/8"~~, which rates and charges are hereby authorized by the Board of Aldermen, retroactive to July 1, 2026.

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

November 5, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Ordinance regarding Removal of Members of Boards and Commissions

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on November 16, 2026:

> To set a public hearing for December 14, 2026, for the purpose of receiving public input regarding the attached proposed Ordinance related to Removal of Members of Boards and Commissions, and for the Board of Aldermen to take action on the Ordinance at their meeting on said date.

The proposed Ordinance would, in accordance with Section 6A-10 of the Charter, set rules of procedure for removal by the Mayor of members of boards or commissions. As set forth in that Section of the Charter, the "may initiate proceedings to remove a member of any appointive Board or Commission, or relevant position or 'panel of alternates' for any of the following reasons: (a) misconduct in the performance of duties; (b) persistent absence; (c) unexcused absences from three (3) or more consecutive regular Meetings; (d) conviction of a felony; or, (e) conviction of a misdemeanor which would undermine the public confidence in the member's ability to perform the duties of office."

I would respectfully remind the Board that notice of any such public hearing must be published ten (10) business days (*i.e.,* not counting weekends and holidays) prior to such hearing. Accordingly, any such hearing should be set for a date that would allow sufficient time for the publication of such notice. In addition, copies of the proposed Ordinance must be available to the public in the City Clerk's Office for those ten (10) business days.

A copy of the proposed Ordinance is attached hereto for your reference. Please feel free to call with any questions you may have.

Very truly yours,

Paul K. Pernerewski, Jr.

cc: Alderman Michael DiGiovancarlo
Angela R. Juliani, Corporation Counsel

Enc.

PROPOSED ORDINANCE

Section 31.999 REMOVAL OF MEMBERS OF BOARDS AND COMMISSIONS

In accordance with § 6A-10 of the Charter of the city, the Mayor may suspend or remove any member of any appointive board, commission, or relevant position or member of a panel of alternates who is appointed by the Mayor, in accordance with this section.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPOINTEE. A member of any appointive board, commission, or relevant position or panel of alternates who is appointed by the Mayor.

(B) The Mayor may suspend, at any time, in accordance with the procedures set forth herein, any Appointee for (1) misconduct in the performance of duties; (2) persistent absence; (3) unexcused absences from three or more consecutive regular meetings; (4) conviction of a felony; or (5) conviction of a misdemeanor that would undermine the public confidence in Appointee's ability to perform the duties of office. The Mayor may remove from office any Appointee for these same reasons in accordance with the procedure set forth herein.

(C) When the Mayor suspends an Appointee, the Mayor shall cause written notice to be sent to the Appointee, either in hard copy or in electronic form, which notice shall state (1) that the Appointee is thereby suspended from the Appointee's position; (2) the reason or reasons for such suspension; (3) that the Appointee may, within seven days of the issuance of said notice, request in writing a hearing at which the Appointee may be heard as to why the Appointee should not be removed from the Appointee's position; and (4) that, if the Appointee does not request such a hearing, the Appointee is subject to removal from the Appointee's position without further notice after the expiration of that seven-day period. The suspension of any Appointee by the Mayor under this section shall be effective as of the date on which notice of suspension is issued as set forth in this subsection.

(D) If an Appointee requests a hearing in accordance with this section, within seven days of the receipt of such request, the Mayor shall cause written notice to be sent to the Appointee, either in hard copy or in electronic form, which notice shall state (1) that a hearing has been scheduled for a time and date set forth in said notice, which date shall be not more than thirty days from the date of said notice; (2) that the Appointee is entitled to appear at said hearing in order to set forth reasons for which the Appointee should not be removed from the Appointee's position; (3) that the Mayor may, in his or her sole discretion, reschedule the hearing at the request of the Appointee; and (4) that, if the Appointee does not appear at the scheduled hearing, the Appointee may be removed from the Appointee's position.

(E) Any hearing held in accordance with this section shall be subject to the following procedures:

(1) The Mayor or his or her designee shall preside over the hearing.

(2) The Appointee shall be entitled to speak at the hearing.

(3) The Mayor or his or her designee may, in his or her sole discretion, permit any other person to speak at the hearing.

(4) The hearing may, in the sole discretion of the Mayor or his or her designee, be recorded.

(5) Within seven days of the hearing, the Mayor shall issue a written decision indicating either (a) that the Mayor has removed the Appointee from the Appointee's position, for the reason or reasons set forth in that written decision; or (b) that Mayor has not removed the Appointee from the Appointee's position and that the Appointee's suspension has terminated.

(6) If requested by the Appointee at the hearing, the Mayor's written decision shall set forth a summary of any statements made at the hearing by the Appointee or others.

(F) The Mayor may, in his or her sole discretion, remove an Appointee from the Appointee's position by written notice to that Appointee if (1) an Appointee who has been suspended from the Appointee's position in accordance with this section does not request a hearing in accordance with this section; (2) such Appointee fails to appear at a hearing scheduled in accordance with this section; or (3) following a hearing, the Mayor concludes that such Appointee should be removed from the Appointee's position for one of reasons set forth in this section. Said removal shall be effective upon the issuance of said notice.

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

ANGELA R. JULIANI
CORPORATION COUNSEL

LYNN M. MCHALE*
KEVIN J. DALY
RICHARD J. SCAPPINI
PAUL M. PIESZAK
JOSEPH W. BRITTON
KRISTEN M. NELSON
EVAN W. FOLEY
VINCENT M. MARINO**

DANIEL J. FOSTER
ASSISTANT CORPORATION COUNSEL, INTERIM

JOSEPH A. MENGACCI
SPECIAL COUNSEL

235 GRAND STREET
WATERBURY, CT 06702
TELEPHONE: (203) 574-6731
FAX: (203) 574-8340

***Also admitted in Florida**
****Also admitted in New York**

November 5, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Fire Hydrant Rules and Regulations Ordinance

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on November 16, 2026:

> That the Office of the Corporation Counsel report to the Board on the status of the development of an Ordinance governing City fire hydrants.

Very truly yours,

Angela R. Juliani, Esq.

cc: Alderman Michael DiGiovancarlo

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

ANGELA R. JULIANI
CORPORATION COUNSEL

LYNN M. MCHALE*
KEVIN J. DALY
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ASSISTANT CORPORATION COUNSEL, INTERIM

JOSEPH A. MENGACCI
SPECIAL COUNSEL

235 GRAND STREET
WATERBURY, CT 06702
TELEPHONE: (203) 574-6731
FAX: (203) 574-8340

***Also admitted in Florida**
**** Also admitted in New York**

November 5, 2026

Board of Aldermen
City of Waterbury
c/o Office of City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Tax Bill Distribution Transparency Ordinance

Dear Honorable Board Members:

I respectfully request that the following item be placed on the agenda for the Board of Aldermen meeting on November 16, 2026:

> To set a public hearing for December 14, 2026, for the purpose of receiving public input regarding a proposed Tax Bill Distribution Transparency Ordinance, and for the Board of Aldermen to take action on the proposed Ordinance at their meeting on said date.

The proposed Ordinance would require that all property tax bills presented to owners of property in the City include, as an attachment, insert, enclosure, or printing on reverse side of the tax bill, a graph, chart, or table indicating the estimated percentage of tax-supported appropriations for education, public safety, public works, debt services, general government expenses, and all other categories necessary so that the total percentage displayed equals 100%.

I would respectfully remind the Board that notice of any such public hearing must be published ten (10) business days (*i.e.,* not counting weekends and holidays) prior to such hearing. Accordingly, any such hearing should be set for a date that would allow sufficient time for the publication of such notice. In addition, copies of the proposed Ordinance must be available to the public in the City Clerk's Office for those ten (10) business days.

A copy of the proposed Ordinance is attached hereto for your reference. Please feel free to contact me with any questions you may have.

Very truly yours,

Angela R. Juliani, Esq.

cc: Alderman Michael DiGiovancarlo

NEW ORDINANCE

§ 32.30 Tax Bill Distribution Transparency

(A) Definitions

For the purposes of this ordinance, the following definitions shall apply:

(1) "Tax Bill" means any real property, personal property, motor vehicle, or supplemental tax bill issued by or on behalf of the City of Waterbury.

(2) "Distribution Statement" means an itemized, taxpayer-facing statement as detailed in this ordinance.

(3) "Adopted Budget" means the City's most recently adopted annual operating budget for the fiscal year applicable to the Tax Bill.

(4) "Tax-Supported Appropriations" means the portion of the Adopted Budget that is funded by local tax levy, excluding expenditures financed by enterprise funds, bond proceeds, pass-through grants restricted to specific uses, and other dedicated/restricted revenue sources as determined by the Director of Finance.

(B) Tax Bills presented to each property owner in Waterbury shall include a Distribution Statement as an attachment, insert, enclosure, or printing on reverse side of the tax bill and record as separate items the estimated percentage of Tax-Supported Appropriations for Education, Public Safety, Public Works, Debt Services, General Government expenses and all other categories necessary so that the total percentage displayed equals 100%. Such Distribution Statement may also be available to view online on the Tax Department's website, or other webpage, as designated by the Tax Department.

(C) The itemization contained in the Distribution Statement shall be in the form of a graph, chart, or table, that is clearly labeled and uses plain language to describe the percentage of each Tax-Supported Appropriation.

(D) The Distribution Statement shall also contain a short statement detailing that the Distribution Statement is informational, based on the Adopted Budget, and does not modify the amount of tax due, the due dates, interest, penalties, or collection authority.

(E) Enforcement:

(1) Failure to include the Distribution Statement with any Tax Bill shall not invalidate any tax, nor create a cause of action.

(2) The remedy for noncompliance shall be administrative correction.

(F) Exclusions:

(1) Tax Bills sent on escrow or lease accounts shall not be subject to the Distribution Statement requirement in Section B herein.

(G) Administration:

(1) The Director of Finance shall provide or certify the budget categories each tax year necessary for implementation of Distribution Statements herein; and

(2) All information necessary for the production of Distribution Statements must be provided to the Tax Collector with sufficient advanced notice to implement and prepare such Distribution Statements.

(H) Severability: If any section or provision of this ordinance is held invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

THE CITY OF WATERBURY



DEPARTMENT OF PUBLIC HEALTH
EXECUTIVE SUMMARY

To: Mayor Paul K. Pernerewski
City of Waterbury Board of Aldermen

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

Date: October 28, 2026

Re: CRT26-308 – Contract between City of Waterbury Health Department and TransactRx

The Waterbury Department of Public Health (WHD) respectfully requests your approval and signature on the attached contract with TransactRx, a software platform that allows the City to bill insurance for the services rendered during administration of the immunization clinic at the Waterbury Health Department, 185 South Main Street on the second floor. The agreement covers a three-year term that will automatically renew for two successive one-year terms unless terminated by either party. At present, the Health Department has no mechanism to bill for immunization services rendered at the clinic. The service represents an estimated $1,000 cost to the city and startup costs include enrollment of the Health Department with the most common health insurers serving the city.

Attached Contract:
Please see attached contract with TransactRx.

MEDICAL SERVICE BILLING AGREEMENT

THIS MEDICAL SERVICE BILLING AGREEMENT ("Agreement"), effective as of date of the last signature below ("Effective Date"), is made by and between POC Network Technologies, LLC. a Delaware Limited Liability Company, d.b.a TransactRx ("TransactRx"), with its principal offices located at 201 West Saint John Street, Spartanburg, SC 29306, and the entity listed below (the "Provider").

Full legal name:	**CITY OF WATERBURY**
Principal business address:	235 Grand Street
	Waterbury, CT 06702
State of incorporation:	Not applicable

Provider Email: Aisling McGuckin, Director of Public Health, Waterbury Health Dept., amcguckin@waterburyct.org

WHEREAS, TransactRx is a provider of claims processing services, healthcare provider networks, web based software applications and revenue cycle management services for healthcare providers; and

WHEREAS, Provider desires to utilize one or more of the technologies and/or services provided by TransactRx as specified in this Agreement ("TransactRx Services");

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **License.** Subject to the terms of this Agreement, TransactRx hereby licenses to Provider a nonexclusive, nontransferable end user license for the term of this Agreement to utilize the necessary specifications and related materials for use with the TransactRx Services in Provider's business, and hereby licenses to Provider a nonexclusive, nontransferable license to use the TransactRx Services in compliance with this Agreement, any specifications and related materials furnished by TransactRx.
2. **TransactRx Services.** For the purposes of this Agreement, "TransactRx Services" include:
    a. Eligibility Verification. TransactRx shall provide the systems and related services required to enable Provider submit eligibility inquiry transactions for Medicare, Medicaid and Commercial medical benefit payers.
    b. Claim Submission. TransactRx shall provide the systems and related services required to enable Provider to submit initial claim and claim reversal transactions for certain medical services including the dispensing of medical benefit covered drug products from their existing pharmacy claims management system, the TransactRx web portal or from another source as agreed between the parties to the TransactRx transaction processing platform for later submission to Payers.
    c. Bill Coding. TransactRx will provide systems and services to convert submitted claims from their initial format to the formats required by the receiving Payers, ensure claims submitted via the Transaction Services meet the bill coding requirements established by Participating Payers and to include the appropriate billing codes in claims submitted to the contracted Payers.
    d. Billing Services.
        i. Electronic Submission. For each claim received and accepted through the Transaction Services TransactRx will provide the systems and related services to create appropriately formatted claims and submit them electronically either directly or through appropriate clearinghouses to contracted Payers.
    e. Claim Status Reporting. TransactRx will apply claim status reports/transactions electronically received from payers against claims submitted through the TransactRx system and/or will provide functionality to allow Provider to download any claim status reports or payment remittance advice reports that are transmitted from Payers to TransactRx.
    f. Payment Posting. TransactRx will apply payment remittance advice transactions electronically received from

payers or forwarded from Provider against claims submitted through the TransactRx system and/or will provide functionality to allow Provider to download any claim status reports or payment remittance advice reports that are transmitted from Payers to TransactRx.

g. Claim Management Services. TransactRx will monitor the submission and processing of claims submitted by Provider for any rejections or other processing issues at the TransactRx transaction processing platform, Payer's clearinghouse or Payer systems. If alerted to a rejection or payment denial by Payer clearinghouse or Payer TransactRx will make its best effort to resolve the issue and resubmit the claims for processing.

3. Provider Obligations

a. Payer enrollment. Provider will perform any required enrollment, credentialing or registration process required by each Payer that Provider intends to submit claims to prior to utilizing the Transaction Services to submit claims to any Payer requiring these enrollment activities.

b. Authorization. Provider shall comply with TransactRx procedures to secure any authorizations then required by TransactRx, applicable law, or industry practice in connection with the Transaction Services. **PROVIDER HEREBY APPOINTS TRANSACTRX AS ITS ATTORNEY-IN-FACT FOR THE LIMITED PURPOSE OF ENROLLING OR REGISTERING PROVIDER INTO A PAYER'S TRANSACTION PROCESSING SYSTEM AND OF SUBMITTING PROVIDER'S TRANSACTIONS AND/OR SIGNING PAPER TRANSACTIONS ON PROVIDER'S BEHALF TO THIRD-PARTY PAYERS OR PROCESSORS, WHERE PROVIDER'S SIGNATURE IS REQUIRED FOR ENROLLMENT, PROCESSING OR ADJUDICATION.**

c. Electronic Format. All claims must be submitted electronically to TransactRx in valid X12 837 or NCPDP D.0 format or in such other manner and format as directed by TransactRx. Provider shall provide and maintain at its expense the equipment, software, and communications network transmission capabilities necessary to transmit claims to and receive processing and status messages from the TransactRx system.

d. Eligibility Verification. Provider agrees to determine the eligibility of each patient for whom a claim is submitted by requesting a current Payer identification card or by requesting patient's identification number and verifying eligibility using the Transaction Services, web application software based eligibility verification, or phone based methods. Provider may not be paid for products and services provided to an individual whose eligibility was not correctly submitted to and verified by TransactRx.

e. Time for Submission. All claims shall be submitted promptly after rendering the service, and in no event later than ten (10) calendar days after the date that the service is rendered (or such longer period required by applicable laws). Failure to timely submit a claim may result in non-payment of such claim.

f. Claim Reversals. All claims for services not received by a patient must be reversed through the TransactRx system. Claims cannot be reversed following submission to the payer.

g. Compliance with Law. Provider acknowledges that various state and federal mandates and guidelines may apply with respect to this Agreement and the healthcare services provided under this Agreement. Provider represents and warrants that it is, and shall remain, in compliance with all applicable laws, including but not limited to all applicable Medicare laws, regulations, and CMS instructions, all laws applicable to individuals and entities receiving Federal funds and all other applicable Federal and State laws, regulations, and governmental issuances, including but not limited to those governing participation in the Medicare Advantage Program, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, the Rehabilitation Act of 1973, all applicable Federal and State anti-kickback statutes, all State laws and regulations related to the administration of immunizations and vaccines and all Federal and State privacy and security requirements, including the privacy and security provisions contained in 42 CFR Section 403.812.

4. TransactRx Obligations.

a. Claim Submission.

i. TransactRx will forward any Validated Claim submitted by Provider through the Transaction Services to the payer identified in the claim within 10 days or as otherwise agreed upon by the parties in writing. A Validated Claim is a properly formatted X12 or NCPDP claim transaction received at the TransactRx System that has passed the current TransactRx content validation rules and the appropriate benefit eligibility of the patient referenced in the claim has been verified through the TransactRx

System.

ii. For each transaction transmitted by Provider to the TransactRx System TransactRx will respond in real time via a properly formatted claim response transaction including an indication of whether the claim is rejected or accepted for submission to the intended Payer at the TransactRx System. When available from data provided by the Payer or other sources TransactRx will include in the response the patient financial responsibility amount and the amount the Provider will be reimbursed for the product and service being rendered.

b. Provider Enrollment Assistance. TransactRx will use best efforts to provide assistance to Provider in obtaining information and documents required for the Provider to enroll or register with individual payers at the request of the Provider.

c. Payer List updates. TransactRx will publish and periodically update the list of Payers for which TransactRx is capable of submitting electronic or paper claims including any required payer identifiers.

d. Service Availability

i. TransactRx will provide Transaction Services to Provider at 99.6% uptime during "Normal Business Hours", defined as 7:00 AM until 12:00AM central standard time, measured on a monthly basis. In addition to Normal Business Hours, TransactRx will make Transaction Services generally available but will periodically administer maintenance to systems and require service outages outside of Normal Business Hours. "Uptime" shall be defined as all periods of time that does not meet the definition of "downtime" set below.

ii. For the purposes of this section, "downtime" occurs when Provider's retail pharmacies are unable to transmit transactions related to Medical Billing Services other than for reasons beyond TransactRx's reasonable control. It will not be considered downtime if

1. There is a general failure of slow down by a telecommunications carrier or other intermediary outside the control and management of TransactRx,
2. Provider's network or communications experiences a failure or slow down
3. The failure is due to any Provider software or hardware system not supplied by TransactRx
4. The cause is beyond TransactRx's reasonable control such as severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions.

5. **Modification of Services.** TransactRx may, in its sole discretion, modify and/or update the TransactRx Services. In such event, TransactRx will provide to Provider, within a reasonable time, any additional specifications and related materials needed by Provider to allow implementation by Provider of such modified or updated services.

6. **Fees.** Provider agrees the Fees set forth in the attached executed Pricing and/or Service Riders are due and payable within thirty (30) days of invoice date or as otherwise set forth in the specific Service Rider. TransactRx may modify the fees set forth in a Service Rider in a writing executed by both Parties .If Provider fails to make payment with respect to any invoice by its due date, such invoice shall be deemed delinquent and a late charge equivalent to 1 ½% per month, or the maximum rate permitted by applicable law if less, of the unpaid balance shall be payable for each month, or portion thereof, during which the delinquency remains outstanding. TransactRx reserves the right to suspend use of the TransactRx Services at any time if past due invoices are not paid within 10 days following notice by TransactRx of such past due amounts, and all costs of collection, including reasonable attorneys' fees, shall be paid by Provider.

7. **Taxes or Charges.** Provider is a tax exempt organization.

8. **Provider 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 Provider City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc., under this Agreement shall comply with all Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly state in this Agreement, including, but not limited to the following:

7.1. 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 Provider 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.

7.2. It shall be a material breach of this Agreement, and it shall be a violation of the Provider 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.

7.3. It shall be a material breach of this Agreement and it shall be a violation of the Provider 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 Provider.

7.4. The value of anything transferred or received in violation of the Provider 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 Provider.

7.5. Upon a showing that a subcontractor made a kickback to Provider, 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 Provider 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.

7.6. It shall be a material breach of this Agreement and it shall be in violation of Provider City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with Provider upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a Provider City contract, shall deliver to Provider, on a Provider authored form, a representation that such Person has not retained anyone in violation of this subsection 7.6, the failure to deliver said form being a material breach of this Agreement and a violation of Provider City's Code of Ordinances. Note, however, this subsection 7.6 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.

7.7. The Person hereby expressly represents that he/she/it has complied with those sections of Provider City's Code of Ordinances requiring that said Person has **(i)** delivered to the Provider an affidavit, on a Provider authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to Provider; **(ii)** filed the Provider authored financial disclosure statement form as set forth in Provider City's Code of Ordinances regarding disclosure of financial interests; and **(iii)** 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 1.7 shall be deemed a material breach of this Agreement and shall be a violation of Provider City's Code of Ordinances.

7.8. The definitions set forth in Provider City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 3(g)(7.1 – 7.7)

7.9. TransactRx is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of Provider City's Charter and all relevant provisions of Provider 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.

7.10. TransactRx hereby acknowledges receipt of a copy of the Chapters 38 and 39 of Provider 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 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"].

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

7.12. **INTEREST OF CITY OFFICIALS. No** member of the governing body of Provider City, and no other officer, employee or agent of Provider 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.

7.13. **PROHIBITION AGAINST CONTINGENCY FEES.** TransactRx hereby represents that it has not retained anyone to solicit or secure a contract with Provider upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

7.14. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to TransactRx set forth in Section 6 herein is greater than S2,500,000.00, Provider is entitled to receive a copy of any and all TransactRx records and files related to the performance of this Agreement 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.

9. Term and Termination.

a. This Agreement shall be effective as of the date of mayoral execution ("Effective Date") appearing on the signature page hereof and shall continue in effect for a three (3) year term, and shall automatically renew for two (2) successive one-year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) calendar days' prior to the end of the initial term or any renewal term.

b. This entire Agreement may be terminated as follows:

   i. This Agreement will terminate automatically without notice with respect to Provider as of the date on which such Provider fails to maintain appropriate licensure, registration, certification, good standing, or insurance, as required under this Agreement and/or Law.

   ii. TransactRx may terminate this Agreement immediately upon written notice to Provider in the event of:

      1. Breach of any representation, warranty or covenant of Provider in this Agreement;

      2. Provider becomes insolvent, admits it is unable to pay its debts, an action is filed by or against Provider under the Federal Bankruptcy Act or any other Law or act regarding insolvency, reorganization, arrangement, or extension for the relief of debtors, including any assignment for the benefit of creditors, the appointment of a receiver or trustee for transfer or sale of a material portion of Provider's assets, or TransactRx's receipt of a writ of attachment, execution or garnishment;

      3. Provider or Provider's employees act in an illegal, unethical, unscrupulous or immoral manner which adversely impacts the reputation of TransactRx, its Affiliates, or Payers; or

      4. Provider engages in any fraudulent activity related to the terms of this Agreement.

5. Without cause upon ninety (90) days written notice.

c. Either Party may terminate this Agreement at any time for material breach by the other party by giving at least thirty (30) days' written notice to the other party, or such longer period as required by Law, which termination shall become effective at the end of such notice period if such breach is not cured to the satisfaction of the non-breaching party by such date.

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

i. **Effects of Non-Appropriation**. If funds to enable Provider to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, Provider 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 TransactRx.

ii. **Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay TransactRx for the agreed to level of the products, services and functions to be provided by TransactRx under this Agreement are not appropriated, authorized or otherwise made available by law, Provider may upon seven (7) calendar days written notice to TransactRx, reduce the level of the products, services or functions in such manner and for such periods of time as Provider may elect. The charges payable under this Agreement 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 Agreement.

e. In the event this Agreement is terminated, Provider shall submit all claims for products and services administered before the date of termination within five (5) calendar days after the date of termination. Any rights to payment for any claim submitted after such time, whether or not the same would qualify as a claim, shall be deemed forfeited, and Provider agrees to hold TransactRx, affiliates, their subsidiaries, subcontractors, Payers, and each of their respective employees, shareholders, members, officers and directors and the patient receiving the service harmless for any expense associated therewith.

f. Upon termination of this Agreement, Provider shall return, at its expense, any Manuals, decals, participation identification materials and other documents or materials supplied to Provider by TransactRx in connection with this Agreement including all confidential and proprietary information of TransactRx.

g. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. The termination rights hereunder are in addition to any and all other rights and remedies that may be available to the Partiesunder this Agreement.

h. In the event of termination or breach of this Agreement, in addition to all other rights and remedies TransactRx may have at Law, equity, or under this Agreement, TransactRx shall have the right, upon notice to Provider, to: (i) deduct from any amounts owing to Provider any amounts which Provider owes TransactRx;; (iii) suspend performance of any and/or all of TransactRx's obligations under or in connection with this Agreement, including, without limitation, TransactRx's obligation to process claims; and/or (iv) suspend Provider's performance of any and/or all of Provider's obligations under or in connection with this Agreement.

10. Relationship of the Parties.

a. TransactRx and Provider are independent entities, and nothing in this Agreement shall be interpreted to create any relationship other than that of independent parties contracting with each other for the sole purpose of carrying out the provisions of this Agreement. In the performance of the obligations of this Agreement, regarding any services rendered under this Agreement, by either party or its agents, servants, or employees, each party is at all times acting and performing as an independent contractor with respect to the other party, and no party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions. It is further expressly agreed that no work, act, commission or omission of any party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venture with, or fiduciary of, the other party. No provision of

this Agreement or any part of any Plan shall be construed to require any provider to dispense or administer any medication or specific type of medication to any Covered Individual if, in the provider's reasonable professional judgment, such medication should not be dispensed to such person.

b. This Agreement is non-exclusive, and Provider may contract with other third party entities so long as its ability to perform its obligations under this Agreement is not impaired. Nothing in this Agreement shall in any way restrict the ability of TransactRx or Provider to enter into any agreement of any kind relating to the subject matter of this Agreement.

11. Business Associate Agreement. TransactRx and Provider agree to be bound by the terms of the Attachment A, Business Associate Agreement.

12. **MyTransactRx.com Terms of Use**. The following Terms of Use apply to Provider's use of the MyTransactRx.com website and any of its information, features, or services (all together referred to as "the Website and Services"). By using the Website and Services, Provider hereby agrees to the Agreement including these Terms of Use. Certain features of the Website and Services may be governed by additional terms of use. By agreeing to these Terms of Use, Provider hereby agrees to all applicable terms and restrictions including any additional terms of use described herein or later added.

a. Authority. Provider agrees that he/she is able, and has the authority, to accept the Terms of Use for the Website and Services and that he/she will use the Website and Services in a manner consistent with these Terms of Use. Further, Provider represents and warrants that only Provider will use the Website and Services.

b. Changes to the Terms of Use. TransactRx may update and change these Terms of Use from time to time without separate notice to Provider. Provider is responsible for reviewing these Terms of Use on a regular basis to ensure the ability to comply with them. By using or accessing the Website and Services after changes have been made to the Website and Services or to these Terms of Use, Provider is agreeing to accept those changes.

c. Protecting Information. Provider is responsible for ensuring that only Provider and authorized personnel have access to Provider's user ID(s) and password(s). Provider should keep any correspondence relating to the Website and Services (including, but not limited to, user ID, passwords, other registration information, e-mails, order information, or any other information) confidential and in a safe place. If other people have access to Provider's computer, handheld device, user ID or password, or other personal information, they may be able to access information Provider has obtained from the Website and Services. TransactRx is not responsible for the security or privacy of any such information under these circumstances. Any information transmitted through the Website and Services will be solely the responsibility of the registered user whose ID and password was utilized to gain access. Provider agrees to notify TransactRx at the address in Section 13.10 if Provider becomes aware of or suspects any loss or unauthorized use of Provider's login information (user ID or password). TransactRx is not responsible for the security of Provider's internet access services provider, and Provider should review any applicable security and privacy policies carefully.

d. Use of the Website and Services.

i. Provider agrees to use the Website and Services only for lawful purposes and in a manner consistent with their intended use, the Agreement and these Terms of Use. TransactRx may, at any time and without notice, prohibit access to the Website and Services to any individuals whom TransactRx determines are using the Website and Services in a way not permitted under these Terms of Use, who is restricting or prohibiting any other user from using or enjoying the Website and Services, or whose conduct might constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.

ii. Examples of prohibited uses of the Website and Services include, but are not limited to: (a) sharing of personal medical/prescription information with an unauthorized third party; (b) placement on the Website and Services of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the Website and Services; (c) introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the operation of the Website and Services; (d) linking to or insertion of links to other sites of whatever character; (e) unauthorized changes to any data or information supplied by the Website and Services; (f) any activity that infringes on the copyright, patent, trademark or other rights of any other person or organization. Any unauthorized entry (commonly referred to as "hacking") into any portion of the Website and Services may constitute a crime under state and/or federal law and TransactRx will prosecute these violations to the fullest extent permitted by law. Anyone using this Website and Services in violation of

these Terms of Use will be liable to TransactRx for damages of any nature whatsoever suffered by TransactRx or its Affiliates.

b. Permission to Print and Copy. The Website and Services contain copyrighted works, trademarks and other proprietary material owned by TransactRx or its information providers. If no restrictions are displayed, Provider may print, download, or make copies of materials from the Website and Services for Provider's own personal and non-commercial use only. Except as just provided, Provider may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material or images from the Website and Services without written permission from TransactRx. In addition, Provider may not modify, alter, revise, paraphrase, omit, change, create derivative works, or modify or obliterate any copyright notice or other warning on any material or images from the Website and Services without written permission from TransactRx.

c. License. Provider may not assign, sublicense, transfer, pledge, lease, rent or share Provider's rights under these Terms of Use, unless otherwise agreed to in writing by both Parties. Nothing contained on the Website and Services should be construed as granting, by implication, estoppel or otherwise, any license or right in and to TransactRx or its related parties' trademarks or copyrighted material of TransactRx or any third party without the express written permission of the applicable party.

d. Medical and Other Advice. TransactRx is not authorized to provide and does not engage in providing medical advice. Further, the information in the Website and Services is also not intended as and does not constitute financial or legal advice and Provider should consult an appropriate professional for specific advice tailored to Provider's situation.

e. Down Time. TransactRx takes commercially reasonable measures to ensure system availability without interruption, except for scheduled maintenance. However, service interruptions may occur and in no event will TransactRx be liable to Provider or to any other party for such service interruptions, whatever the cause or length.

f. Links to Other Websites. The Website and Services may occasionally provide links to other websites that might be of interest to users. Please note that when Provider clicks on one of these links Provider may be moving to another company's website. TransactRx cannot control the activities of any such company once Provider leaves TransactRx's Website. TransactRx encourages Provider to read the terms of use and privacy policies of these linked sites because they may differ from TransactRx's.

g. Jurisdiction. The Website and Services are intended only for access and use by United States residents, are presented solely as a service to visitors and subscribers located in the United States of America and its territories, and therefore may not comply with legal requirements of foreign countries.

h. Not Intended for Use by Minors. The Website and Services are not intended for, nor does TransactRx believe, they are appealing to, children under the age of 16. TransactRx will not knowingly collect information from visitors in this age group.

13. **Indemnification**.

a. All liability arising from the provision of any services rendered by Provider will be the sole responsibility of Provider. Provider will indemnify, defend, and hold harmless TransactRx, its designees, Payers, and their respective shareholders, officers, directors, employees, agents, and representatives from and against any and all liabilities, losses, awards, settlements, claims, injuries, damages, expenses, demands, penalties, or judgments of any kind that may result or arise out of: (a) any actual or alleged malpractice, negligence, misconduct, or breach by Provider in the performance or omission of any act or responsibility assumed by Provider; (b) the provision of Provider services for the sale, compounding, dispensing, manufacturing, or use of a drug or device dispensed by Provider; or (c) the breach or alleged breach by Provider of any representation, warranty, or covenant of Provider as set forth in this Agreement.

b. All liability arising from the provision of any services rendered by TransactRx will be the sole responsibility of TransactRx. TransactRx will indemnify, defend, and hold harmless Provider, its Boards and Board of Education, commissions, agents, officials and employees from and against any and all liabilities, losses, awards, settlements, claims, injuries, damages, expenses, demands, penalties, or judgments of any kind that may result to the extent caused by: (a) TransactRx's acts or omissions or (b) the breach or alleged breach by TransactRx of any representation, warranty, or covenant of TransactRx as set forth in this Agreement.

14. **Representations and Warranties**.

a. TransactRx represents and warrants to Provider that TransactRx will provide the TransactRx Services in accordance with the terms of this Agreement.

b. EXCEPT AS EXPRESSLY STATED HEREIN TRANSACTRX PROVIDES THE TRANSACTRX SERVICES "AS IS", AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED,

IMPLIED OR STATUTORY, INCLUDING, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, WITH RESPECT TO ANY OF THE FOREGOING. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER SPECIAL DAMAGES SUCH AS, BUT NOT LIMTED TO, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

15. **Limitation of Liability**.

A. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL TRANSACTRX BE LIABLE TO PROVIDER FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT (EVEN IF TRANSACTRX HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES).

b. IN ANY EVENT NEITHER PARTY'S AGGREGATE LIABILITY HEREUNDER FOR ANY AND ALL CLAIMS ARISING HEREUNDER OR AS A RESULT HEREOF SHALL EXCEED THE TOTAL AMOUNT OF NET FEES PAID BY PROVIDER FOR THE APPLICABLE TRANSACTRX SERVICES FOR THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

16. **Ownership.** Provider acknowledges and agrees that TransactRx claims and reserves all rights afforded to TransactRx under all applicable intellectual property laws in all TransactRx Services and TransactRx Materials, including without limitation TransactRx Confidential Information furnished to Provider or its Representatives in connection with this Agreement. The Agreement shall not affect any transfer of right, title, or interest in or to any such TransactRx Service or Confidential Information, and Provider agrees that it shall not assert any right, title, or interest in or to any such TransactRx Service or Confidential Information. Ownership rights to all data and information submitted to Data Processor or TransactRx in connection with this Agreement shall vest in TransactRx.

17. **Confidential Information.**

a. Provider shall utilize reasonable security controls to protect the System which are no less stringent than those Provider uses to protect its own proprietary rights. Provider agrees that all data submitted to TransactRx for processing and all output provided by TransactRx shall be delivered and transported to and from Provider at its sole risk, cost and expense.

b. Provider and TransactRx agree that all patient related data transmitted between Provider and TransactRx shall be treated as confidential so as to comply with all Laws regarding the confidentiality of healthcare records, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and amendments thereto, and/or is prudent in accordance with applicable industry standards. Provider agrees to execute any documents reasonably necessary for Provider, TransactRx and/or a Payer to comply with HIPAA. Provider agrees never to provide patients' information resulting from the use of TransactRx Services to others for Provider's pecuniary gain. Nothing herein is meant, however, or shall be construed, to limit the rights of TransactRx, or the rights of governmental authorities, to inspect and copy any accounting, administrative, or Covered Individual records maintained by Provider pursuant to the audit provisions of this Agreement.

c. Provider agrees that all terms contained herein and within any other agreement between TransactRx and Provider, and all pricing, programs, services, business practices, any information or materials provided to Provider prior to the execution of this Agreement, and procedures of TransactRx and Payers are confidential and/or proprietary. Provider agrees to maintain the confidential nature of such materials and not to disclose the terms and conditions contained herein or contained in any other agreement with TransactRx or any pricing, programs, services, business practices, procedures of TransactRx or Payers or any other confidential information or materials, without the express written consent of TransactRx or the applicable Payer, unless such information is already publicly available due to no fault of Provider or such disclosure is required to comply with any Law.

d. Provider shall promptly notify TransactRx if it becomes aware of any use of confidential information or data that is not authorized by TransactRx. Provider acknowledges and agrees that any unauthorized disclosure or

use of confidential and/or proprietary information or data obtained from or provided by TransactRx would cause TransactRx immediate and irreparable injury or loss that cannot be fully remedied by monetary damages. Accordingly, if Provider fails to comply with this Article 11, TransactRx is entitled to seek and obtain injunctive relief, monetary remedies, and/or such other damages as available by Law against Provider.

18. **Force Majeure and Excusable Delay**. Except as provided herein, neither party shall be liable for any Losses attributable to nonperformance arising out any "Event of Force Majeure". As used herein, "Event of Force Majeure" means an act beyond the control of a party, including without limitation, an act of any federal, state or local governmental authority, act of God, terrorism, loss of communication, delay of the other party or third parties, strike, riot, fire, flood, lightning, electrical power failure, natural disaster or other similar cause beyond the party's control. Each party shall give the other prompt notice of the occurrence of any Event of Force Majeure that is expected to cause delay hereunder, and the date of performance by any such party shall be extended for a period not exceeding the period of delay caused by the Event of Force Majeure identified in such notice. Notwithstanding any other provision in this Agreement and/or any applicable schedule(s) to the contrary, neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement and/or applicable exhibits or schedule that directly results from any failure of the other party to perform its obligations as set forth in this Agreement and/or applicable exhibits or schedule. Neither party shall be responsible to the other for interruptions or cancellations arising from non-cooperation and/or non-participation of third party information suppliers.

19. **General Provisions**

    a. Entire Agreement. This Agreement together with all schedules, attachments, exhibits, Manuals, and addenda attached hereto or incorporated herein, contains the entire Agreement between TransactRx and Provider, all of which are incorporated by reference as if fully set forth herein and referred to collectively as this "**Agreement**". Any prior oral or written agreements, promises, negotiations, or representations concerning the subject matter covered by this Agreement are terminated and of no force and effect except that all existing pricing schedules and addenda shall be incorporated into this Agreement, unless otherwise provided for in any attached Schedule to this Agreement. This Agreement will be effective and binding on the parties only if the duly authorized signatures of the parties are affixed hereto where indicated on the signature page. In the event there is a conflict between terms in this Agreement and any Service Riders or other addenda to this Agreement executed now or in the future the Service Rider or addenda terms will have priority over the terms in this Agreement.

    b. Amendments/Modifications. This Agreement may be altered or amended only with the written consent of each party hereto; Notwithstanding the foregoing, TransactRx may amend the Terms of Use as described in Exhibit E. If Provider objects to any such amendment(s), Provider may terminate this Agreement by giving TransactRx written notice of termination of this Agreement prior to the expiration of the notice period, which termination shall become effective thirty (30) days after the date of such notice of termination, or such other longer or shorter period required by Law. If Provider does not provide written notice of termination of this Agreement to TransactRx within the notice period, then Provider will be deemed to have accepted such amendment, and Provider agrees that such amendment(s) shall not require a separate signature in order to be effective.

    c. Assignment. No part of this Agreement may be assigned by either Party without the other's prior written consent, and any attempted assignment without such consent shall be void. Provided however, each party acknowledges and agrees that the other, without consent, may assign all or any part of this Agreement and/or a party's rights, privileges or duties under this Agreement to any direct or indirect parent, subsidiary, entity with substantially similar ownership or to a successor company.

    d. Third Party Agreements/Subcontractors. TransactRx may subcontract all or any part of its obligations under this Agreement to a third party provided that such subcontractor agrees to perform the services as set forth herein. Provider will be advised of such subcontracting relationships when necessary to enable Provider to perform its duties under this Agreement.

    e. Choice of Law. This Agreement shall be construed, interpreted, and governed by the Laws of the State of South Carolina, without giving effect to its conflict of laws provisions. The operation of Provider or the professional practice of Provider shall in all respects be governed by the laws of the state wherein the Provider is located and where the practice of Provider is performed.

    Notices. Any notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent via facsimile transmission or by United States first class mail or by certified or registered mail to the parties at the addresses indicated on the first page of this Agreement (or such other addresses that the parties may hereafter designate), or email address provided by Provider contact; provided however that any notice of dispute or termination by Provider must be sent by certified or registered mail to TransactRx at the address indicated on the

first page of this Agreement, with a copy sent by certified or registered mail to the following (or such other address designated by written notice of TransactRx):

f.

TransactRx
201 West Saint John Street
Spartanburg, SC 29306
Attn: CFO

With copy to

TransactRx
201 West Saint John Steet
Spartanburg, SC 29206
Attn: Legal

g. Dispute Resolution. In the event that any dispute, claim or controversy arising out of or relating to this Agreement arises between Provider and TransactRx, except for disputes deemed by TransactRx to be related to termination without cause of this Agreement, both agree to meet and make a good faith effort to resolve the dispute. If such efforts are unsuccessful, either party may commence arbitration by filing an arbitration demand with the American Arbitration Association ("AAA") or American Health Lawyers Association ("AHLA") within thirty (30) calendar days of the meeting. The dispute will be resolved through arbitration to be conducted in Spartanburg, South Carolina.

i. Any dispute subject to arbitration shall be settled by binding arbitration, strictly in accordance with this Agreement, except to the extent the dispute is required by Law to be resolved by a state or federal authority. The parties shall not have the right to participate as a member of any class of claimants pertaining to any dispute subject to arbitration hereunder, nor shall there be any authority for disputes arising hereunder to be arbitrated on a class action basis. Arbitration shall be limited only to disputes arising between Provider and TransactRx and cannot be consolidated or joined with claims of other persons who may have similar claims.

ii. The Commercial Arbitration Rules of the AAA or AHLA shall apply, using a three (3) member panel of arbitrators. Any dispute under $500,000 shall be handled by expedited procedures under the AAA or AHLA. The panel shall consist of one (1) arbitrator selected by Provider, one (1) arbitrator selected by TransactRx, and the third independent arbitrator shall be selected and agreed upon by the first two arbitrators. The parties may also use a single arbitrator, provided they mutually agree to do so and mutually agree on the choice of arbitrator. The decision of the arbitrator, if a single arbitrator is used, or the majority decision of the arbitrators, if a panel is used, shall be binding. The cost of any arbitration proceeding under this Section shall be shared equally by the parties to such dispute unless otherwise ordered by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction. In the event the dispute is required by Law to be resolved by a state or federal authority, TransactRx and Provider agree to be bound by the findings of such state or federal authority.

iii. In the event that any dispute, claim or controversy arising out of or relating to this Agreement arises between Provider and Payer, Provider shall exhaust all internal Payer administrative appeal, grievance or other dispute resolution mechanisms prior to the submission of any unresolved disputes to a third party. If such dispute resolution efforts are unsuccessful, such dispute shall be resolved by binding arbitration, in accordance with the applicable Payer's dispute resolution procedures.

iv. This Dispute Resolution provision shall survive termination of this Agreement.

h. Lawful Interpretation. This Agreement will be interpreted and performed in compliance with all laws and regulations. If this Agreement or any part hereof is found not to be in compliance with any law or regulation, then the parties shall renegotiate this Agreement for the sole purpose of correcting the non-compliance.

i. Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby.

j. Waiver. Neither the waiver by either of the parties of a breach or a default of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach or default of any of the provisions of this Agreement. A waiver by either party of strict compliance with the terms of this Agreement shall only be effective if in writing and signed by both parties hereto, and shall not be effective with respect to any prior or subsequent failure by either party to comply with any term of this Agreement.

k. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their agents, successors and permitted assigns unless otherwise set forth herein or agreed to in writing by the parties.

IN WITNESS WHEREOF, the respective authorized officers of the parties hereto have executed this Agreement as of the date indicated below, effective as of the Effective Date defined herein.

TRANSACTRX	**CITY OF WATERBURY:**
Drew Kniese	
(Signature)	*(Signature)*
Drew Kniese	
(Print Name)	*(Print Name)*
CFO	
(Title)	*(Title)*
11/04/2026	
(Date)	(Date)

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Health Dept. Contracts\POC Network Technologies, Inc. (TransactRx) CRT26-308\Drafts\TransactRx Pharmacy - City Acceptance of RL 11.2.26.docx

TransactRx Medical Service Billing
Rider To Provider Agreement

This TransactRx Medical Service Billing Rider shall be considered an integral part of the MEDICAL SERVICE BILLING AGREEMENT ("Agreement") when executed by Provider.

Provider agrees to the following Fees and additional terms related to the TransactRx Services defined in the Agreement.

1. Fees

a. Pricing

i. One Time Implementation Fee — $ 650.00 (non-refundable) for 1 # of Sites

Includes payer implementation with Medicare Part B Mass Immunizer and 3 commercial payers

ii. Medicare Enrollment Assistance — $550.00 (one-time fee, non-refundable)

☐ Check box to include service (*optional service*)

Optional Service. Includes assistance with preparation and pre-submission review of Medicare 855B Mass Immunizer enrollment application

iii. Additional Payer Setup Fee — $150.00 per Payer

iv. Transaction Fees

Accepted Claims — $ 1.50 per Accepted Claim

Accepted claims are claims that have been Accepted at TransactRx transaction platform via the Transaction Services. Includes posting of electronically received 835 ERA transactions.

Rejected Claims — $0.00 per Rejected Claim

Rejected claims are claims that have been Rejected at the TransactRx transaction platform.

Claim Reversals — $0.00 per Reversed Claim
(If reversed within 2 business days, $35.00 after 2 days)

v. Annual Renewal Fee — $425.00 per Site and $275.00 per additional site(s)

b. Invoicing. TransactRx will invoice Provider within 10 days after the last day of each month for all fees incurred during the month. Invoice will include a summary of transaction counts and other services provided during the billing period.

c. Following the initial term set forth in the Agreement, TransactRx may increase the pricing in this Rider in an amount equal to the greater of 5% or CPI for each renewal term.

By executing this Service Rider Provider acknowledges that all provisions are an integral part of the TransactRx Provider Agreement executed by the Provider.

TRANSACTRX	**CITY OF WATERBURY**
Drew Kniese	
(Signature)	*(Signature)*
Drew Kniese	
(Print Name)	*(Print Name)*
CFO	
(Title)	*(Title)*
11/04/2026	
(Date)	*(Date)*

ATTACHMENT A
TransactRx

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into as part of the Medical Services Billing Agreement between TransactRx ("Business Associate") and Provider ("Covered Entity") The Covered Entity is referred to below as "CE." The Business Associate is referred to below as "BA."

RECITALS

WHEREAS,

A. This Agreement is entered into by CE and BA for the purposes of complying with privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") as well as any applicable State Law governing privacy and confidentiality of patient's medical records.

B. CE is a covered entity as such term is defined under HIPAA, and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information (defined below).

C. This Agreement will facilitate the work of the parties. BA is a Provider of billing services. In this work, BA will come into possession and contact with personal protected health information ("PHI") of patients who will receive billed services.

NOW THEREFORE, in consideration of the promises and mutual agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.1 "Breach" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.402.

1.2 "Business Associate" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.3 "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.4 "Covered State Law" shall mean the laws of the jurisdiction in which Covered Services are performed by BA applicable to patient privacy and confidentiality of medical records.

1.5 "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.501.

1.6 "Disclosure" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.7 "Electronic Protected Health Information" or "ePHI" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.8 "Individual" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.9 "Minimum Necessary" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §§ 164.502(b) and 164.514(d).

1.10 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.11 "Protected Health Information" or "PHI" shall have the meaning given to such term in 45 C.F.R. §§ 160.103 and 164.501, and is the information created or received by BA from or on behalf of CE.

1.12 "Required By Law" shall have the meaning given to such term in 45 C.F.R. § 164.103.

1.13 "Secretary" shall have the meaning given to such term in 45 C.F.R. § 160.103.

1.14 "Security Incident" shall have the meaning given to such term under the Security Rule, including but not limited to, 45 C.F.R. § 164.304.

1.15 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

1.16 "Subcontractor" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.17 "Unsecured Protected Health Information or PHI" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.402.

1.18 "Use" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. BA, its directors, officers, Subcontractors, employees, affiliates, agents, and representatives shall use or disclose PHI (a) in connection with fulfilling its duties and obligations under this Agreement and the TransactRx Billing Services Agreement; (b) for the proper management and administration of BA; or (c) to carry out the legal responsibilities of BA.

2.2 Prohibited Uses and Disclosures of PHI. BA shall not use or disclose PHI other than as permitted or Required by Law. BA shall not use or disclose PHI in any manner that violates Covered State Law or federal laws, or would violate such laws if used or disclosed in such manner by CE.

2.3 Third Party Disclosures. BA shall obtain and maintain an agreement with each Subcontractor that has or will have access to PHI which is received from, created, or received by BA on behalf of CE, pursuant to which agreement such Subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to BA pursuant to this Agreement with respect to such PHI. BA shall also (a) obtain reasonable assurances from the Subcontractor that the PHI will be held in confidence and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and (b) obligate such person to notify BA of any instance in which PHI is used or disclosed that is not provided for in the Purchase Agreement, including incidents that constitute breaches of unsecured PHI or any security incident of which it becomes aware in which the confidentiality of the PHI has been breached.

2.4 Minimum Necessary. BA and its agents or Subcontractors shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. To the extent BA uses or discloses PHI received from, created, or received by BA on behalf of CE, BA will make reasonable efforts to limit PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

2.5 Access of Individuals to PHI.

(i) BA shall make PHI maintained by BA or its agents or Subcontractors available to CE for inspection and copying within ten (10) business days of a written request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under 45 C.F.R. § 164.524.

(ii) In the event an Individual or entity requests access to PHI from BA, BA shall forward such request to CE within five (5) business days. CE is responsible for determining what PHI shall be unavailable to the Individual pursuant to 45 C.F.R. § 164.524.

(iii) Any denial of access to PHI determined by CE pursuant to 45 C.F.R. § 164.524, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals, and/or complaints arising from denials.

2.6 Amendment of PHI.

(i) As applicable, in order to allow CE to respond to a request by an Individual for an amendment pursuant to 45 C.F.R. § 164.526, BA shall, within ten (10) business days of a written request by CE for PHI about an Individual contained in a Designated Record Set, make such PHI available to CE for so long as such information is maintained in the Designated Record Set.

(ii) In the event that any Individual requests that the BA amend his/her PHI, BA shall forward such request to CE within five (5) business days. The CE is responsible for determining what PHI is unavailable to the Individual pursuant to 45 C.F.R. § 164.526.

(iii) Any denial of an amendment to PHI determined by CE pursuant to 45 C.F.R. § 164.526, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals and/or complaints arising from denials.

(iv) As applicable, within fifteen (15) business days of receipt of a request from CE to amend an Individual's PHI in a Designated Record Set, BA shall incorporate any amendments, statements of disagreement, and/or rebuttals approved by CE into its Designated Record Set, as required by 45 C.F.R. § 164.526.

2.7 Accounting of Disclosures.

(i) In order to allow CE to respond to a request by an Individual for an accounting of disclosures of a Designated Record Set pursuant to 45 C.F.R. § 164.528, BA shall, within ten (10) business days of a CE's written request for an accounting of disclosures of PHI about an Individual, make such information available to CE. As applicable, BA shall provide CE with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and, if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure.

(ii) In the event an Individual requests an accounting of disclosures of PHI directly from BA, BA shall forward such request to CE within five (5) business days.

(iii) As applicable BA shall implement an appropriate recordkeeping process of Designated Records Sets to enable it to comply with the requirements of 45 C.F.R. § 164.528.

2.8 Subpoena or Legal Request for PHI. BA shall notify CE within five (5) business days of receipt of any request, subpoena, or other legal process to obtain PHI received from, or created or received by BA on behalf of CE. CE, in conjunction with BA, shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. The provisions of this Section 2.8 shall survive the termination of this Agreement.

2.9 Reporting Breaches, Improper Disclosures, and Security Incidents.

(i) Breaches. In the event of a Breach of any Unsecured PHI that BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of CE, BA shall report such Breach to CE immediately, but in no event more than five (5) days after discovering the breach.

(ii) Improper Disclosures. BA shall report any unauthorized or improper use or disclosure of PHI regarding the terms and conditions of this Agreement or applicable federal and state laws to CE as soon as practicable, but in no event later than five (5) business days of the date on which BA becomes aware of such unauthorized or improper use or disclosure. BA shall, in consultation with CE, mitigate to the extent practicable any harmful effect of such improper disclosures.

(iii) Security Incidents. BA shall report to CE any Security Incident of which it becomes aware within five (5) business days.

2.10 Safeguards. BA shall implement appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of BA's operations, to protect the confidentiality and security of PHI that it creates, receives, maintains, or transmits on behalf of CE and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement.

2.11 Availability of Books and Records to CE. Within fifteen (15) calendar days of a written request by CE, BA and its agents or Subcontractors shall permit CE to audit BA's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by BA on behalf of CE in order to ensure that CE and BA are in

compliance with the requirements of this Agreement, and to the extent that CE determines such examination is necessary to comply with CE's obligations pursuant to HIPAA. The availability of books and records from BA to CE is subject to the following conditions:

(i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection.

(ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of inspection.

(iii) CE shall execute a nondisclosure agreement, under terms mutually agreed upon by the parties, if requested by BA.

2.12 Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining BA's compliance with the Privacy Rule and the Security Rule. BA shall notify CE within fifteen (15) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Secretary.

3. OBLIGATIONS OF COVERED ENTITY

3.1 General Obligations. CE warrants that CE, its directors, officers, subcontractors, employees, affiliated agents, and representatives: (a) shall comply with the Privacy Rule in its use or disclosure of PHI; (b) shall not use or disclose PHI in any manner that violates applicable federal and Covered State Laws; (c) shall not request BA to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by CE; and (d) may request BA to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.

3.2 Breach. CE shall provide notice to BA of any pattern of activity or practice of BA that CE believes constitutes a material breach or violation of the BA's obligation under the Purchase Agreement or this Agreement within five (5) calendar days of discovery and shall meet with BA to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3.3 Notice of Privacy Practices. CE will notify BA of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI. CE shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

3.4 Notification of Changes Regarding Individual Permission. CE shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI. CE shall provide such notice no later than fifteen (15) days prior to the effective date of the change.

3.5 Notification of Restrictions to Use or Disclosure of PHI. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI. CE shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.

3.6 Permissible Requests by CE. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE, except as permitted pursuant to Section 2.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the date of Mayoral execution and shall continue, unless earlier terminated pursuant to the terms and conditions herein, until the expiration of the TransactRx Billing Services Agreement of equal date hereof (the "Term").

4.2 Effect of Termination. Upon termination of the Purchase Agreement prior to the Closing Date for any reason, BA shall return or destroy all PHI that BA or its agents or Subcontractors maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by BA, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI impractical. All destruction shall be in accordance with HIPAA, the HITECH Act, and applicable state law.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance. BA shall not commence work under this Contract until all insurance required under this Section has been obtained by BA and such insurance has been approved by the CE. BA 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 CE. 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.

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

5.1.2. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages. 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 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.

5.1.3. 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 BA:

5.1.3.1 General Liability Insurance:
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

5.1.3.2 Excess/Umbrella Liability:
$1,000,000 each Occurrence
$1,000,000 Aggregate

5.1.3.3 Professional Liability/E&O:
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

5.1.3.4 Cyber/Privacy/Network:
$1,000,000 per Loss
$1,000,000 Aggregate

5.2 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Agreement by BA, its employees, agents, or Subcontractors.

6. MISCELLANEOUS

6.1 Amendment. The parties agree to take such action to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA, other federal law, or Covered State Law.

6.2 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device, and shall be effective on the earliest of: (a) on the day when personally served, including delivery by overnight mail and courier service; (b) on the third day after its deposit in the United States mail; or (c) on the business day of confirmed transmission by telecommunications device. The addresses of the parties hereto (until notice of a change thereof is served as provided in this Section 6.2) shall be as follows:

If to BA:

TransactRx.
201 West Saint John Street
Spartanburg, SC 29306
Attn: Compliance Officer

If to CE:
City of Waterbury
Department of Public Health
185 South Main Street, 3rd Floor
Waterbury, CT 06706

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

6.3 Disclaimer. BA makes no warranty or representation that compliance by BA with this Agreement, HIPAA, or the HITECH Act will be adequate or satisfactory for CE's own purposes. CE is solely responsible for all decisions made by CE regarding the safeguarding of PHI.

6.4 No Third-Party Beneficiaries. Except as expressly provided for in the Privacy Rule, there are no third party beneficiaries to this Agreement.

6.5 Effect on TransactRx Billing Services Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the TransactRx Billing Services Agreement shall remain in force and effect.

6.6 Interpretation. This Agreement and the TransactRx Billing Services Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and/or Covered State Law. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act or Covered State Law, as appropriate. State regulations under Covered State Law will prevail if and when they are more stringent than Federal regulations.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to its choice of law or conflicts of law rules and decisions.

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Ryan D. Bushka, Assistant Project Manager, Engineering

Date: November 5, 2026

Re: **Board of Aldermen Approval Request / Engineering Department Executive Summary** – Construction Contract for Congress Ave Wall at Washington Ave Project between the City of Waterbury and Dayton Construction Company, Inc.

The Engineering Department respectfully requests your approval of the above-referenced Contract for the Congress Ave Wall at Washington Ave Project between the City of Waterbury and Dayton Construction Company, Inc (Dayton).

This Contract was initiated under the Request for Proposal process (RFP #8918). There were three (3) responses to the Request for Proposal; Dayton Construction Company, Inc., Black & Warner Construction Co., and Dagraca Masonry LLC. After review of the submissions, the Selection Committee requested that further negotiations be conducted with Dayton. This selection was based on a number of factors, including a thorough evaluation and review of all proposals submitted. Based upon Dayton's experience with the work required and were the lowest bidder, the Selection Committee recommended that this work be awarded to Dayton. (see attached October 26, 2026 Selection Committee Award Recommendation which lists all committee members).

This project will construct a parapet wall with simulated stone masonry, at the back of sidewalk on Congress Avenue to help prevent cars from going over the wall onto lower Washington Avenue, and to protect pedestrians. Install black metal hand-railings, replace 3 sets of granite steps with new concrete steps, replace the concrete ramp, widen the concrete sidewalk and miscellaneous roadway reconstruction. All work and services will be performed per plans and specifications. The work will be supervised by the Engineering Department.

The project will have a one-year Contractor Warranty for materials, workmanship and installation. The Contractor shall reach Final Completion of all work and services required by this Contract on or before June 30, 2027.

The amount of the Contract shall not exceed $440,000.00 and is being funded by a state grant for roadway improvements.

Accordingly, attached for your review and consideration are copies of the proposed Contract, the Selection Committee's Award Recommendation, Dayton's Price Proposal, Disclosure and Certification of Obligations Affidavit and the Tax Clearance issued by the Office of Tax Collections.

Please note further that one "record copy" of the Construction Documents, including the Contract and Plans and Specifications, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/rdb
Attachment

cc: Attorney Joseph P. Yamin, via email, w/o attachment.
File: C277

City of Waterbury

Public Works Department

Engineering

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Kevin McCaffery, Director of Purchasing

From: Ryan Bushka, Assistant Project Manager

Date: October 26, 2026

Re: **RFP #8918 for Congress Ave Wall at Washington Ave** (C277) - Selection Committee Award Recommendation of Dayton Construction Co., Inc.

Responses to Request for Proposals #8918 for Congress Ave Wall at Washington Ave were received from three (3) Proposers and reviewed by a Selection Committee comprised of the following three (3) members:

Roy Cavanaugh, City Engineer
Vincent Caterino, Assistant City Engineer
Ryan Bushka, Assistant Project Manager

Subsequent to a comprehensive review of all submitted documentation, an interview and conducting negotiations with the lowest bidder, the Selection Committee unanimously voted to award the Project to Dayton Construction Co., LLC.

Accordingly, kindly issue the appropriate notification to Dayton Construction Co., LLC, with a copy to the Corporation Counsel and the Engineering Department.

If you have any questions or require additional information concerning this matter, please feel free to contact me at your earliest convenience.

Thank you.

Ryan Bushka
Assistant Project Manager
RDB
Cc: Selection Committee Members, via email

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 11/5/2026

From: **Delinquent Tax Office**

To: **Ryan Bushka- Project Manager**
Public Works

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.

Dayton Construction Company, Inc.
Matthew & Ryan Dayton
146 Bunker Hill Rd.
Watertown, CT 06795

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

CONSTRUCTION CONTRACT
for
CONGRESS AVE WALL AT WASHINGTON AVE
between
The City of Waterbury, Connecticut
And
DAYTON CONSTRUCTION COMPANY, 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 DAYTON CONSTRUCTION COMPANY, INC. located at 146 BUNKER HILL ROAD, WATERTOWN, CT 06795, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8918** for **CONGRESS AVE WALL AT WASHINGTON AVE** and;

WHEREAS, the City selected the Contractor for **RFP Number 8918** and;

WHEREAS, the City desires to obtain the Contractor's services for **CONGRESS AVE WALL AT WASHINGTON AVE** 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 **CONGRESS AVE WALL AT WASHINGTON AVE** as detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8918** (acknowledged by the Contractor as having been received);

1.1.2 **RFP Number 8918** Addendum #1, dated September 3, 2026 and consisting of 2 page (attached hereto);

1.1.3 Contractor's Proposal consisting of 48 pages (incorporated by reference), Contractor's Price Proposal, dated September 16, 2026 and consisting of 6 pages submitted in response to **RFP Number 8918**, and Contractor's 1 page Revised Price Proposal, dated October 16, 2026 (attached hereto);

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

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Technical Specifications consisting of 46 pages (attached hereto);

1.1.8 Drawings titled "Congress Avenue Wall", prepared by SLR, dated August 06, 2026 and consisting of 7 sheets; (attached hereto);

1.1.9 Special Conditions (Article 1 – Article 22) consisting of 15 pages (attached hereto);

1.1.10 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.11 State Wage Rates (attached hereto);

1.1.12 CHRO Documentation (attached hereto);

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

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

1.1.15 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 and 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 laws and regulations
1.2.2 State, and local laws, regulations, charter and ordinances
1.2.3 Contract Amendment(s) and Change Orders
1.2.4 Contract
1.2.5 Contractor's Price Proposal
1.2.6 Special Conditions
1.2.7 General Conditions
1.2.8 Drawings
1.2.9 Technical Specifications

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other

responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 8918** (collectively "Proposal Documents");

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

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

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

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

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on

Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice

by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

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

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

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

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

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

3.15. 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 Municipal Grants-In-Aid (MGIA) grant funding (CT Public Act 25-174, Section 55) and Contractor shall comply with all MGIA requirements, including but not limited to those provided in Section 12.4, Section 13.3, and **"Non-Discrimination Contract Language"**, dated REV 07-01-2026, 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 by **June 1, 2027** and shall reach Final Completion of all work and services required under this Contract by **June 30, 2027** (hereinafter referred to as "Contract Time"):

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which

the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

5.3.1 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.

5.3.2 DELAY CLAIMS DUE TO INABILITY TO PROCURE MATERIALS IN A TIMELY MANNER WILL NOT BE ACKNOWLEDGED OR ACCEPTED.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **FOUR HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS ($440,000.00)** (hereafter

referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Revised Price Proposal, dated and consisting of __ pages), which is summarized below:

i. $ 40,000.00....(Bid Items #1 – Structural Demolition)
i. $ 15,000.00....(Bid Items #2 – Roadway Reconstruction)
i. $ 2,750.00....(Bid Items #3 – Removal of concrete sidewalk)
i. $ 40,000.00....(Bid Items #4 – Concrete Sidewalk)
i. $ 90,000.00....(Bid Items #5 – Concrete Retaining Wall)
i. $ 11,250.00....(Bid Items #6-Simulated Stone Masonry)
i. $ 66,000.00....(Bid Items #7- Steel Raining and Handrail)
i. $ 43,000.00....(Bid Items #8-Maintenance and Protection of Traffic)
i. $ 38,000.00....(Bid Items #9 - Mobilization)
i. $ 50,000.00....(Bid Items #10 – Concrete Steps)
i. $ 4,000.00....(Bid Items #11 – Apply Sika Thorseal)
$400,000.00

And, an Owner Controlled Contingency Allowance in the amount of $40,000.00 only to be used with the prior written consent of the City Engineer or his designee.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.2.1 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 8918** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed. Additionally, during the 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 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.

11.4.5 Contractor's Pollution Liability Insurance:
$1,000,000.00 each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous Materials, including asbestos and Lead.

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

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

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies 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, as amended by Public Act 25-168, and as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Awarding agency" means a state agency or political subdivision of the state, including a municipality or quasi-public agency.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (i) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (ii) have the power to direct the management and policies of the enterprise, and (iii) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees, where such funding equals one hundred fifty thousand dollars or more.

iv. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business

in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, **amended by Public Act 25-168, and as may be amended from time to time,** if the public works contact awarded to the Contactor is funded as provided in 12.4.3 below.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the public works contact, is funded in whole or in part by the State of Connecticut, and is equal to, or 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 $350,000.00 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 29.39%. The MBE goal for this project is 15.51%. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

12.4.5 No Affiliated Subcontracting to Satisfy Goal. The Contractor shall not subcontract with an affiliated person or entity in violation of Conn. Gen. Stat. § 4a-60g. An affiliated contractor or subcontractor shall not be credited toward the City's spending-allocation goals where such credit is prohibited by law.

12.4.5.1 Changes in Subcontractors. The Contractor shall not replace, terminate, materially reduce the work of, or otherwise alter the participation of a small contractor or minority business entity identified for purposes of satisfying a spending allocation goal without providing the City with prior written notice and satisfying all requirements imposed by the Commission on Human Rights and Opportunities and applicable law. The Contractor shall document good-faith efforts to replace any subcontractor with another qualified certified contractor where required by law or the Commission on Human Rights and Opportunities**.**

12.4.6 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside program requirements, including, but not limited to, good faith efforts plan and compliance report submissions, shall be a material breach of this Contract. If required by the City, the Contractor shall provide the City with evidence of submission and disposition of all required State of Connecticut Set-Aside programs reports.

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.

(g) The contractor shall include the provisions of subsections (b) and (c) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities.

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. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2**.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of

this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services 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 8918** and **(ii)** the Contractor's response to **RFP Number 8918**. Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: DAYTON CONSTRUCTION COMPANY, INC.
146 BUNKER HILL ROAD
WATERTOWN, CT 06795

City: City of Waterbury
c/o Engineering Department
185 South Main Street, 5th Floor
Waterbury, CT 06706

With copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder or Proposer is to submit a bid or Proposal 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 and includes, but is not limited to, documentation being provided by the Contractor as provided in General Conditions Article 107.3.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.13 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Engineering Department.**

[Signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

DAYTON CONSTRUCTION COMPANY, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8918** (acknowledged by the Contractor as having been received);

1.1.2 **RFP Number 8918** Addendum #1, dated September 3, 2026 and consisting of 2 page (attached hereto);

1.1.3 Contractor's Proposal consisting of 48 pages (incorporated by reference), Contractor's Price Proposal, dated September 16, 2026 and consisting of 6 pages submitted in response to **RFP Number 8918**, and Contractor's 1 page Revised Price Proposal, dated October 16, 2026 (attached hereto);

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

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Technical Specifications consisting of 46 pages (attached hereto);

1.1.8 Drawings titled "Congress Avenue Wall", prepared by SLR, dated August 06, 2026 and consisting of 7 sheets; (attached hereto);

1.1.9 Special Conditions (Article 1 – Article 22) consisting of 15 pages (attached hereto);

1.1.10 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.11 State Wage Rates (attached hereto);

1.1.12 CHRO Documentation (attached hereto);

1.1.16 Any and all amendment(s) and Change Orders issued by the City after

execution of Contract (incorporated by reference);

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

1.1.18 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 07-01-2026, attached hereto and incorporated herein.

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.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

September 3, 2026

RFP 8918 Parapet Wall Replacement at Congress Ave & Washington Ave

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 #8918**.
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.

The Contract Documents are hereby amended as follows:

Please refer to the questions and answers below.

Question: Will you be posting sign in sheet from Mandatory Pre Bid Meeting?
Answer: Please see attached.

Question: Standard Bid Bond acceptable or can you provide a clean copy removing "sample"
Answer: A standard bid bond or certified check are acceptable.

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

WATERBURY

Engineering Department

Congress Ave Wall at Washington Ave
Pre-Bid Meeting Sign-In Sheet

Date: Monday, August 31, 2026
Time: 10:00 AM
Location: On-Site

Name	Company	Telephone	E-mail Address
Peter Poirier	G. Donovan Associates	860-642-0700	bonnie@gdonovan.com
Perci Dabraca	DaGraca Masonry LLC	203-589-3301	dagracamasonry@gmail.com
Matt Dayton	Dayton Construction Corp	860-274 2948	Bids@Dayton-Construction.com
Edgard Warner Jr	Black Wall Decks	860-873-9[illegible]	
Nick Marcini	NJR Construction	203-[illegible]-5337	Nick@NJRconstruction.net
Jonathon Delisa	VUV Industries Corp	914-717-0729	JohnD@VUVIndustriesCorp.com
Kyle Schultz	Schultz Corporation	860-302-3261	KyleS@Schultzcorp.com

RFP #7810

ATTACHMENT E

Schedule of Items

DAYTON
CONSTRUCTION
CO., INC.
WATERTOWN
BUILDING CONNECTICUT'S ROADS AND BRIDGES SINCE 1959

Congress Avenue Wall
Waterbury, Connecticut
SLR Project No. 50877.00001

CITY OF WATERBURY, CONNECTICUT

PROPOSAL FORM
REPLACEMENT OF RETAINING WALL AND STAIRS

PROPOSAL # 50877.00001

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY

RFP #8918

ATTACHMENT E - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: September 16, 2026

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

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Dayton Construction Company, Inc.
(Print or Type Company/Corporate Name)

146 Bunker Hill Road, Watertown, Connecticut 06795
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page(s)]

Congress Avenue Wall
Waterbury, Connecticut
SLR Project No. 50877.00001

Summary of Item Descriptions

1. STRUCTURE DEMOLITION

This item shall include all work associated with the removal of all existing site features; including but not limited to the existing retaining wall, granite steps, concrete stairs, and steel railing. This item shall also include all coordination with utility companies, protection and temporary support of all existing utilities.

This item shall be based on a lump sum value and paid based on the percentage of work completed and accepted as determined by the Engineer.

2. ROADWAY RECONSTRUCTION

This item shall include all roadway work per the Contract Documents. This works includes all materials, equipment, and labor to cut and remove existing pavement and to remove existing curbing. Also included shall be all earth excavation, disposal of materials, and formation of subgrade.

This works includes all materials, equipment, and labor to furnish, place and compact subbase, processed aggregate base, and bituminous concrete pavement, including tack coat.
This work includes all materials, equipment, and labor to construct bituminous concrete curbing in accordance with the Contract Documents.

This work includes all materials, equipment, labor, and incidentals to furnish and install retroreflective epoxy resin pavement markings of the width and color specified in the Contract Documents, at the locations indicated, and in accordance with the Contract Documents.

This work includes furnishing roadway luminaire and coordination with the Town, in accordance with the Contract Documents.

This item shall be based on a lump sum value and paid based on the percentage of work completed and accepted as determined by the Engineer.

3. REMOVAL OF CONCRETE SIDEWALK

This item shall include all work associated with the removal of all existing sidewalks and ramps.

This item shall be based per square yard value complete and paid based on the percentage or work completed and accepted as determined by the Engineer.

4. CONCRETE SIDEWALK

This item shall all include all materials, equipment, and labor to complete in place of concrete sidewalk and ramps, per the Contract Documents.

This item shall be per square foot value and paid based on the percentage or work completed and accepted as determined by the Engineer.

5. CONCRETE RETAINING WALL

This item shall include all work associated with the installation of proposed concrete retaining wall.

This item shall include all materials, equipment, labor, and incidentals in accordance with the Contract Documents, including excavation, PCC04462 concrete, reinforcing steel, drilling and grouting anchors, backfilling, cleaning of ex. wall, application of sealant, and other incidental work.

This item shall be based on a lump sum value completed and paid based on the percentage or work completed and accepted as determined by the Engineer.

6. SIMULATED STONE MASONRY

This item shall include all materials, equipment, labor, and incidents to furnish and install simulated stone masonry in accordance with the Contract Documents.

This item shall be based on per square yard value completed and paid based on the percentage or work completed and accepted as determined by the Engineer.

7. STEEL RAILING AND HANDRAIL

This item shall include all materials, equipment, labor, and incidents to furnish and install Steel Railing and Handrail in accordance with the Contract Documents including drilling and grouting anchor bolts and other incidental work.

This item shall be based on a per linear foot value and paid based on the percentage of work completed and accepted as determined by the Engineer.

8. MAINTENANCE AND PROTECTION OF TRAFFIC

This item shall include all materials, equipment, labor, and incidentals to furnish and install all temporary and permanent signs, temporary precast concrete barrier curb in accordance with the Contract Documents, including metal signposts and hardware.

This item shall be based on a lump sum value and paid based on the percentage of work completed and accepted as determined by the Engineer.

9. MOBILIZATION

The work under this item shall include all personnel, materials, equipment, and labor for the movement of all the contractor's field offices, buildings, facilities, and equipment to and from the

project site as necessary for the performance of the work. This item shall also include permits, quality control, material testing and certification, as-built drawings, bonds, and insurance as may be required. This item shall also include all site clean-up and restoration.

This item shall be based on a lump sum value and paid based on the percentage of work completed and accepted as determined by the Engineer.

10. CONCRETE STEPS

This item shall include all materials, equipment, labor, and incidentals to furnish and install all Concrete stairs and cheekwalls in accordance with the Contract Documents.

This item shall be based on a lump sum value and paid based on the percentage of work completed and accepted as determined by the Engineer.

11. APPLY SIKA THOROSEAL

This item shall include all materials, equipment, labor, and incidentals to furnish and apply Sika Thoroseal on wall faces as shown on the Contract Documents.

This item shall be based on a lump sum value and paid based on the percentage of work completed and accepted as determined by the Engineer.

The above Summary of Item Descriptions provides a general description of the work shown on the Contract Drawings and described in the Specifications and is intended to include all equipment, materials and labor necessary for the completion of the work. Although the above descriptions may be limited, the Summary of Item Descriptions, as defined, shall include all costs associated with performing the work.

Congress Avenue Wall
Waterbury, Connecticut
SLR Project No. 50877.00001

SCHEDULE OF ITEMS

ITEM	ITEM DESCRIPTON	UNIT	QTY	UNIT PRICE (Figures)	EXT TOTAL (Figures)
1	Structure Demolition	LS	1	40,000.00	40,000.00
2	Roadway Reconstruction	LS	1	15,000.00	15,000.00
3	Removal of Concrete Sidewalk	SY	110	25.00	2,750.00
4	Concrete Sidewalk	SF	1000	40.00	40,000.00
5	Concrete Retaining Wall	LS	1	90,000.00	90,000.00
6	Simulated Stone Masonry	SY	75	150.00	11,250.00
7	Steel Railing & Handrail	LF	210	755.00	158,550.00
8	Maintenance and Protection of Traffic	LS	1	47,000.00	47,000.00
9	Mobilization	LS	1	38,000.00	38,000.00
10	Concrete Steps	LS	1	50,000.00	50,000.00
11	Apply Sika Thoroseal	LS	1	4,000.00	4,000.00
1-11	**TOTAL BASE BID (in Figures)**				496,550.00

06-0744098
Social Security Number
or Federal Identification Number

Dayton Construction Company, Inc.
Signature of Individual or
Corporate Name

Dayton Construction Company, Inc.
Company Name

Corporate Officer
(if applicable)

By: Matthew C. Dayton, President
(Title)
146 Bunker Hill Road
(Business Address)

Watertown, Connecticut 06795
(City, State, Zip Code)

Date: September 16, 2026

Email: matt@dayton-construction.com
bids@dayton-construction.com

Congress Avenue Wall
Waterbury, Connecticut
SLR Project No. 50877.00001

SCHEDULE OF ITEMS

ITEM	ITEM DESCRIPTON	UNIT	QTY	UNIT PRICE (Figures)	EXT TOTAL (Figures)
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2	Roadway Reconstruction	LS	1	15,000.00	15,000.00
3	Removal of Concrete Sidewalk	SY	110	25.00	2,750.00
4	Concrete Sidewalk	SF	1000	40.00	40,000.00
5	Concrete Retaining Wall	LS	1	90,000.00	90,000.00
6	Simulated Stone Masonry	SY	75	150.00	11,250.00
7	Steel Railing & Handrail	LF	110 ~~210~~	600.00 ~~755.00~~	66,000.00 ~~158,550.00~~
8	Maintenance and Protection of Traffic	LS	1	43,000.00 ~~47,000.00~~	43,000.00 ~~47,000.00~~
9	Mobilization	LS	1	38,000.00	38,000.00
10	Concrete Steps	LS	1	50,000.00	50,000.00
11	Apply Sika Thoroseal	LS	1	4,000.00	4,000.00
1-11	**TOTAL BASE BID (in Figures)**				~~496,550.00~~

REVISED BASE BID 10/16/2026: 400,000.00

06-0744098
Social Security Number
or Federal Identification Number

Dayton Construction Company, Inc.
Signature of Individual or
Corporate Name

Dayton Construction Company, Inc.
Company Name

Corporate Officer
(if applicable)

By: Matthew C. Dayton, President
(Title)
146 Bunker Hill Road
(Business Address)

Watertown, Connecticut 06795
(City, State, Zip Code)

Date: September 16, 2026
Revised October 16, 2026

Email: matt@dayton-construction.com
bids@dayton-construction.com

RFP # 8918

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

ITEM 0024116A	STRUCTURE DEMOLITION
ITEM 0027380A	STEEL HANDRAIL
ITEM 0601091A	SIMULATED STONE MASONRY
ITEM 0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC
ITEM 1.09R	OWNER CONTROLLED CONTINGENCY ALLOWANCE
ITEM 9.70R-1	TRAFFIC PERSON (MUNICIPAL POLICE OFFICER)
ITEM 9.70R-2	TRAFFIC PERSON (UNIFORMED FLAGGER)

INTRODUCTION TO SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, and latest supplements is hereby made part of this contract. The Standard Specifications as defined below shall apply to the various items of work which constitute the construction contemplated under this Contract except as amended, supplemented or replaced by the Special Provisions of this Contract and as described herein.

Within the Standard Specifications and Special Provisions of this Contract, the following definitions shall apply:

1. Standard Specifications: Shall mean the State of Connecticut Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, dated 2024, and latest supplements.

   CTDOT, District, State, Department, Commissioner
   Town of Cheshire or its Engineer, Project Manager, Inspector or other authorized representative or agent of the Owner.

   Inspector/Engineer
   Engineer, Project Manager, Inspector or other authorized representative or agent of the Owner.

   Laboratory
   Contractor responsible for conducting and paying for all testing required. Laboratory shall be CTDOT approved.

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", the State of Connecticut Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirement.

3. Items: Reference within the text of these Specifications to Items without a number but a title only, are Technical Specification Items within this Contract. Sections or Articles referred to with a number refer to the Standard Specifications defined above.

4. Local Regulatory Agency(ies): is defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the Scope of this Contract. They may be as specifically defined within the Special Conditions or Special Provisions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract and should be cognizant of the limit of jurisdiction within the project area.

5. These Specifications, where used in the text shall be inclusive of all Standard Specifications and Special Provisions of this Contract.

Payment will only be made for items in the Bid Proposal. Other items may be included in the Standard Specifications or Special Provisions but payment for those items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal Items may have alphanumeric designations consistent with applicable sections or articles in the Standard Specifications or Special Provisions.

In the case of any conflicts between the Agreement, Special Provisions, Drawings, and Standard Specifications, the order of governance in order of descending authority shall be as follows:

1. Agreement, 2. Special Provisions, 3. Drawings, 4. Standard Specifications.

ITEM #0024116A – STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent of structure demolition work is indicated on the demolition drawings, general construction drawings and in the specifications of the related disciple.

B. Types of Demolition Work: Structure Demolition requires the selective removal and subsequent offsite disposal or reuse of the following:

1. Existing wall and ramp.

2. Existing stairs.

3. Existing metal railings.

4. All other existing material and equipment required to be removed for the complete installation of the new requirements indicated in the contract documents.

C. The General Contractor is responsible to repair any damage or disturbed areas caused by demolition actives not specified to receive new materials and finishes.

1.2 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Form 819 (2024) and supplemental specifications dated July 2025.

B. Schedule of selective demolition activities to be coordinated with City of Waterbury indicating the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.

2. Interruption of utility services.

3. Coordination for shutoff, capping, and continuation of utility services.

4. Temporary safety fence to prevent the general public from entering the areas to be demolished.

C. Inventory of items to be removed and salvaged.

1.3 JOB CONDITIONS

A. Structure Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

1. Storage or sale of removed items on site will not be permitted.

B. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

PART 2 - PRODUCTS

A. Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

2. Use materials whose installed performance equal or surpasses that of existing materials.

B. MATERIALS OWNERSHIP:

1. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

PART 3 - EXECUTION

3.1 INSPECTION

A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions and equipment which could be misconstrued as damage resulting from selective demolition work prior to starting demolition or other work.

3.2 DEMOLITION

A. Perform structure demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

1. Demolish concrete and masonry in small sections. Cut concrete and masonry full depth of member at junctures with construction to remain using power-driven diamond coated chain saw, masonry saw or hand tools.

2. Locate demolition equipment within reach of structure and promptly remove debris to avoid imposing excessive loads on supporting floors, framing or pile supports.

3. All demolition debris must be covered when being transported off the site.

3.3 DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. The general contractor shall be responsible to remove all equipment from the site and properly dispose of the materials after all systems are terminated and made safe by the trade contractors. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with structure demolition systematically, from higher to lower level. Complete selective demolition operations above before disturbing supporting members below.

2. Neatly cut edges to remain and openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Remove structural framing members and place on adjacent ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Reuse of Building Elements: Project has been designed to reuse existing structures that are being partially demolished. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

3.4 STRUCTURE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete full depth at junctures with construction to remain. Neatly trim openings to dimensions indicated.

B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.5 DISPOSAL OF DEMOLISHED MATERIALS:

A. Remove debris, rubbish and other materials resulting from demolition operations from site. Transport and legally dispose of materials off site.

1. Burning of removed materials is not permitted on project site.

2. Do not allow demolished materials to accumulate on-site.

3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

4. Remove debris from elevated portions of structure by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

5. Disposal: Transport demolished materials off Owner's property and legally dispose of them

3.6 PATCHING AND REPAIRS

A. Selective Demolition Contractor is responsible to repair and damaged or disturbed areas not specified to receive new materials or finishes. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

D. Closely match texture and finish of existing adjacent surface. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

PART 4 – MEASUREMENT AND PAYMENT

4.1 The measurement of Structural Demolition will not be measured for payment.

4.2 The payment will be made based on the Lump Sum bid price for this item which shall include the cost of furnishing all labor, equipment and materials necessary to complete the work and disposal of the debris. Any repair or replacement of damaged concrete areas outside the limits of the work shall be done at no cost to the owner.

Pay Item	Pay Unit
Structure Demolition	L.S.

ITEM #0027380A – STEEL HANDRAIL

General

1.1 WORK INCLUDED

A. Provide all materials, equipment and services necessary to furnish and deliver work of this Section as shown on the Drawings. As specified, and as required by job conditions including, but not limited to the following:

1) Pipe railing

1.2 QUALITY ASSURANCE

A. Codes and Standards: All materials and construction methods shall conform to the latest edition of the State of Connecticut Department of Transportation "Standard Specification for Roads, Bridges and Incidental Construction", Form 819, unless otherwise specified herein. In the case of conflicting requirements, the more stringent shall apply.

B. Workmen – All workmen shall be thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

C. All railings shall conform to specified ASTM standards.

D. All steel work shall conform to the latest edition of the American Institute of Steel Construction, Inc. “Manual of Steel Construction.”

E. All welding shall be performed by welders, tackers and welding operators who have been qualified in the last six (6) months by test as prescribed in the Code for Welding in Building Construction of the American Welding Society.

1.3 SUBMITTALS

A. In accordance with the General Requirements, submit samples, materials certifications, and manufacturer’s product data and test reports as herein required.

B. Shop drawings for pipe railings – Indicate profiles, sizes, connections attachments, anchorage, size and type of fasteners and accessories. Design calculations sealed by a Professional Engineer registered in the State of Connecticut.

C. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence.

D. Shop drawings showing location of fence, each post, and details of post installation, hardware, and accessories.

1.4 REFERENCES

A. ASTM A53 – Hot-dipped, zinc coated, welded and seamless steal pipe.

B. ASTM A500 – Cold formed welded and seamless carbon steel structural tubing in round and shapes.

C. ASTM A123 – Zinc (hot-dip galvanized) coating on iron and steel products.

Materials

2.1 STEEL RAILING SYSTEM

A. Pipe – ASTM A53, Grade B Schedule 40 or ASTM A500, Grade B.

B. Splice Connectors – Steel welded collars.

C. Design Requirements – Railing assembly and attachments to resist lateral force of 200 pounds at any point without damage or permanent set.

D. Fabrication:

1) Fit and shop assemble components in largest practical sizes for delivery to site.
2) Fabricate components with joints tightly fitted and secured.
3) Continuously seal joined pieces by continuous welds.
4) Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush and hairline. Ease exposed edges to small uniform radius.
5) Accurately form components to suit wall geometry.

Construction Methods

3.1 STEEL RAILING

A. Verify measurements in field. Notify the Engineer in writing, with a copy to the Owner, of any discrepancies between plan and field dimensions which would adversely affect the installation of any railings.

1) Before starting work, examine adjoining work to which these items fit, connect. Arrange for any necessary corrective work before attaching. All corrective work must be done with the approval of the Owner.

B. Coordinate sizes and locations of all items required for the installation of work by other trades.

C. Preparation

    1) Clean and strip primed steel items to bare metal where site welding is required.

D. Installation

    1) Install components plumb and level, accurately fitted, free from distortion or defects.

E. Erection Tolerances

    1) Maximum variation from Plumb: ¼ inch.
    2) Maximum offset from true alignment: ¼ inch.

F. Erection shall be in accordance with the latest edition of the AISC, "Manual of Steel Construction."

G. Coordinate all work with respective trades to provide for smooth progression of work.

H. Install all remaining items not furnished to other trades for installation.

I. All field welds and serious abrasions to the shop coat shall be spot primed with the same material used for the shop coat.

J. Adjust and Clean

    1) At completion of work, the subcontractor shall remove all surplus materials and debris resulting from the operation, leaving everything in a complete and satisfactory condition.

Method of Measurement:

This work shall be measured for payment by the Linear Foot of the railing as installed within the neat lines as shown on the plans, or as ordered by the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price per Linear Foot for "Steel Handrail", complete in place, which price shall include rails, hardware, all equipment, and all other tools and labor incidental thereto.

Concrete shall be paid for under the item that it is being formed, headwalls, wingwalls, etc.

Pay Item	Pay Unit
Steel Handrail	LF

ITEM #0601091A – SIMULATED STONE MASONRY

Description:

This item shall consist of furnishing and installing textured and colored formed concrete surfaces using simulated stone molds (form liners) and a color staining system designed to duplicate closely the appearance of natural stone as described herein of the type and size called for on the plans, including accessories and hardware and in accordance with these specifications. The architectural form liner simulated stone masonry shall be monolithically formed with the concrete.

Materials:

1. Quality of Work: The process of form lining, texturing and color staining of the hardened concrete shall be performed in strict accordance with the manufacturer's written recommendations and as approved by the Engineer.

2. The design and pattern of form lined concrete surfaces shall follow the layout shown on the contract plans and the manufacturer's standard drawing. Final coloration of cast stone concrete surfaces shall accurately simulate the appearance of real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and/or vegetation.

3. Quality Assurance:

    a. Manufacturer of Simulated Stone Molds and Custom Coloring Systems shall have five years of experience making custom simulated stone molds and color stains to create formed concrete surfaces to match natural stone shapes, surface textures and colors.

    b. Contractor/Subcontractor (installer) shall have five years of experience pouring vertically formed architectural concrete. The installer shall be trained in the manufacturer's special techniques in order to achieve realistic surfaces.

    c. Color Stain System Application shall be performed by the manufacturer or manufacturer's authorized representative. The stain shall be applied by an applicator having, and able to demonstrate, experience with similar projects.

    d. A Pre-installation Meeting shall be scheduled with the manufacturer's representative, installer, designer, and the Municipality's inspection personnel (if applicable) to assure understanding of simulated stone masonry use, patterning, color staining application, and to coordinate the work. Failure to request and conduct a pre-installation meeting may result in the work being rejected.

4. Protection: The contractor is solely responsible for construction methods, means, techniques, and for construction site safety precautions. The contractor shall conduct all construction operations in conformance with all applicable local, state and federal safety laws, rules,

regulations and codes. All Material Safety Data Sheets (MSDS) shall be available for inspection.

5. Manufacturer: Subject to compliance with the design and specification requirements, the contractor shall provide simulated stone masonry and color staining system as manufactured by:

    - Concrete Rock Surfaces, LLC, Bethel, Connecticut – Pattern CRS 12170 Medium Rubble Stone
    - Fitzgerald Formliners, Santa Ana, California – Pattern 17922 Zion Rock
    - Or approved equivalent

6. Materials:

    a. Simulated Stone Molds (form liners) shall be made of reusable elastomeric form liners, made of high-strength urethane and cutable form liners, and easily attachable to forms. Form liners shall leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns shall be prevented by proper casting of form liner patterns. Form liners shall not compress more than 1/4 inch when concrete is poured at a rate of 10 vertical feet per hour. Form liners shall be removable without causing deterioration of surface or underlying concrete. No substitutions will be permitted.

    b. The form liner shall conform to the pattern and vertical wall joint spacing shown on the plans. The form liner shall have a 2" relief and resemble a random stone masonry wall. The color staining system shall be selected to resemble a locally sourced stone wall.

    c. The form liner shall be designed to permit 180-degree rotation and interconnection with itself or another pattern liner of differing horizontal dimension. Maximum relief of pattern and the average relief shall be as shown on the contract plans. The simulated stone pattern shall vary in a random manner in the coursing parameters to prevent noticeable multiple duplicate pattern repetition and avoid stacked joints. The pattern shall be made continuous at all corners and angle points.

    d. In addition to orthogonal surfaces, the form liner shall be capable of forming curved and/or battered surfaces, if shown on the plans, while maintaining the dimensioned coursing and plumb vertical joints without distortion.

7. Release Agent: The release agent shall be compatible with simulated stone masonry and with color staining system to be applied to surface, as recommended by the manufacturer.

8. Form Ties: Form ties shall be designed to separate at least one inch back from finished surface, leaving only a neat hole that can be plugged with compatible patching material.

9. Color Stain: The color stain shall be a penetrating stain mix as provided by the manufacturer, shall achieve color variations present in the natural stone being simulated for the project, as approved by the Engineer and in accordance Items 1 and 2 above. The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. The stain mix shall be a water borne, low V.O.C. material, less than 180 grams/liter, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure measured by weather-o-meter in accordance with ASTM G23 with 3-bulb. Scrub test 1000 revolutions. Abrasive resistance (Tabor-CF-10) 500 cycles. Adhesion ASTM D3359 1.00 MM cross cuts on glass pass 3 or higher on a scale of 1 to 5. The contractor shall supply information pertaining to chemical resistance in accordance with ASTM D1308.

Construction Methods:

1. Shop Drawings and Submittals: Before fabricating any materials, the contractor shall submit shop drawings, product data sheets and samples to the Engineer for approval in accordance with Article 1.05.02 for the materials listed in Item 3 below. These drawings and submittals shall include, but not be limited to, the following information: manufacturer's name, listing of product compliance with referenced specification standards, complete details of the assemblies, material designations, nominal hardness of appropriate materials, design loads, quantities and locations.

2. Field Measurements: Prior to ordering or fabricating any materials, the contractor shall take complete and accurate field measurements.

3. Submittals:

    a. Catalog cuts, manufacturer's literature, and technical data for the materials specified herein, including but not limited to simulated stone mold pattern, form liner, release agent, concrete patching material and color charts for staining of hardened concrete.

    b. Photographs: Color photographs of three (3) similar past projects of the manufacturer. Include project names, locations and a telephone number of the previous projects Owner's representatives.

    c. Samples: Form ties, sample and description, showing method of separation when forms are removed.

    d. Plan, elevation and details to show overall pattern, joint locations, form tie locations, and end, edge and other special conditions.

4. Scheduling: Schedule color stain application after adjacent earthwork is completed, to avoid contaminating or damaging the surface. Place topsoil and establish turf after staining application is completed. Coordinate the work to prevent interference with other trades.

5. Test Panels: At least 30 days prior to construction of the first textured and colored concrete surfaces, the Contractor shall prepare a test panel with a full-scale field mock-up of the formed concrete surface (4' x 4') showing the proposed color, pattern, joint treatment and layout as shown on the plans or in the Manufacturer's catalog. If the resulting appearance is not acceptable to the Engineer, adjustments shall be made to the color, pattern, finished texture and/or joint treatment and another test panel shall be prepared for inspection. The accepted mock-up shall provide the standard for the work. Failure to provide a test panel and obtain engineers' approval prior to performing the work may result in rejection of the work.

6. Installation:

    a. Contractor's responsibilities:

    1. Install liners. Form liners (pattern) shall match front-to-side and side-to-back.
    2. Apply manufacturer release agent.
    3. Install concrete as specified elsewhere in the Specifications.
    4. Remove form liner.
    5. Patching, grinding and bush hammering of form liner seams as required.
    6. Provide scaffolding and heat as required, and clean water for power washing of the hardened concrete prior to the staining process.
    7. Power washing and patching of form liners.
    8. Return of form liners to manufacturer.

    b. Manufacturer's responsibilities:

    1. Ship and supply form liners and release agent.
    2. Technical information.
    3. Power wash wall.
    4. Apply the color staining process.

7. Liner to Form Attachment System: Securely attach form liners to forms with wood or sheet metal screws; threaded inserts added to the back of the form liner for bolts to fasten the form liner through the forms, or; bolted through the face of the form liner with flat head bolts inserted in a pattern joint and through the form liner and forming system. Construction adhesives may be used, but not on reusable forms. Place adjacent form liners with less than 1/4-inch separation between form liners.

8. Release of Form Liners From Hardened Concrete: Only manufacturer recommended form release agents (Lark V or Orna Con) shall be utilized and shall be applied to the form liners before the concrete is poured. Release agents shall be applied in strict accordance with release agent manufacturer recommendations. Hand-charged sprayers will only be allowed if a thin uniform coating of release agent is obtained on the form liner.

    Remove the form liner from the wall within 24 hours of pouring the concrete. The form liners may be detached from the forms and then removed from the concrete, or they may remain attached to the forms and the entire forming system removed from the concrete.

Remove the form liners from the top, down. Curing of concrete may be accomplished with form liners and forms placed back against the wall after the initial detachment. Other means of curing can also be used including curing blankets and/or plastic. Curing compounds shall not be used.

9. Care and Cleaning of Form Liner: Form liners shall be cleaned the same day they are removed from the wall with a power wash and mild detergent. Synthetic brushes with stiff bristles may be used on stubborn areas. Mild acid washes may also be used. Solvents shall not be used. If necessary, patching of holes shall be performed with 100% clear silicone caulk. Form liners shall be stored inside or under a protective, non-transparent cover, in a vertical, upside-down position.

11. Wall Patching and Preparation: After form liners are removed from the hardened concrete, the textured uncolored surface shall be prepared for color staining. All holes larger then 3/4" in greatest principal dimension shall be filled with concrete patching material with latex or acrylic bonder, as approved by the Engineer. All honeycombed areas shall be filled and textured to match surrounding areas. Seam lines and other unnatural protrusions shall be ground down to match adjacent areas with a hand-held power grinder using discs made for concrete. Grinding of seams shall be performed immediately after removal of the form liners. Perform final bush hammering to blend defects and ground areas into the final rock texture. In particular, the process of wall patching and preparation shall be subject to approval of the manufacturer and Engineer. Failure to patch and prepare the wall prior to staining may result in the work being rejected.

12. Color Staining: The hardened concrete shall be a minimum of 30 days old before color staining is applied. Powers wash the wall to free it from latence, dirt, oil and other objectionable materials. After the wall has dried, the color staining process is applied using colors approved by the Engineer. Color staining shall be applied in such a way that the stones shall have individual colorations from one to the other. Water-based stains shall be used in air temperatures between 50 degrees F and 100 degrees F. Solvent-based stains shall be used in air temperatures of 50 degrees F and below, but in no case when the temperature of the hardened concrete is 40 degrees and falling. During color staining operations the Contractor shall protect property, pedestrians, vehicular and other traffic upon, underneath or in the vicinity of the walls against damage or disfigurement from errant stain materials. Comply with all environmental regulations regarding surface cleaning, stain application, ground and watercourse protection and disposal protection of waste materials. Refer to Section 1.10 of the Specifications.

Color: Color shall include a minimum of five color shades including earth tones to simulate a typical New England dry stack stone wall. Coloring shall be applied to simulated stones individually and the colors and/or tones shall be varied randomly so as to emulate the variations found in natural field stone. The test panel shall exhibit the Contractor's proposed color scheme and staining pattern.

Any areas lacking a uniform appearance (consistent with the approved sample) shall be recoated to the satisfaction of the Engineer at no additional cost to the Municipality.

13. Simulated Stone Molds Preparation: Clean and make free of buildup prior to each pour. Inspect for blemishes and tears. Repair if needed following manufacturer's recommendations.

Method of Measurement:

This work shall be measured for payment by the actual number of square yards of the face area of accepted simulated stone masonry, poured in place, completed within the neat lines as shown on the plans, or as ordered by the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Simulated Stone Masonry", complete in place, which price shall include all equipment, formwork molds, test panels, and all other tools and labor incidental thereto.

This work shall also include the cost of furnishing and application of the color stain system to the simulated stone masonry surface.

Concrete shall be paid for under the item that it is being formed, headwalls, wingwalls, etc.

Pay Item	Pay Unit
Simulated Stone Masonry	SY

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71-01 – Description is supplemented by the following:

The Contractor shall adhere to the City of Waterbury Bureau of Engineering Work Zone Standard Detail; Work Zone Guidelines for Construction, Maintenance, and Utility Operations (attached) for the duration of the project. The Contractor shall submit maintenance and protection of traffic plans, for ANY changes to the recommended work zone traffic operations, to the Engineer for approval prior to implementing the M&PT plan and initiating work.

The Contractor shall follow all necessary protocols and requirements for working within a state-owned right-of-way (ROW) when working on Grand Street. The Contractor will be required to obtain an encroachment permit prior to commencing within the state ROW associated with Grand Street.

The Contractor will be responsible for providing one Variable Message Sign throughout the full duration of the project. This sign will be paid for under Item #0971001A-Maintenance and Protection of Traffic.

The Contractor may be allowed to barricade parking spaces within the project area in order to complete necessary work, during allowable periods and as approved by the Engineer. The Contractor must seek approval at least 7 days prior to barricading any parking spaces or areas where public access/parking is allowed.

The Contractor shall maintain a safe accessway for all pedestrians, wheelchairs to proceed thru or around the works zones. Proper signage will be included to direct pedestrians to an existing crosswalk, or to the safe path past a work zone. The path shall be ADA accessible.

The Contractor shall maintain and protect traffic as follows and as limited in the Special Provision "Prosecution and Progress."

ALL PROJECT ROADWAYS

The Contractor shall maintain and protect the existing traffic operations.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least one lane of through traffic in each direction, each lane on a paved travelpath not less than 11 feet in width.

Where turn lanes exist, the Contractor shall provide an additional 10 feet of paved travel path to be used for turning vehicles only. This additional 10 feet of travel path shall be a minimum length of 150 feet. It shall be implemented so that sufficient storage, taper length, and turning radius are provided.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travelpath not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet.

The Contractor will be allowed to halt traffic to perform necessary work, including installing utility relocations, with the approval of the Engineer, for a period of time not to exceed five minutes between the hours of 9:00 a.m. and 3:00 p.m.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits unless the Contractor has first negotiated alternate arrangements with the property owners or business proprietors or as otherwise noted on the plans. Driveway area construction shall be coordinated with the property owners. At a minimum, temporary graded surfaces shall consist of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours.

Notification shall be provided to the property owner and/or tenant at least 7 calendar days prior to start of driveway, parking lot, or temporary closure of any driveway.

If a temporary closure of a driveway or accessway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure. All temporary "Business Open" signs within the work zone will be required as part of the Contract Item "Maintenance and Protection of Traffic". The cost for installation and maintenance of all such temporary access shall be included in the Maintenance and Protection of Traffic item. If temporary access is to be provided longer than 5 calendar days, then a temporary bituminous concrete driveway will be installed in accordance with the specifications.

Article 9.71.03 - Construction Method is supplemented as follows:

EXISTING SIGNING

The Contractor shall maintain all existing signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

GENERAL

When unpaved travel paths are permitted by the Engineer, the Contractor will be allowed to maintain traffic on compacted processed aggregate for a duration not to exceed 3 calendar days, at which time the roadways will be paved.

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 12 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g., fixed object or obstruct sight lines).

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed, except during the allowable periods.

The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

Staging Area

The Contractor shall submit all proposed locations for a staging area to the Engineer for approval.

Pavement Markings - Local Roadways

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

Interim Pavement Markings

The Contractor shall install painted pavement markings, which shall include centerlines, shoulder edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. If the next course of bituminous concrete pavement will be placed within seven days, shoulder edge lines are not required. The painted pavement markings will be paid under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the work day/night. These temporary pavement markings shall

include centerlines, lane lines (broken lines) and stop bars; shoulder edge lines are not required. Centerlines shall consist of two 4-inch-wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. Stop bars may consist of two 6-inch-wide white markings or three 4-inch-wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

Final Pavement Markings

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings, Symbols, and Legends" after such time as determined by the Engineer.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

Speed and volume of traffic
Duration of operation
Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided, and this area shall be free of equipment, workers, materials and parked vehicles.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area.

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

SECTION 1. WORK ZONE SAFETY MEETINGS

1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:

- Review Project scope of work and time
- Review Section 1.08, Prosecution and Progress
- Review Section 9.70, Trafficpersons
- Review Section 9.71, Maintenance and Protection of Traffic
- Review Contractor's schedule and method of operations.
- Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
- Open discussion of work zone questions and issues
- Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

2.a) **If the required minimum number of signs and equipment are not available; the traffic control pattern shall not be installed.**

2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums,

etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.

2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.

2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

3.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

3.c) Stopping traffic may be allowed:

- As per the contract for such activities as blasting, steel erection, etc.
- During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
- To move slow moving equipment across live traffic lanes into the work area.

3.d) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

3.e) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW (NOT APPLICABLE)

4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For

multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).

4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.

4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.

4.d) The Flashing Arrow board display shall be in the "arrow" mode for lane closure tapers and in the "caution" mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the "caution" mode when it is positioned in the closed lane.

4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs) (NOT APPLICABLE)

5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.

5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.

5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the "flashing arrow" mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the "caution" mode when traveling in the closed lane.

5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the "caution" mode when in the closed lane.

5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled "Type 'D' Portable Impact Attenuation System". Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for "Type 'D' Portable Impact Attenuation System". When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for "High Mounted Internally Illuminated Flashing Arrow". If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a "Type 'D' Portable Impact Attenuation System" for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a "High Mounted Internally Illuminated Flashing Arrow".

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.

6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.

6.c) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS) (NOT APPLICABLE)

7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.

7.b) CMS should not be installed within 1,000 feet of an existing CMS.

7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.

7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.

7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.

7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).

7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).

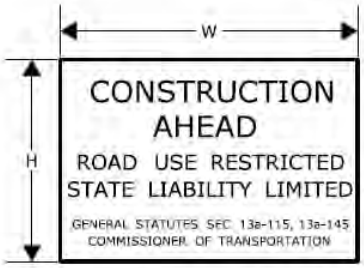
7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

7.i) The messages that are allowed on the CMS are as follows:

Message No.	Frame 1	Frame 2	Message No.	Frame 1	Frame 2
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

SERIES 16 SIGNS



		W H
16-E	80-1605	84" x 60"
16-H	80-1608	60" x 42"
16-M	80-1613	30" x 24"



		W H
16-S	80-1619	48" x 30"

THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

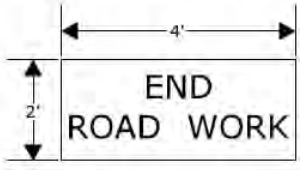
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

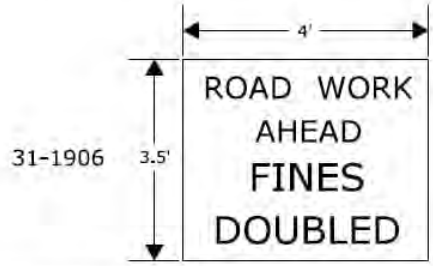
THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



80-9612



31-1906

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED _____ Charles S. Harlow 2012.06.05 11:35:43-04'00'
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.

2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.

3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.

4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.

5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.

6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.

7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).

8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.

9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.

10 SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

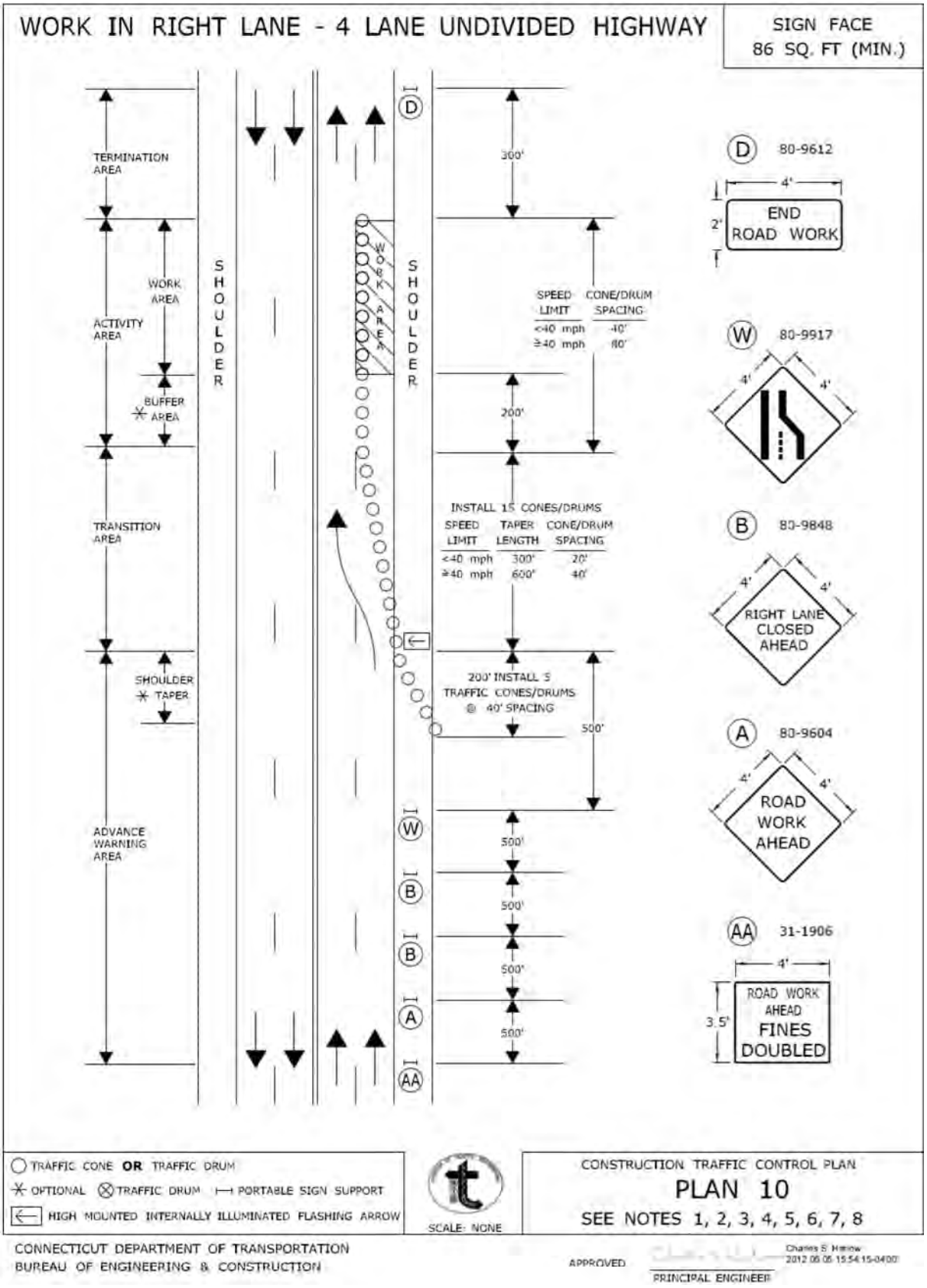
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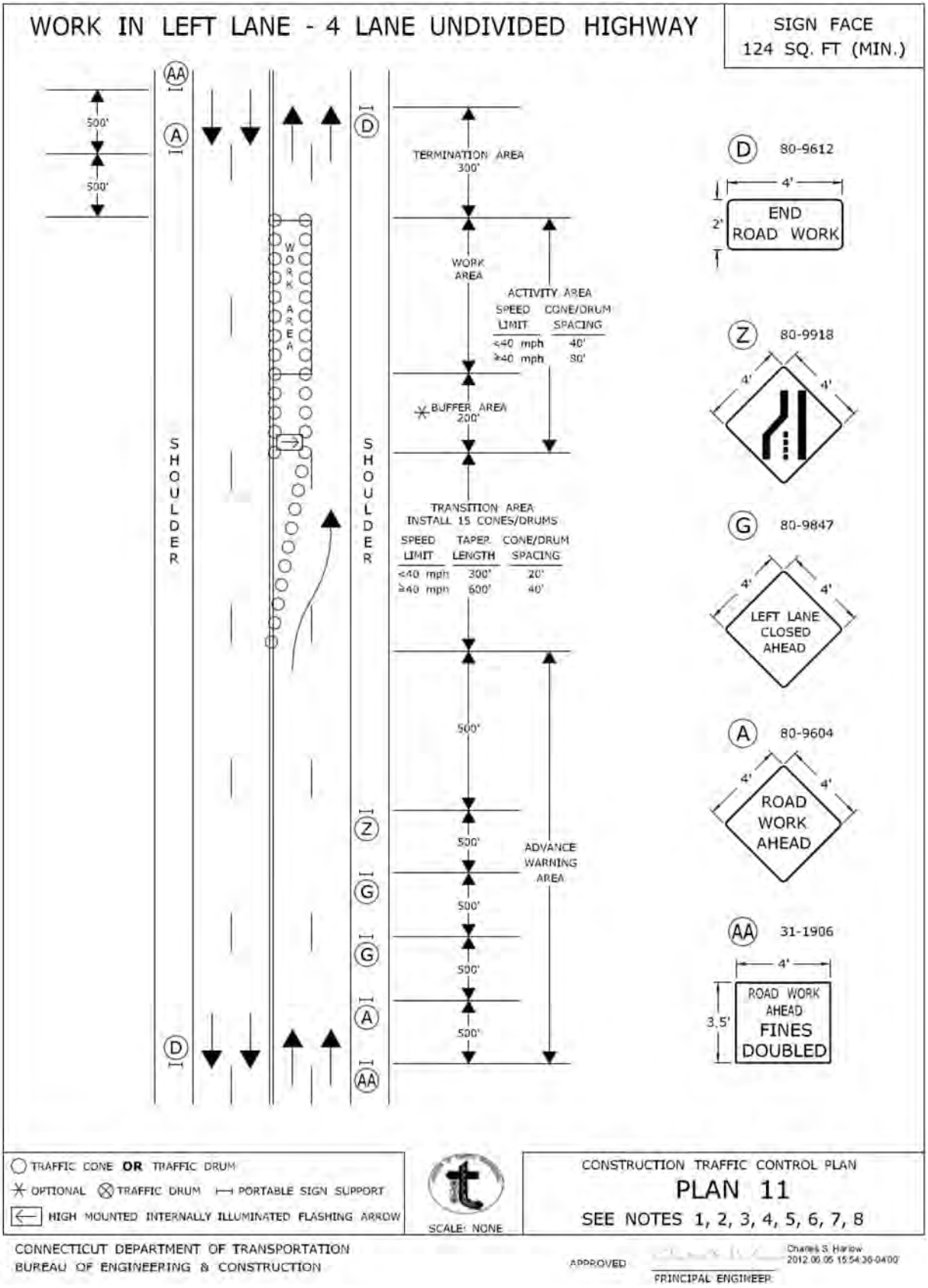
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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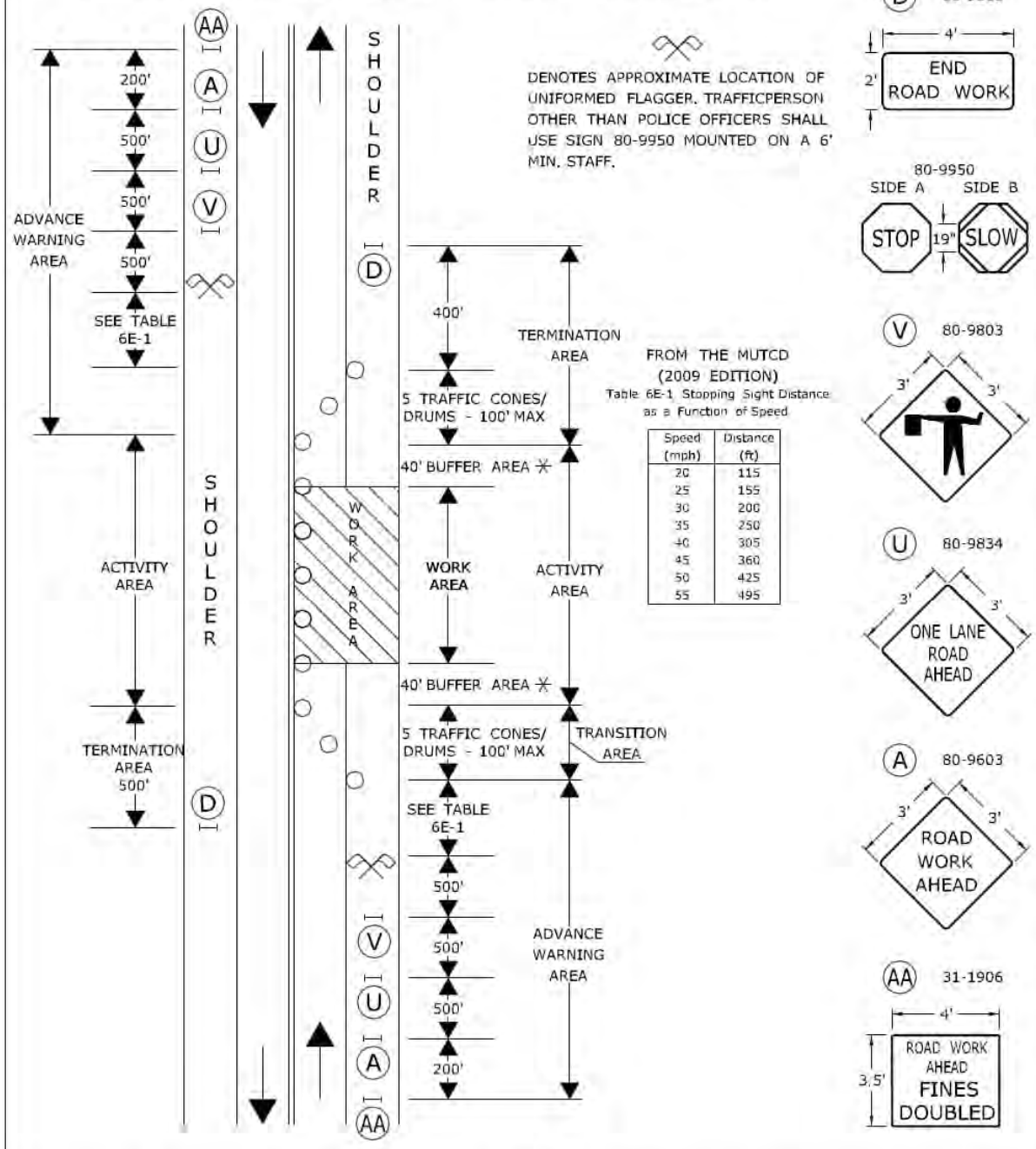
PRINCIPAL ENGINEER


WORK IN RIGHT LANE - 4 LANE UNDIVIDED HIGHWAY
SIGN FACE
86 SQ. FT (MIN.)
TERMINATION AREA
ACTIVITY AREA
WORK AREA
BUFFER AREA
TRANSITION AREA
SHOULDER TAPER
ADVANCE WARNING AREA
SHOULDER
WORK AREA
SHOULDER
D
W
B
B
A
AA
300'
200'
500'
500'
500'
500'
500'
SPEED LIMIT
CONE/DRUM SPACING
<40 mph 40'
≥40 mph 80'
INSTALL 15 CONES/DRUMS
SPEED LIMIT
TAPER LENGTH
CONE/DRUM SPACING
<40 mph 300' 20'
≥40 mph 600' 40'
200' INSTALL 5 TRAFFIC CONES/DRUMS @ 40' SPACING
D 80-9612
4'
2'
END ROAD WORK
W 80-9917
4'
4'
B 80-9848
4'
4'
RIGHT LANE CLOSED AHEAD
A 80-9604
4'
4'
ROAD WORK AHEAD
AA 31-1906
4'
3.5'
ROAD WORK AHEAD
FINES DOUBLED
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL
TRAFFIC DRUM
PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 10
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
Charles S. Harlow
2012.06.05 15:54:15-04'00'
PRINCIPAL ENGINEER


WORK IN LEFT LANE - 4 LANE UNDIVIDED HIGHWAY
SIGN FACE
124 SQ. FT (MIN.)
500'
500'
SHOULDER
SHOULDER
WORK AREA
TERMINATION AREA
300'
WORK AREA
ACTIVITY AREA
SPEED LIMIT
CONE/DRUM SPACING
<40 mph 40'
≥40 mph 80'
BUFFER AREA
200'
TRANSITION AREA
INSTALL 15 CONES/DRUMS
SPEED LIMIT
TAPER LENGTH
CONE/DRUM SPACING
<40 mph 300' 20'
≥40 mph 600' 40'
500'
500'
500'
500'
500'
ADVANCE WARNING AREA
D 80-9612
4'
2'
END
ROAD WORK
Z 80-9918
4'
4'
G 80-9847
4'
4'
LEFT LANE
CLOSED
AHEAD
A 80-9604
4'
4'
ROAD
WORK
AHEAD
AA 31-1906
4'
3.5'
ROAD WORK
AHEAD
FINES
DOUBLED
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL
TRAFFIC DRUM
PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 11
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
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PRINCIPAL ENGINEER

WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)



FROM THE MUTCD
(2009 EDITION)
Table 6E-1 Stopping Sight Distance as a Function of Speed

Speed (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495

D 80-9612

80-9950
SIDE A SIDE B

V 80-9803

U 80-9834

A 80-9603

AA 31-1906

○ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢ PORTABLE SIGN SUPPORT
⇐ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 1 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED _____ Charles S. Harlow 2012.08.05 15:55:23-04'00'
PRINCIPAL ENGINEER

WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



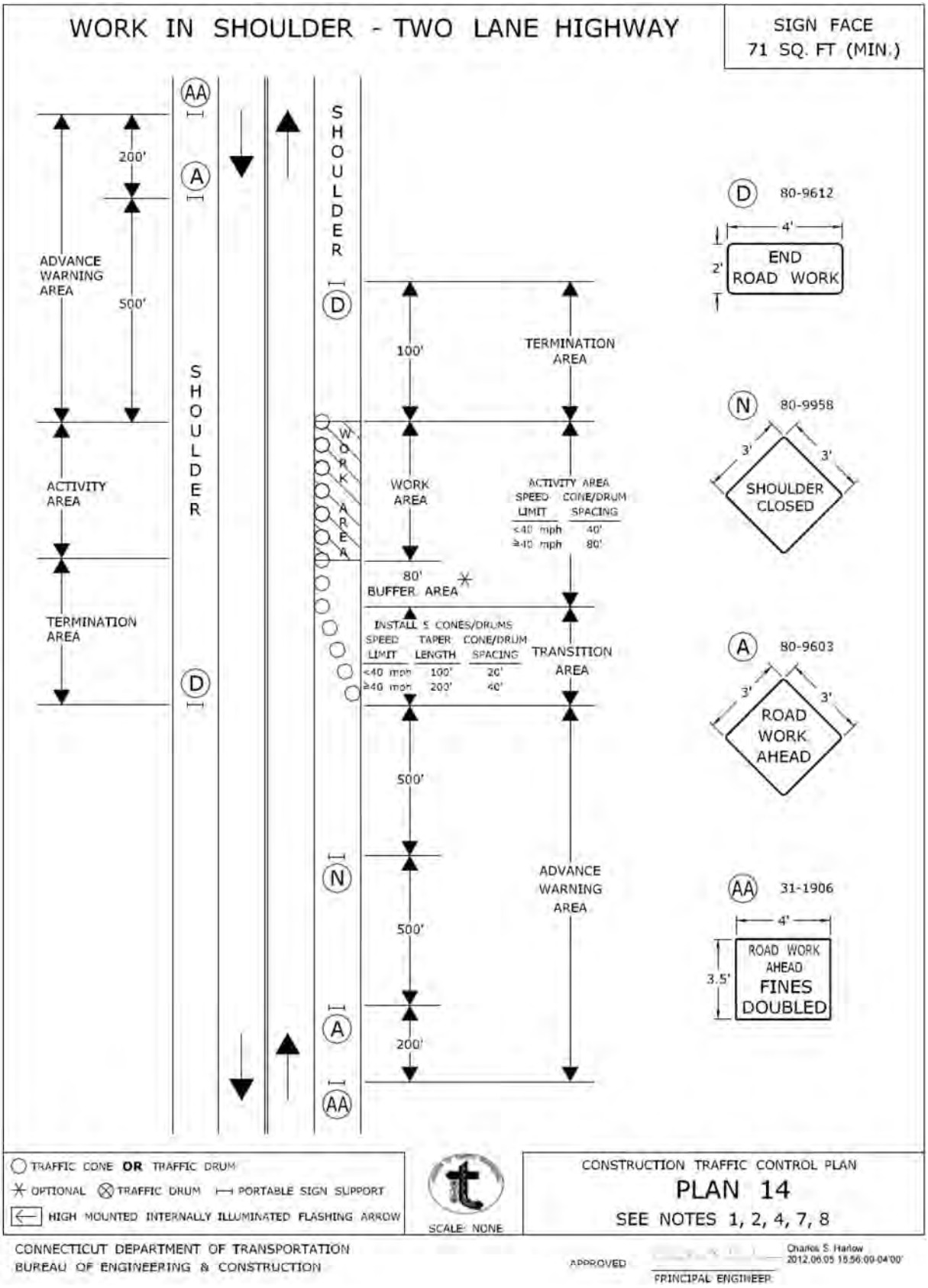
◯ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢⊣ PORTABLE SIGN SUPPORT
⇦ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

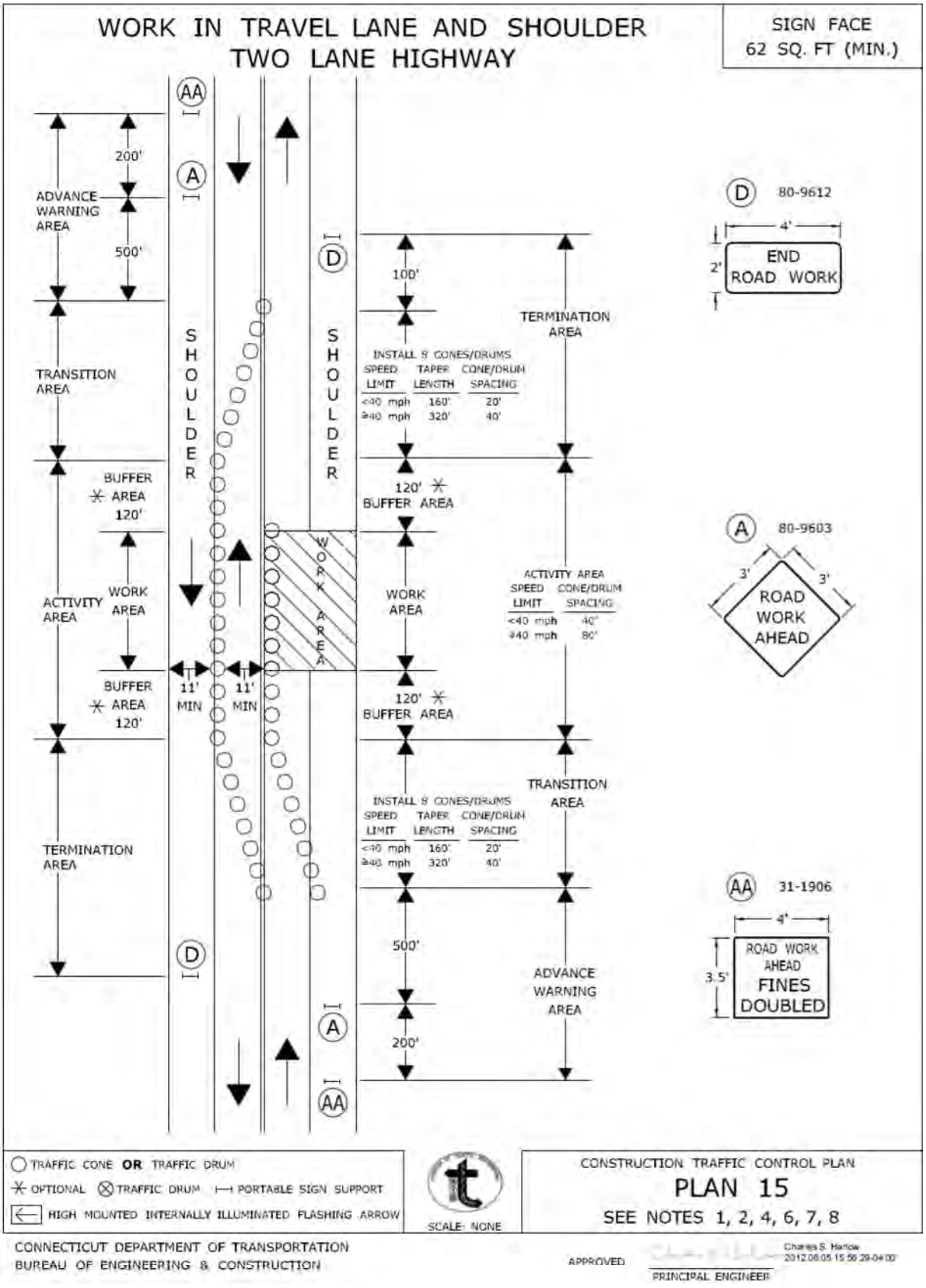
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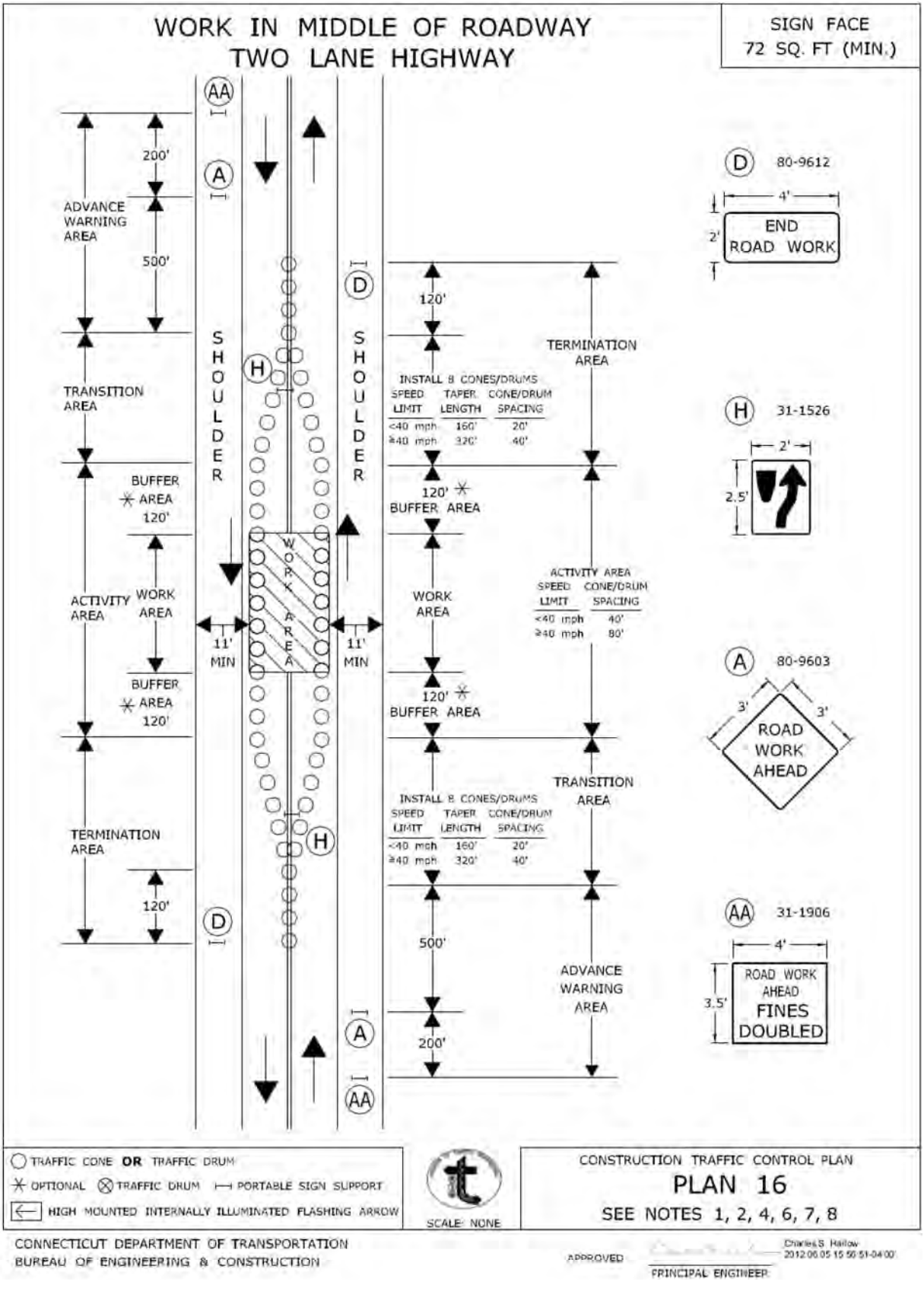
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

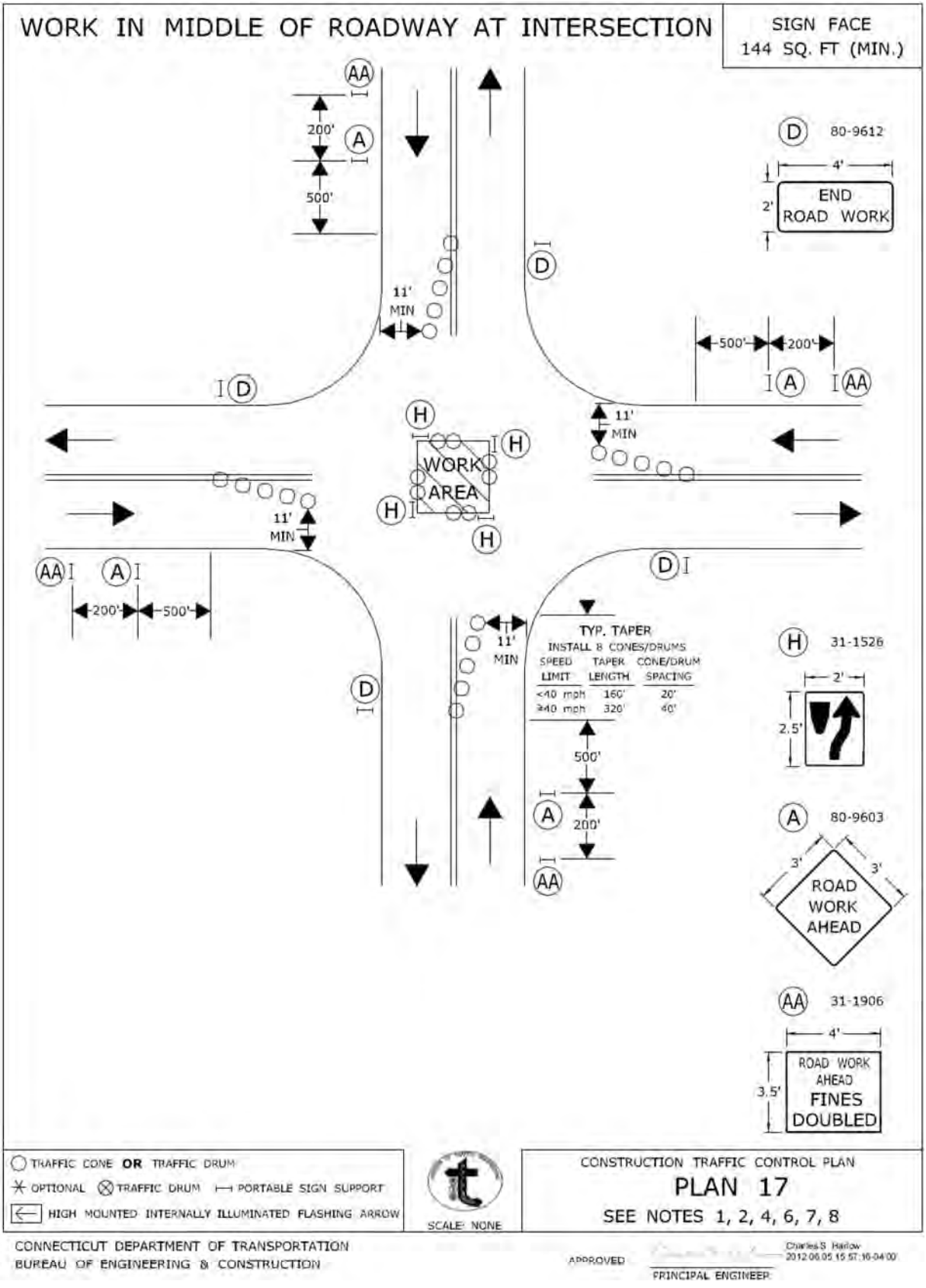
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED _____ Charles S. Harlow 2012.06.05 15:55:45-04'00'
PRINCIPAL ENGINEER


WORK IN SHOULDER - TWO LANE HIGHWAY
SIGN FACE
71 SQ. FT (MIN.)
SHOULDER
SHOULDER
ADVANCE WARNING AREA
200'
500'
ACTIVITY AREA
TERMINATION AREA
100'
WORK AREA
80' BUFFER AREA
INSTALL 5 CONES/DRUMS
SPEED LIMIT | TAPER LENGTH | CONE/DRUM SPACING
<40 mph | 100' | 20'
≥40 mph | 200' | 40'
ACTIVITY AREA
SPEED LIMIT | CONE/DRUM SPACING
<40 mph | 40'
≥40 mph | 80'
TERMINATION AREA
TRANSITION AREA
500'
500'
ADVANCE WARNING AREA
200'
D 80-9612
4'
2'
END ROAD WORK
N 80-9958
3'
3'
SHOULDER CLOSED
A 80-9603
3'
3'
ROAD WORK AHEAD
AA 31-1906
4'
3.5'
ROAD WORK AHEAD
FINES DOUBLED
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL
TRAFFIC DRUM
PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 14
SEE NOTES 1, 2, 4, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
Charles S. Harlow
2012.06.05 15:56:09-04'00'
PRINCIPAL ENGINEER


WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
SIGN FACE
62 SQ. FT (MIN.)
AA
A
D
200'
500'
ADVANCE WARNING AREA
TRANSITION AREA
BUFFER AREA 120'
ACTIVITY AREA
WORK AREA
BUFFER AREA 120'
TERMINATION AREA
SHOULDER
SHOULDER
WORK AREA
11' MIN
11' MIN
100'
INSTALL 8 CONES/DRUMS
SPEED LIMIT | TAPER LENGTH | CONE/DRUM SPACING
<40 mph | 160' | 20'
≥40 mph | 320' | 40'
120' BUFFER AREA
WORK AREA
120' BUFFER AREA
INSTALL 8 CONES/DRUMS
SPEED LIMIT | TAPER LENGTH | CONE/DRUM SPACING
<40 mph | 160' | 20'
≥40 mph | 320' | 40'
500'
200'
TERMINATION AREA
ACTIVITY AREA
SPEED LIMIT | CONE/DRUM SPACING
<40 mph | 40'
≥40 mph | 80'
TRANSITION AREA
ADVANCE WARNING AREA
D 80-9612
4'
2'
END ROAD WORK
A 80-9603
3'
3'
ROAD WORK AHEAD
AA 31-1906
4'
3.5'
ROAD WORK AHEAD
FINES DOUBLED
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL
TRAFFIC DRUM
PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 15
SEE NOTES 1, 2, 4, 6, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
Charles S. Harlow
2012.06.05 15:56:29-04'00'
PRINCIPAL ENGINEER


WORK IN MIDDLE OF ROADWAY
TWO LANE HIGHWAY
SIGN FACE
72 SQ. FT (MIN.)
AA
A
D
H
200'
500'
ADVANCE WARNING AREA
TRANSITION AREA
BUFFER AREA 120'
ACTIVITY AREA
WORK AREA
BUFFER AREA 120'
TERMINATION AREA
120'
SHOULDER
SHOULDER
WORK AREA
11' MIN
11' MIN
120'
TERMINATION AREA
INSTALL 8 CONES/DRUMS
SPEED LIMIT | TAPER LENGTH | CONE/DRUM SPACING
<40 mph | 160' | 20'
≥40 mph | 320' | 40'
120' BUFFER AREA
WORK AREA
ACTIVITY AREA
SPEED LIMIT | CONE/DRUM SPACING
<40 mph | 40'
≥40 mph | 80'
120' BUFFER AREA
TRANSITION AREA
INSTALL 8 CONES/DRUMS
SPEED LIMIT | TAPER LENGTH | CONE/DRUM SPACING
<40 mph | 160' | 20'
≥40 mph | 320' | 40'
500'
ADVANCE WARNING AREA
200'
D 80-9612
4'
2'
END ROAD WORK
H 31-1526
2'
2.5'
A 80-9603
3'
3'
ROAD WORK AHEAD
AA 31-1906
4'
3.5'
ROAD WORK AHEAD
FINES DOUBLED
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 16
SEE NOTES 1, 2, 4, 6, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
Charles S. Hallow
2012.06.05 15:50:51-04'00'
PRINCIPAL ENGINEER


WORK IN MIDDLE OF ROADWAY AT INTERSECTION
SIGN FACE
144 SQ. FT (MIN.)
AA
200'
A
500'
11'
MIN
D
80-9612
4'
2'
END
ROAD WORK
500'
200'
H
WORK
AREA
TYP. TAPER
INSTALL 8 CONES/DRUMS
SPEED LIMIT
TAPER LENGTH
CONE/DRUM SPACING
<40 mph 160' 20'
≥40 mph 320' 40'
31-1526
2'
2.5'
80-9603
3'
ROAD
WORK
AHEAD
31-1906
ROAD WORK
AHEAD
FINES
DOUBLED
3.5'
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL
TRAFFIC DRUM
PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 17
SEE NOTES 1, 2, 4, 6, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
Charles S. Harlow
2012.06.05 15:57:16-04'00'
PRINCIPAL ENGINEER

Article 9.71.05 – Basis of Payment is supplemented by the following:

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing the material for the temporary traversable slope in those areas where a longitudinal dropdown exists.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing the variable message board throughout the duration of the project, as requested by City.

There will be no separate payment for the temporary transition in those areas where a transverse dropdown exists. The cost for such work shall be included in the contract lump sum price for the "Maintenance and Protection of Traffic" to include furnishing, installing, and removing the material for the temporary transition.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and relocating all temporary protective systems including, but not limited to, construction signs, traffic drums, traffic cones, concrete or water-filled barriers, construction barricades, barricade warning lights and temporary construction fencing.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include any adjustments or modifications required to the permanent drainage structures, including but not limited to the resetting of catch basin and manhole tops as necessary, to facilitate temporary drainage measures prior to final paving.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for installation, maintenance, and removal of all temporary pavement markings, as required by the specifications or as ordered by the Engineer, throughout the duration of the project.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for all means and methods of dust control, including water, calcium chloride and sweeping. Method of dust control shall be performed as ordered by the Engineer and as many times as deemed appropriate by the Engineer. There shall be no limit on dust control activities.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for installation and maintenance of all temporary access to all commercial and residential properties, including but not limited to temporary graded surfaces consisting of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer. If temporary access is to be provided longer than five days, then a temporary bituminous concrete driveway will be installed in accordance with the Bituminous Concrete Driveway standard specification.

Pay Item	Pay Unit
Maintenance and Protection of Traffic	L.S.

TECHNICAL SPECIFICATION 1.09R
OWNER CONTROLLED CONTINGENCY ALLOWANCE

1.09.01 DESCRIPTION

A contingency allowance has been fixed by the City Engineer in the Bid Form for this Project to provide an account for certain expenditures found necessary by and ordered done by the Engineer. 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. At project closeout, unused amounts remaining in the contingency allowance shall be credited to the City by Change Order.

1.09.02 MATERIALS

Not Applicable

1.09.03 CONSTRUCTION METHODS

Not Applicable

1.09.04 METHOD OF MEASUREMENT

Not Applicable

1.09.05 PAYMENT

Use of the contingency allowance shall be authorized in writing in advance by the City Engineer. Determination of amounts to be paid for work under this item shall be in accordance with Articles 18 and 19 of the Special Conditions and at the sole discretion of the City Engineer.

ITEM NO	PAY ITEM	PAY UNIT
1.09R	Owner Controlled Contingency Allowance	Allowance

END OF SECTION

TECHNICAL SPECIFICATION 9.70R-1
TRAFFICPERSON (MUNICIPAL POLICE OFFICER)

TECHNICAL SPECIFICATION 9.70R-2
TRAFFICPERSON (UNIFORMED FLAGGER)

9.70.01 DESCRIPTION

Work under this item shall consist of the provision of the services of Municipal Police Officers or uniformed flaggers at such locations and for such periods as may be necessary to provide for the safe flow of vehicular and pedestrian traffic. Trafficpersons will be required on this project. Trafficpersons shall consist of the following types:

a. Municipal Police Officers shall be uniformed off-duty Police Officers from the Waterbury Police Department.

b. Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC) or other programs approved by the Engineer. A copy of the Flagger's training certificate shall be provided to the Engineer before the Flagger performs any work on the project. Uniformed Flaggers shall conform to Chapter 6E, Flagger Control, in the Manual of Uniformed Traffic Control Devices (MUTCD) and shall wear high-visibility safety apparel, use a STOP/SLOW paddle that is at least 18 inches (450 millimeters) in width with letters at least 6 inches (150 millimeters) high. The paddle shall be mounted on a pole of sufficient length to be 6 feet (1.8 meters) above the ground as measured from the bottom of the sign.

The Contractor shall utilize uniformed Waterbury Police Officers as Trafficpersons at such locations and for such periods as may be necessary by the Engineer or by the Waterbury Police Department to provide for the safe flow of vehicular and pedestrian traffic. The City of Waterbury Police Department will make the determination whether or not municipal police officers are required for traffic control

The Contractor shall make all arrangements to obtain such services and shall pay all expenses related thereto. The Contractor shall contact the Waterbury Police Department Extra Duty Officer at (203) 574-6963 at least 48 hours in advance to schedule Police Officers for traffic control. The Contractor shall be solely responsible for any costs incurred as a result of failure to cancel scheduled Uniformed Police Officers per Waterbury Police Department requirements.

In the event that the Police Department cannot provide a Uniformed Police Officer, Certified Flaggers shall be used for directing traffic in lieu of a Uniformed Police Officer.

Trafficpersons are to direct vehicular and pedestrian traffic only and are not to serve as watchmen for the Contractor's tools, equipment or material. Whether or not Municipal Police Officers or uniformed flaggers are used by the Contractor, he shall not be relieved of his responsibility for the maintenance and protection of traffic as specified in other sections of this Contract. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

9.70.03 CONSTRUCTION METHODS

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, Engineer, and Municipal or State Police, if applicable, to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to start of work.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short-term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

9.70.04 METHOD OF MEASUREMENT

Services of Trafficpersons will not be measured for payment. These services shall be included in the overall cost of the Contract items.

Trafficpersons shall not work more than twelve hours in any one 24 hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers or Uniformed Flaggers.

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

9.70.05 PAYMENT

There will be no direct payment for travel time, mileage, safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the overall cost of the Contract items.

No separate payment shall be made for work required under this Section of the Specifications and the cost thereof shall be deemed to be included in the various prices for other items of work that directly affect the work of this Section. The contractor shall be responsible for all costs associated with uniformed traffic persons, Municipal Police Officers and Uniformed Flaggers.

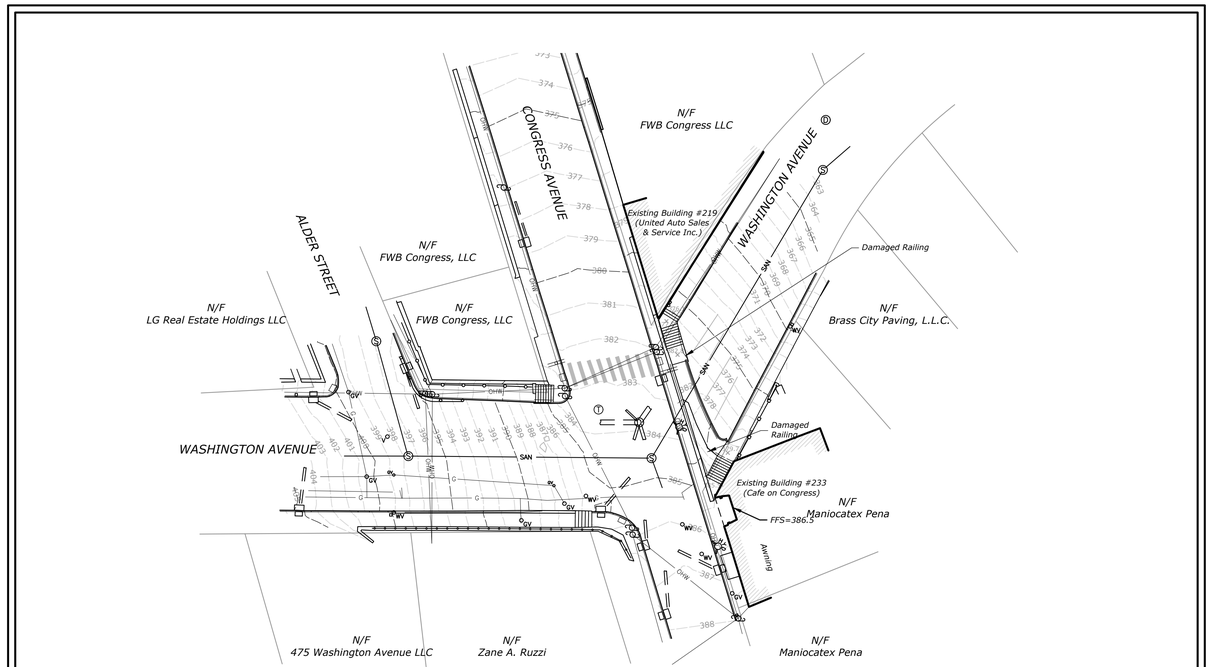
ITEM NO	PAY ITEM	PAY UNIT

END OF SECTION

CONGRESS AVENUE WALL

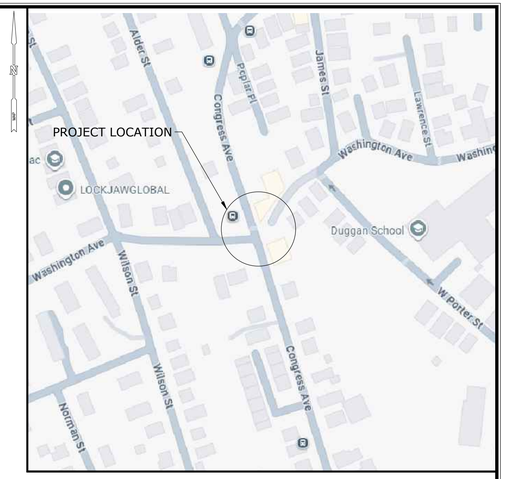
CONGRESS AVENUE & WASHINGTON AVENUE
WATERBURY, CONNECTICUT

50877.00001
AUGUST 06, 2026



PROJECT SITE VICINITY MAP:

0' 15' 30'
0 1/2" 1"
SCALE 1" = 60'



LOCATION MAP:

PREPARED FOR:

CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT 06702

LIST OF DRAWINGS

NO.	NAME	TITLE
01	--	TITLE SHEET
02	EX-01	EXISTING CONDITIONS
03	PL-01	PROPOSED PLAN
04	STR-01	STRUCTURAL DETAILS
05	STR-02	STRUCTURAL DETAILS
06	STR-03	STRUCTURAL DETAILS
07	MPT-01	TRAFFIC MANAGEMENT PLAN

PREPARED BY:

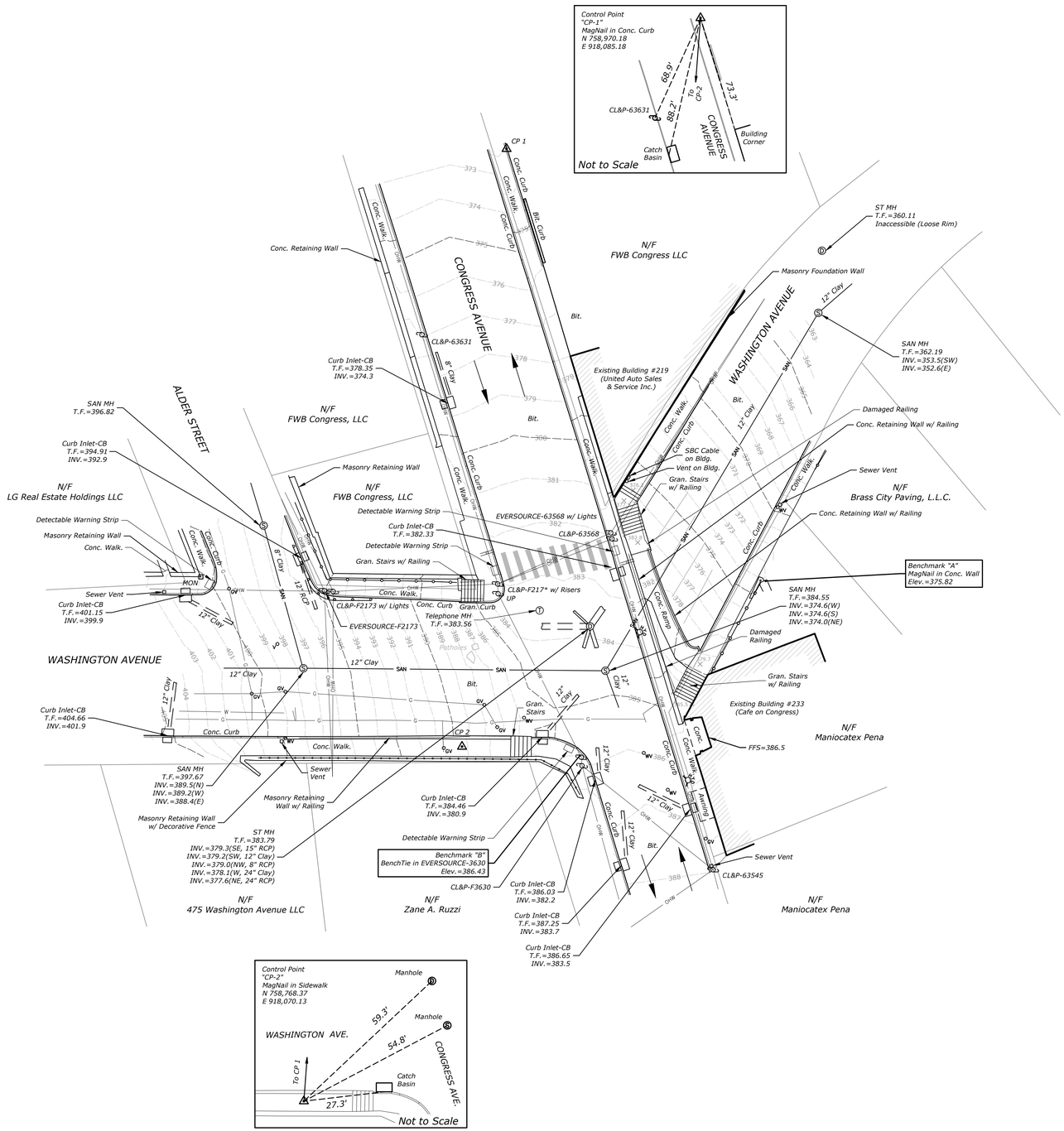
SLR

99 REALTY DRIVE
CHESHIRE, CT 06410
203.271.1773
SLRCONSULTING.COM

811
Know what's **below.**
Call before you dig.
www.cbyd.com

GENERAL NOTES

1. SLR CONSULTING, INC. ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF MAPS AND DATA WHICH HAVE BEEN SUPPLIED BY OTHERS.
2. THE PROPERTY LINES DEPICTED HAVE BEEN COMPILED FROM VARIOUS SOURCES INCLUDING TOWN OF VERNON LAND RECORDS AND ARE NOT TO BE CONSTRUED AS BEING OBTAINED AS THE RESULT OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.
3. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH APPROPRIATE UTILITY COMPANIES REGARDING RELOCATION AND PROTECTION OF THEIR FACILITIES AND SCHEDULING OF SHOP WORK.
4. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES, FACILITIES AND INCIDENTAL CONSTRUCTION, FORM 819 (2024) WITH SUPPLEMENTAL SPECIFICATIONS DATED JULY 2025, AND SPECIAL PROVISIONS.
5. THE CONTRACTOR SHALL BE AWARE OF THE WORK WHICH IS TO BE PERFORMED WITHIN AND ADJACENT TO PRIVATE PROPERTY RIGHT-OF-WAYS.
6. SEDIMENT AND EROSION CONTROL MEASURES AS DEPICTED ON THESE PLANS AND DESCRIBED WITHIN THE SEDIMENT AND EROSION CONTROL NARRATIVE SHALL BE IMPLEMENTED AND MAINTAINED UNTIL PERMANENT COVER AND STABILIZATION IS ESTABLISHED. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL CONFORM TO THE "GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, CONNECTICUT - REVISED 2002", AND IN ALL CASES BEST MANAGEMENT PRACTICES SHALL PREVAIL.
7. THE PLANS REQUIRE A CONTRACTOR'S WORKING KNOWLEDGE OF LOCAL, MUNICIPAL, WATER AUTHORITY, AND STATE CODES FOR UTILITY SYSTEMS. ANY CONFLICTS BETWEEN MATERIALS AND LOCATIONS SHOWN, AND LOCAL REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE EXECUTION OF WORK. THE ENGINEER WILL NOT BE HELD LIABLE FOR COSTS INCURRED TO IMPLEMENT OR CORRECT WORK WHICH DOES NOT CONFORM TO LOCAL CODE.
8. ALL FUEL, OIL, PAINT, OR OTHER HAZARDOUS MATERIALS SHOULD BE STORED IN A SECONDARY CONTAINER AND REMOVED TO A LOCKED INDOOR AREA WITH AN IMPERVIOUS FLOOR DURING NON-WORK HOURS.
9. CONTRACTOR SHALL COORDINATE WITH LOCAL AUTHORITIES AND MAINTAIN ACCESS TO FIRE HYDRANTS.
10. CONTRACTOR TO STAKE OUT WORK LIMITS AND COORDINATE SELECTIVE CLEARING WITH THE TOWN. NO SEPARATE PAYMENT.
11. CONSTRUCTION EQUIPMENT SHALL BE STORED OUTSIDE OF AREAS SUBJECT TO FLOODING.



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CHESHIRE, CT 06410
203.271.1773
SLRCONSULTING.COM

DESCRIPTION	DATE	BY

EXISTING CONDITIONS

CONGRESS AVENUE WALL

CONGRESS AVENUE & WASHINGTON AVENUE
WATERBURY, CONNECTICUT

GM	GM	KP
DESIGNED	DRAWN	CHECKED

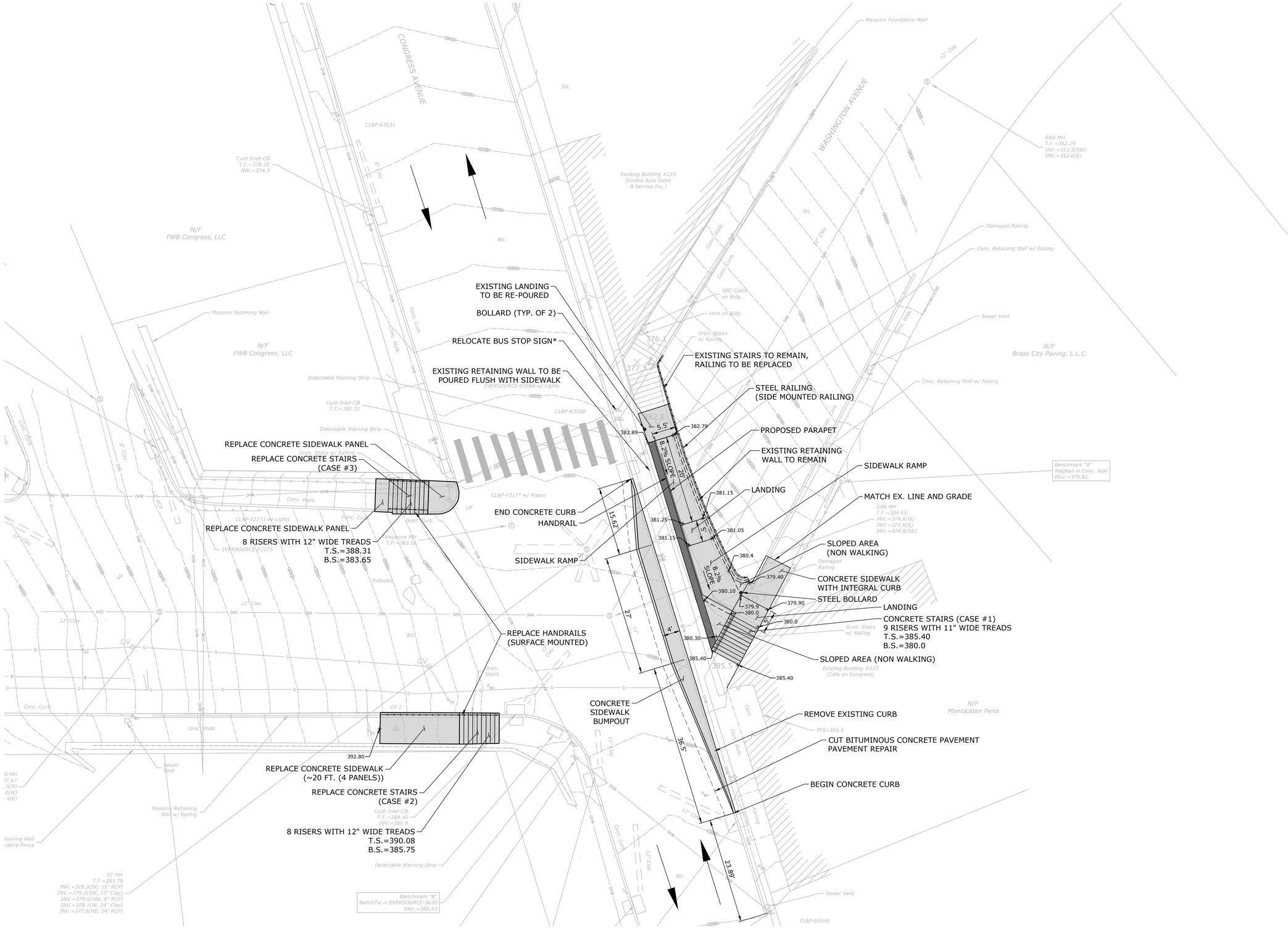
SCALE: 1"= 20'

DATE: AUGUST 06, 2026

PROJECT NO.: 050877.00001

SHEET NO.: 02 OF 07

SHEET NAME: EX



NOTE

* CONTRACTOR SHALL COORDINATE WITH TOWN TO RELOCATE BUS STOP SIGN.

PLAN VIEW

SCALE: 1" = 10'-0"

SLR

99 REALTY DRIVE
CHESHIRE, CT 06410
203.271.1773
SLRCONSULTING.COM

DESCRIPTION	DATE	BY

PROPOSED PLAN

CONGRESS AVENUE & WASHINGTON AVENUE
WATERBURY, CONNECTICUT

GM	GM	KP
DESIGNED	DRAWN	CHECKED

SCALE: 1"= 10'

DATE: AUGUST 06, 2026

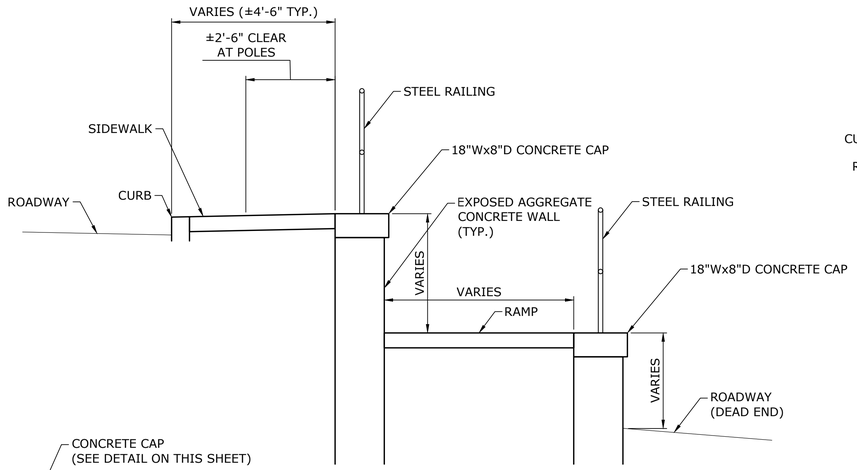
PROJECT NO.: 050877.00001

SHEET NO.: 03 OF 07

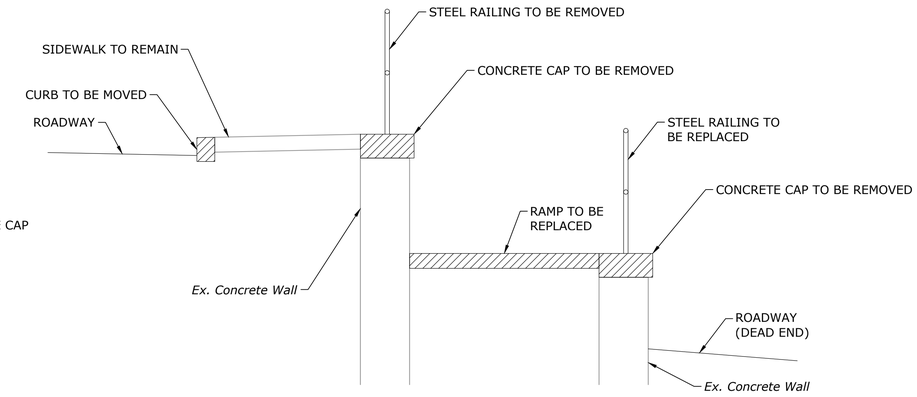
SHEET NAME: PL-01

CONCRETE NOTES

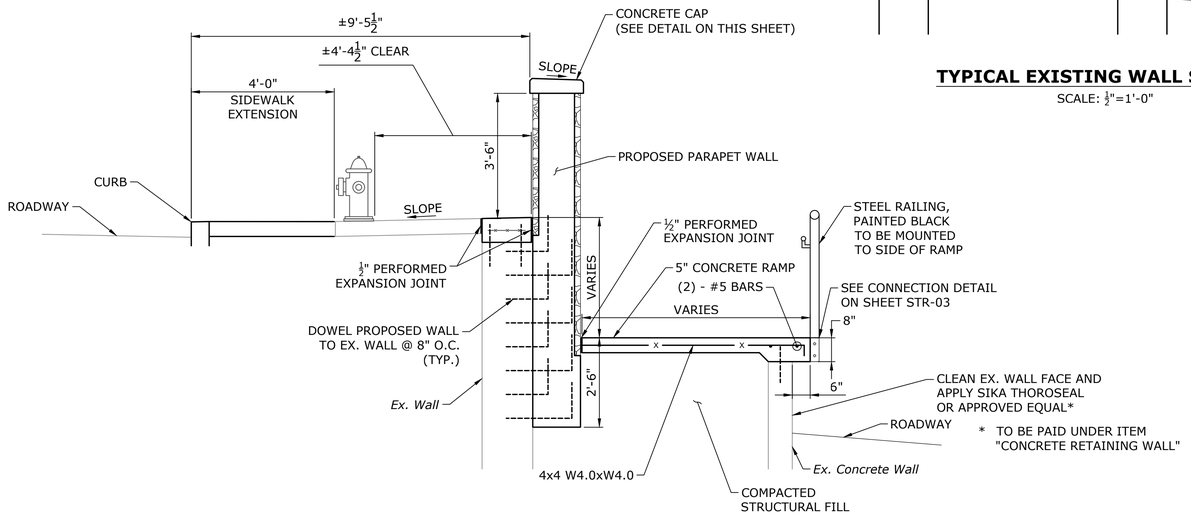
1. REMAIN-IN-PLACE FORMS: THE USE OF REMAIN-IN-PLACE FORMS ON THIS STRUCTURE IS NOT ALLOWED.
2. PCC0462 CONCRETE: SHALL BE USED FOR WALLS, SIDEWALKS, FOOTINGS, AND CONCRETE CAP.
3. EXPOSED EDGES: EXPOSED EDGES OF CONCRETE SHALL BE BEVELED 1"x1" UNLESS DIMENSIONED OTHERWISE.
4. CONCRETE COVER: ALL REINFORCEMENT SHALL HAVE TWO INCHES COVER UNLESS DIMENSIONED OTHERWISE.
5. REINFORCEMENT: ALL REINFORCEMENT SHALL BE GALVANIZED AFTER FABRICATION UNLESS NOTED OTHERWISE. ALL REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF ASTM A767, CLASS 1, INCLUDING SUPPLEMENTAL REQUIREMENTS.
6. CONSTRUCTION JOINTS: CONSTRUCTION JOINTS, OTHER THAN THOSE SHOWN ON THE PLANS, WILL NOT BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
7. CONTRACTOR SHALL PROVIDE STANDARD CONCRETE TESTING IN CONFORMANCE WITH FORM 819 AND ASTM STANDARDS.



TYPICAL EXISTING WALL SECTION
SCALE: $\frac{1}{2}$"=1'-0"



TYPICAL EXISTING WALL REMOVALS SECTION
SCALE: $\frac{1}{2}$"=1'-0"



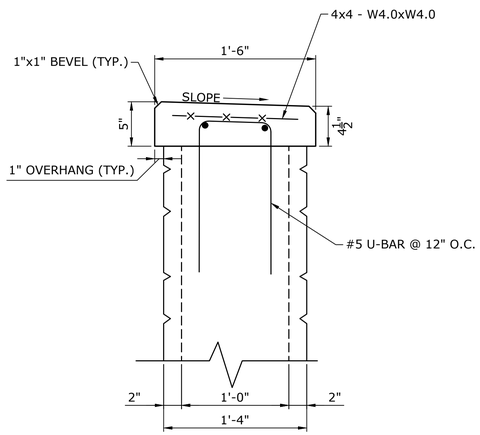
TYPICAL PROPOSED WALL SECTION
SCALE: $\frac{1}{2}$"=1'-0"

SIDEWALK & RAMP JOINTS
SCORE JOINTS SHALL BE AT 5'-0" O.C.
EXPANSION JOINTS SHALL BE AT 20'-0" O.C.



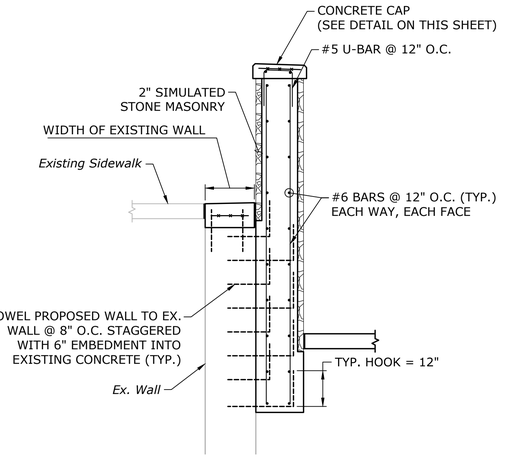
NEW ENGLAND DRYSTACK FORMLINER

NOTE:
ALL NEW EXPOSED CONCRETE SIDEWALK, RAMPS, AND PORTIONS OF THE WALL NOT TREATED WITH SIMULATED MASONRY SHALL RECEIVE A COATING OF PENETRATING SEALER PROTECTIVE COMPOUND

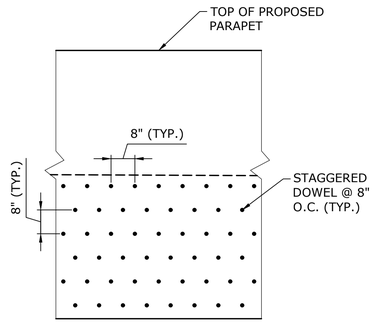


CONCRETE CAP DETAIL
SCALE: 1½"=1'-0"

NOTE
CAP SHALL HAVE SCORE JOINTS AT 10'-0" O.C.



TYPICAL PROPOSED WALL REINFORCEMENT SECTION
SCALE: $\frac{1}{2}$"=1'-0"



TYPICAL PROPOSED WALL ELEVATION
SCALE: $\frac{1}{2}$" = 1'-0"

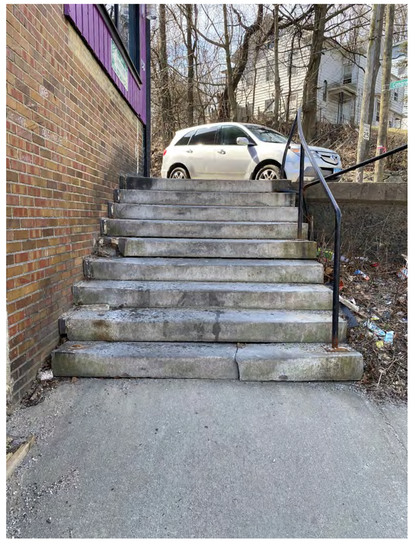
SLR
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CHESHIRE, CT 06410
203.271.1773
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DESCRIPTION | DATE | BY

STRUCTURAL DETAILS
CONGRESS AVENUE WALL
CONGRESS AVENUE & WASHINGTON AVENUE
WATERBURY, CONNECTICUT

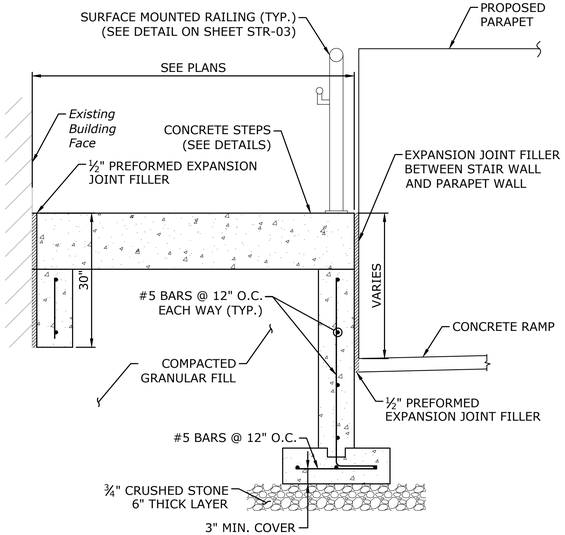
KP	SR	KP
DESIGNED	DRAWN	CHECKED

SCALE: AS NOTED
DATE: AUGUST 06, 2026
PROJECT NO.: 50877.00001
SHEET NO.: 04 OF 07
SHEET NAME: STR-01



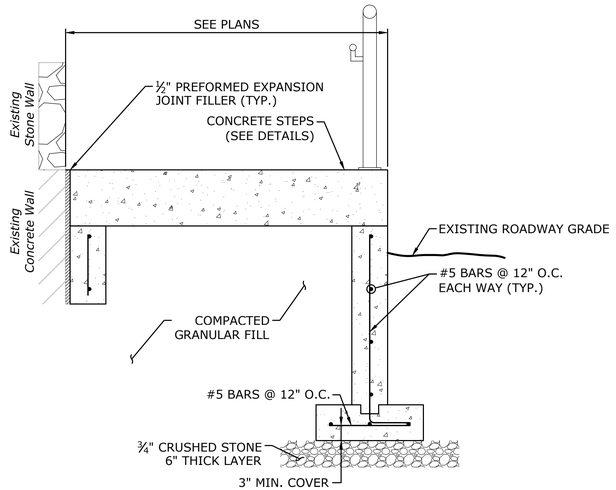






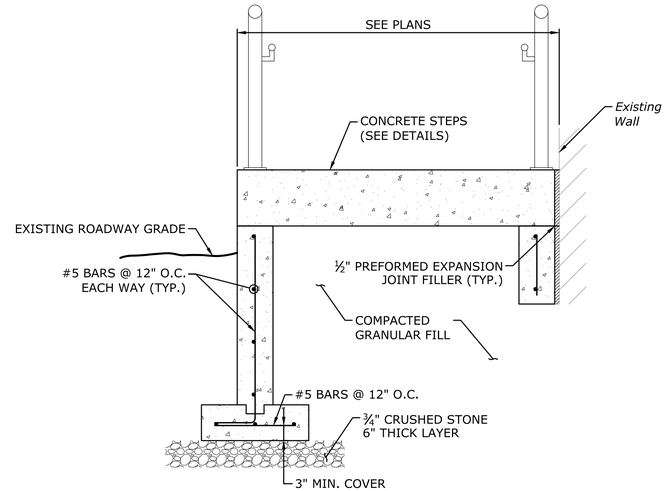
TYPICAL STAIR CHEEK WALL SECTION (CASE #1)

SCALE: ¾" = 1'-0"



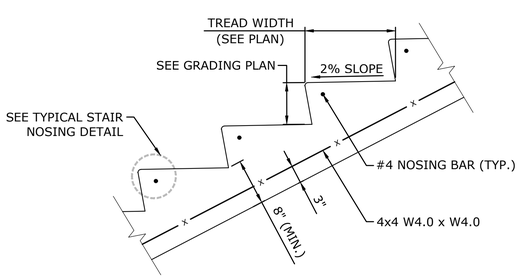
TYPICAL STAIR CHEEK WALL SECTION (CASE #2)

SCALE: ¾" = 1'-0"



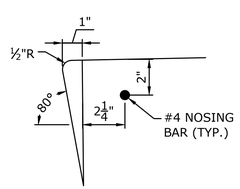
TYPICAL STAIR CHEEK WALL SECTION (CASE #3)

SCALE: ¾" = 1'-0"



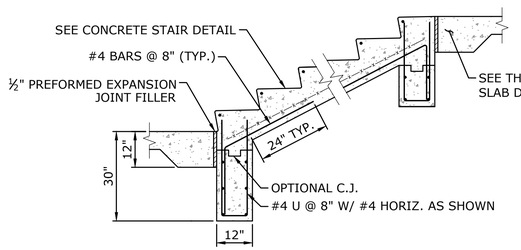
TYPICAL CONCRETE STAIR DETAIL

SCALE: 1" = 1'-0"



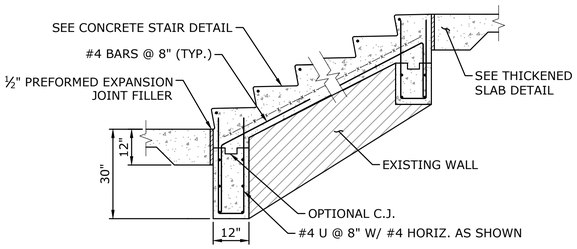
TYPICAL STAIR NOSING DETAIL

SCALE: 3" = 1'-0"



STAIR TERMINATION DETAIL

SCALE: ½" = 1'-0"



STAIR TERMINATION DETAIL AT WALL

SCALE: ½" = 1'-0"

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STRUCTURAL DETAILS

CONGRESS AVENUE WALL

CONGRESS AVENUE & WASHINGTON AVENUE
WATERBURY, CONNECTICUT

KP	SR	KP
DESIGNED	DRAWN	CHECKED

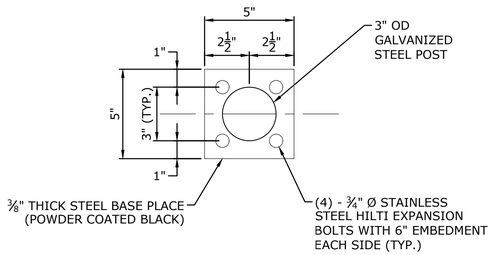
AS NOTED (SCALE)

AUGUST 06, 2026 (DATE)

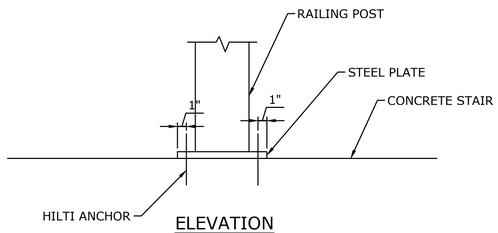
50877.00001 (PROJECT NO.)

05 OF 07 (SHEET NO.)

STR-02 (SHEET NAME)



PLAN



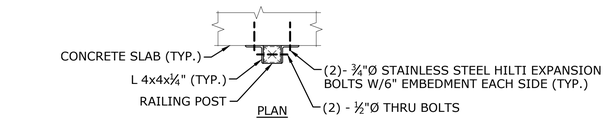
ELEVATION

SURFACE MOUNTED RAILING POST CONNECTION

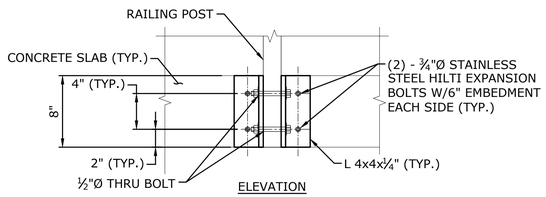
SCALE: 3" = 1'-0"

NOTE

- ALL HARDWARE, PLATES, BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED AND PAINTED BLACK TO MATCH RAILING.



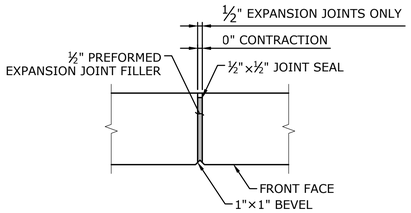
PLAN



ELEVATION

SIDE MOUNTED RAILING POST CONNECTION

SCALE: 1½"=1'-0"

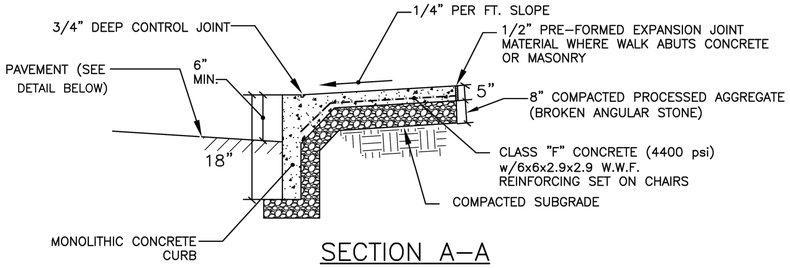


NOTES:

1. JOINT SEAL TO EXTEND FROM TOP OF FOOTING TO TOP OF WALL.
2. NO REINFORCEMENT SHALL PASS THROUGH EXPANSION OR CONTRACTION JOINTS.
3. REINFORCEMENT SHALL PASS THROUGH CONSTRUCTION JOINTS.

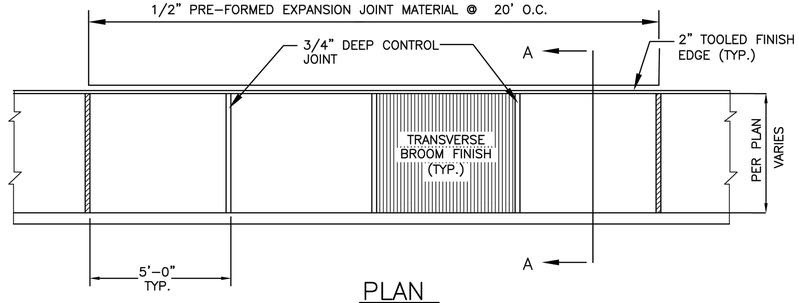
EXPANSION AND CONTRACTION JOINT DETAIL

SCALE: 1½" = 1'-0"



SECTION A–A

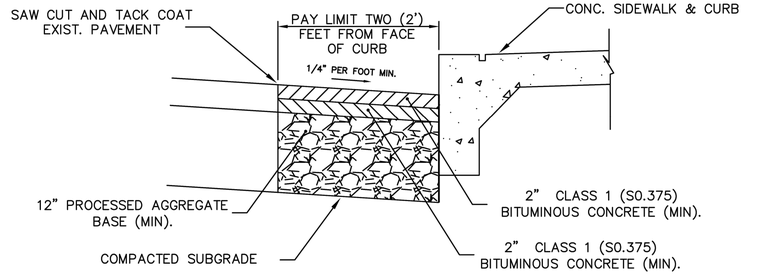
MONOLITHIC w/ NEW CONCRETE CURB



PLAN

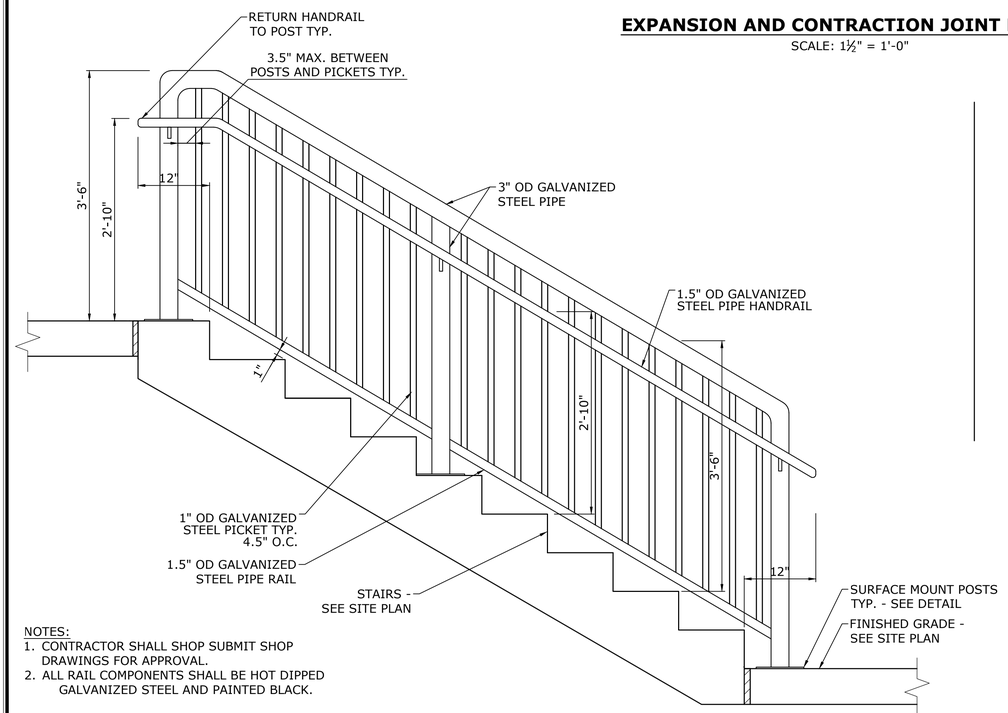
CONCRETE SIDEWALK DETAIL

NOT TO SCALE



PAVEMENT REPAIR DETAIL

NOT TO SCALE

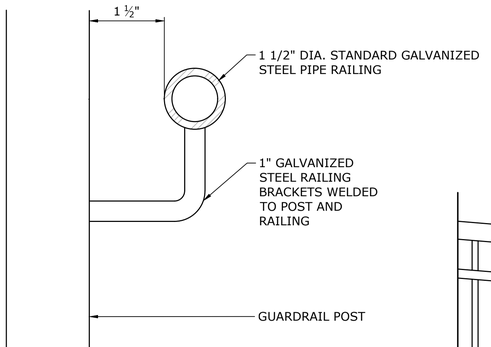


NOTES:

1. CONTRACTOR SHALL SHOP SUBMIT SHOP DRAWINGS FOR APPROVAL.
2. ALL RAIL COMPONENTS SHALL BE HOT DIPPED GALVANIZED STEEL AND PAINTED BLACK.

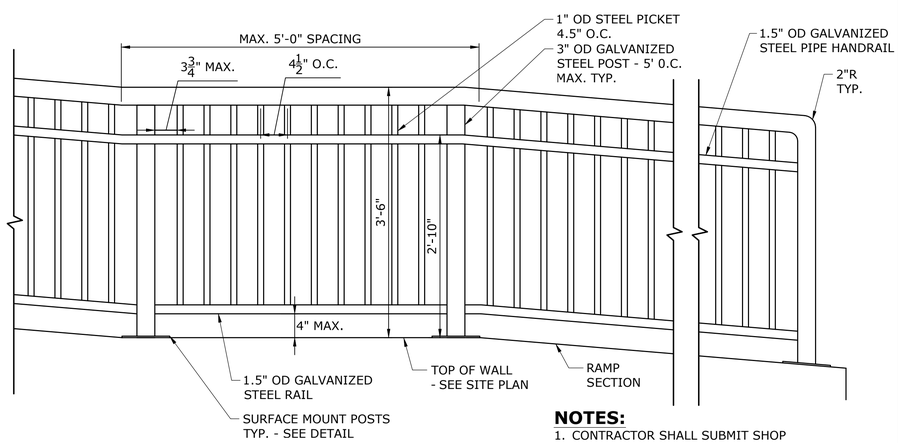
TYPICAL STAIR STEEL RAILING AND HANDRAIL

NOT TO SCALE



HANDRAIL

NOT TO SCALE



NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL.
2. ALL RAIL COMPONENTS SHALL BE HOT DIPPED GALVANIZED STEEL AND PAINTED BLACK.

TYPICAL STEEL RAILING DETAIL
NOT TO SCALE

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DESCRIPTION | DATE | BY

STRUCTURAL DETAILS

CONGRESS AVENUE WALL

CONGRESS AVENUE & WASHINGTON AVENUE WATERBURY, CONNECTICUT

KP	SR	KP
DESIGNED	DRAWN	CHECKED

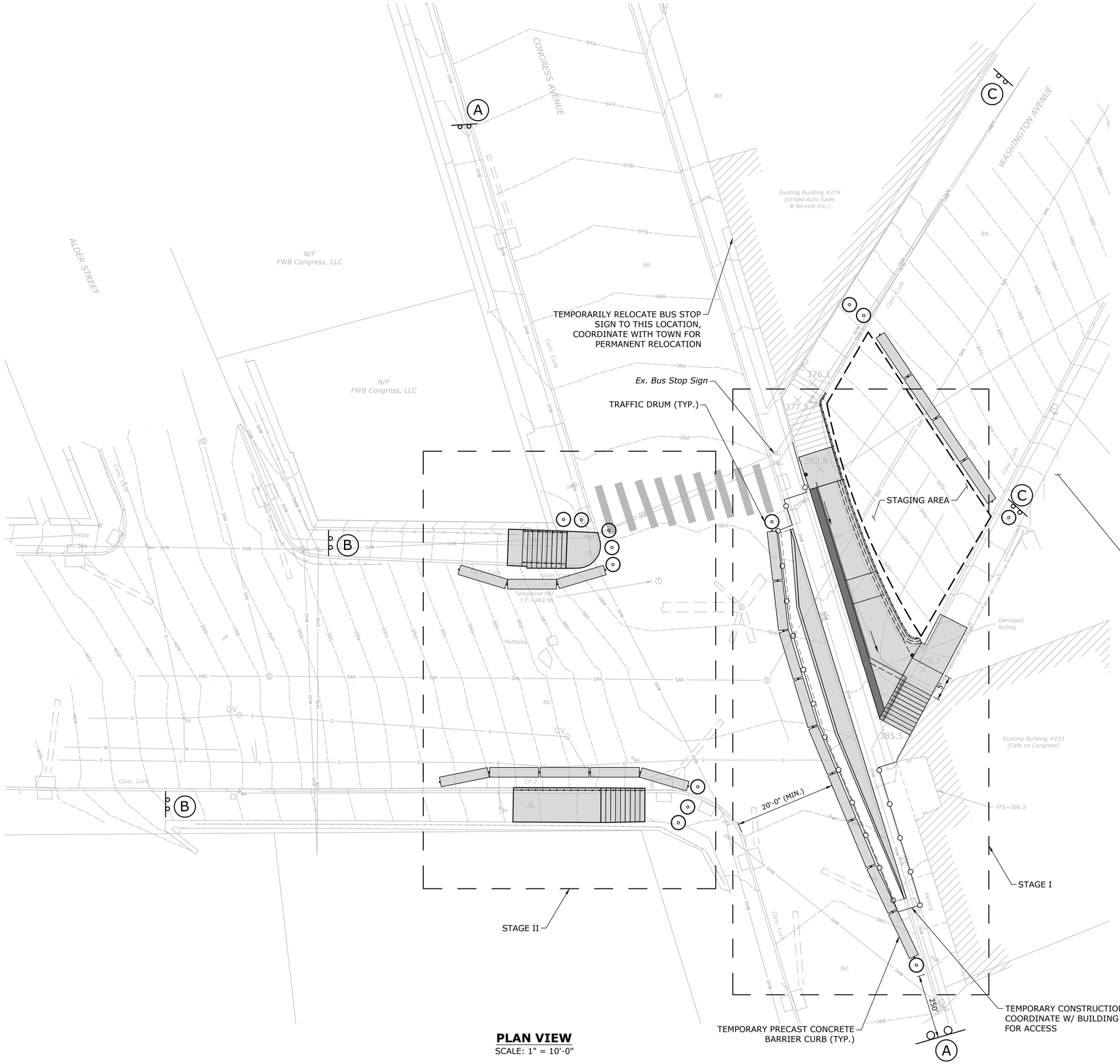
SCALE: AS NOTED

DATE: AUGUST 06, 2026

PROJECT NO.: 50877.00001

SHEET NO.: 06 OF 07

SHEET NAME: **STR-03**



PLAN VIEW
SCALE: 1" = 10'-0"

SUGGESTED CONSTRUCTION SEQUENCE

STAGE I

1. INSTALL TRAFFIC CONTROLS.
2. INSTALL TEMPORARY CONSTRUCTION FENCE.
3. REMOVE EXISTING WALL, RAMP AND STAIRS ON EAST SIDE OF CONGRESS AVENUE.
4. INSTALL PROPOSED WALL, RAMP AND STAIRS.
5. REMOVE TEMPORARY CONSTRUCTION FENCE.

STAGE II

1. RELOCATE TRAFFIC CONTROLS TO WEST SIDE OF CONGRESS AVENUE.
2. REMOVE EXISTING STAIRS AND RAILING.
3. INSTALL PROPOSED STAIRS AND RAILING.
4. REMOVE TRAFFIC CONTROLS.

TRAFFIC MANAGEMENT SIGN LEGEND

PLAN DESIGNATION	MESSAGE	SIZE	MUTCD/CONNDOT DESIGNATION
(A)	ROAD NARROWS	48"x30"	80-9080*
(B)	ROAD CLOSED	48"x30"	80-9080*
(C)	SIDEWALK CLOSED	48"x30"	80-9080*

TRAFFIC MANAGEMENT NOTES:

1. ACCESS AND EGRESS TO DRIVEWAYS AND THRALL ROAD MUST BE MAINTAINED AT ALL TIMES.
2. CONTRACTOR SHALL NOTIFY STATE, CITY AND EMERGENCY SERVICES (WATERBURY) AT LEAST 14 DAYS IN ADVANCE OF ROAD CLOSURE/DETOUR.
3. MOVING PRECAST CONCRETE BARRIER CURB AND CONSTRUCTION BARRICADES FOR DAILY ACCESS TO THE WORK AREA WILL NOT BE MEASURED FOR PAYMENT.
4. WHERE POST MOUNTED, CONSTRUCTION SIGNS SHALL BE MOUNTED ON BREAKAWAY POSTS.
5. EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNS SHALL BE REMOVED OR COVERED AS DIRECTED BY THE ENGINEER.

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DESCRIPTION	DATE	BY

TRAFFIC MANAGEMENT PLAN
CONGRESS AVENUE WALL
CONGRESS AVENUE & WASHINGTON AVENUE
WATERBURY, CONNECTICUT

GM	GM	KP
DESIGNED	DRAWN	CHECKED

SCALE: 1"= 10'
DATE: AUGUST 06, 2026
PROJECT NO.: 050877.00001
SHEET NO.: 07 OF 07
SHEET NAME: MPT-01

RFP #8918

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE	PAGE
1. SPECIAL NOTE	SC-1
2. PERMITS	SC-1
3. CONSTRUCTION STAKE OUT	SC-2
4. SITE RESTORATION	SC-2
5. CITY NOTIFICATION - BACKFILLING	SC-2
6. FORM 819 – CONFLICTS	SC-2
7. PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-2
8. ACCESS TO PRIVATE & PUBLIC PROPERTY	SC-2
9. WINTER SHUTDOWN	SC-3
10. ADJUSTMENT OF EXISTING UTILITIES	SC-3
11. CHANGES TO THE WORK	SC-3/10
12. LAYDOWN AREAS / MATERIAL STORAGE	SC-10
13. ADDENDUM TO GENERAL CONDITIONS 11 and 95	SC-10/11
14. ADDENDUM TO GENERAL CONDITION 1	SC-11
15. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS	SC-11
16. ADDENDUM TO GENERAL CONDITIONS 2	SC-11
17. ADDENDUM TO GENERAL CONITINS 8, 9 AND 10	SC-11
18. CHRO AND CONTRACT REQUIREMENTS	SC-12
19. CALL BEFORE YOU DIG (CBYD)	SC-11/12
20. OWNER CONTROLLED CONTINGENCY ALLOWANCE	SC-12
21. MONUMENTS OR PROPERTY MARKERS	SC-12
22. OSHA-10 CARDS	SC-13

SPECIAL CONDITIONS

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. 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.

Exception: Local Permit Fess: **Local permit fees will be waived by the City**. Pursuant to City Code Section 110.12, the City portion of all local permit fees will be waived. However, the Contractor will be responsible for the applicable State and Federal portions of all local permit fees. All applicable Federal and State fees associated with local permits shall be paid for by the Contractor to the City, who will submit the fee(s) to the appropriate governmental entity.

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.

Connecticut Department of Transportation CT DOT) Encroachment Permits are required for all work on state roads. A copy of the permit shall be maintained on site at all times and Contractor shall comply with all permit requirements. Contractor is responsible for notifying CT DOT of work schedule and arranging required inspections.

ARTICLE 3. CONSTRUCTION STAKE OUT

The City will provide construction stakeout for the pedestrian ramps, if any. Contractor is responsible for all other construction stake out.

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. FORM 819 - CONFLICTS

Any provision of Form 819 - State of Connecticut Department of Transportation "Standard Specifications for Road, Bridges, and Incidental Construction, "including the latest supplements thereto that conflict with the Contract Documents shall be of no effect relative to this Project.

ARTICLE 7. 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 8. 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 9. WINTER SHUTDOWN

No 'winter shutdown' will be permitted for this Project.

ARTICLE 10. ADJUSTMENT OF EXISTING UTILITIES

The contactor shall raise or lower as necessary the top of all utility valve boxes, gas service curb boxes, handholds, parking meter kiosks, cleanouts, traffic boxes, and any other utility access structures within the work area to match the finished grade. No extra compensation will be allowed for adjustment of existing utilities except as noted on plans or Technical Specifications.

ARTICLE 11. 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.

(1) 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.

(2) 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.

(3) The term "significant change" shall be construed to apply

when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

when an item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

D. Extra Work

Unforeseen work made necessary by the Project Engineer's changes as previously described, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Project Engineer wants the Contractor to propose a unit price or, instead, a lump sum, for the extra work. Within 5 calendar days of receipt of such notification, the Contractor shall advise the Project Engineer, in writing, of the proposed compensation (as a unit price or lump sum, whichever has been requested by the Project Engineer) that the Contractor requests as compensation for the required extra work. The Contractor's request shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The character and extent of the extra work, together with the basis of compensation, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work and/or basis of compensation, and if the Contractor is not willing to agree to the extra work, the Contractor must, within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer's letter.

E. Cost Plus Work

The Contractor's compensation for all work done on a cost-plus basis shall be determined in accordance with the following:

(a) Labor:

(1) For all labor, payment calculations shall be based on the wage rate actually paid by Contractor as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, payment calculations shall be based the actual wage paid by Contractor to the foremen as shown on the Contractor's certified payroll.

(2) The payment calculations shall the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, bonding, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the payment calculations shall include Contractor's actual Project costs. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(4) The payment calculations shall also include an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above cost calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Project Engineer, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, the City will make a determination based on such rate as he deems reasonable.

The City reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

(5) 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.

(b) 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.

(c) 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. SC-9

(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 12. 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 13. 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 14. ADDENDUM TO GENERAL CONDITION 1

Reference is made to General Condition Article 1 – Plans and Specifications at the Site; Record Documents. Marked up drawings and/or As-Built drawings will not be required for this Project.

ARTICLE 15. 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 16. ADDENDUM TO GENERAL CONDITIONS 2

Reference is made to General Condition Article 2 – Construction Progress Schedule. Reference is made to General Condition Article 2 – Construction Progress Schedule. For this project, Contractor shall not be required to provide a Sedimentation and Erosion Control Plan, a Water Control Plan and/or Environmental Protection Plan as may be outlined or referenced in the various Articles of these General Conditions.

ARTICLE 17. 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 or elsewhere in the Contract Documents.

ARTICLE 18. CHRO AND CONTRACT REQUIREMENTS

Bidder's attention is drawn to the fact that should the value of the assigned work equal or exceed $50,000 a contract with the City of Waterbury will be required and the State of Connecticut Commission on Human Rights and Opportunities (CHRO) contract provisions will apply for all projects where the state funded portion of the project equals or exceeds $150,000.

ARTICLE 19. CALL BEFORE YOU DIG (CBYD)

Before any excavation work is performed, the Contractor must contact Call Before You Dig (CBYD) at 811 or 1-800-922-4455 or by email to obtain and maintain a request number and the names of the utility companies that are being notified. The Contractor, (upon request) must supply the City with the request number(s) and update the City as needed. Upon request, the Contractor must supply the City a complete list of utilities that CBYD will contact for each request. Any subsurface excavations or explorations must be cleared with CBYD at least two (2) days prior to performing work. Any utility conflict must be approved by the City in writing. Information on CBYD is found at the following link, as modified from time to time (www.cbyd.com).

ARTICLE 20. 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 11 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 21. MONUMENTS OR PROPERTY MARKERS

City must be notified immediately if any monuments or property markers are damaged or

destroyed. Contractor is responsible for repairing or restoring any broke, damaged or removed monuments or property markers to City standards and Connecticut state law, standards and regulations.

Article 22. OSHA-10 CARDS

The Contractor is required to provide proof of OSHA-10 course completion for all contractor and subcontractor employees working on-site prior to said employees performing any work on site.

END OF SECTION

RFP # 8918

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
1.	PLANS AND SPECIFICATIONS AT THE SITE	GC-1
2.	CONSTRUCTION PROGRESS SCHEDULE	GC-1
3.	ESTIMATED QUANTITIES	GC-2
4.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	GC-3
5.	PARTIAL PAYMENTS	GC-3
6.	INSPECTION AND TESTS	GC-3
7.	UTILITIES	GC-4
8.	SEDIMENTATION AND EROSION CONTROL	GC-4
9.	PROTECTION OF ENVIRONMENTAL RESOURCES	GC-4
10.	ENVIRONMENTAL PROTECTION PLAN	GC-5
11.	TEMPORARY UTILITIES	GC-6
12.	ABBREVIATIONS	GC-6
13.	SUBSURFACE EXPLORATION	GC-7
14.	CONTRACT AND CONTRACT DOCUMENTS	GC-7
15.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	GC-8
16.	CONTRACTOR'S TITLE TO MATERIALS	GC-9
17.	“OR EQUAL" CLAUSES	GC-9
18.	REPRESENTATIONS OF THE CONTRACTOR	GC-9
19.	PROTECTION OF WORK AND PROPERTY (EMERGENCY)	GC-9
20.	WEATHER CONDITIONS	GC-10
21.	SUBLETTING	GC-10
22.	SUBSTITUTE BOND	GC-10
23.	RIGHT TO WITHHOLD PAYMENTS	GC-11
24.	PAYMENTS BY CONTRACTOR	GC-11
25.	NOTICE OF WARNING	GC-11
26.	PROGRESS MEETINGS.	GC-11
27.	PERMITS	GC-11
28.	RIGHT TO USE THE WORK	GC-12
29.	PROVISIONS REQUIRED BY LAW	GC-12
30.	WAIVER	GC-12
31.	USE OF PREMISES AND REMOVAL OF DEBRIS	GC-12

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
32.	RIGHT OF WAY AND SUSPENSION OF WORK	GC-12
33.	CONSTRUCTION EQUIPMENT AND MACHINERY	GC-12
34.	GENERAL GUARANTEE	GC-13
35.	PROCEDURE IN CONSTRUCTION	GC-13
36.	APPRENTICES	GC-14
37.	CONTROL OF WORK	GC-14
38.	CITY'S CONTROL NOT LIMITED	GC-14
39.	AUTHORITY AND DUTIES OF INSPECTORS	GC-14
40.	INSPECTION AND CORRECTION OF WORK	GC-14
41.	CONTRACTOR'S OBLIGATIONS	GC-15
42.	TOILET ACCOMMODATIONS AND DRINKING WATER	GC-15
43.	SAFETY AND HEALTH REGULATIONS	GC-15
44.	OWNERSHIP OF DRAWINGS AND SPECIFICATIONS	GC-16
45.	RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES	GC-16
46.	LISTING OF EMPLOYMENT OPENINGS	GC-16
47.	SERVICE OF PROCESS	GC-16
48.	CITY OF WATERBURY ORDINANCE CHAPTER 34	GC-16
49.	WAGE RATES	GC-16
50.	SCHEDULE AND POSTING OF MINIMUM WAGE RATES	GC-17
51.	COMPUTATION OF WAGES AND OVERTIME COMPENSATION	GC-17
52.	WAGE UNDERPAYMENTS AND ADJUSTMENTS	GC-17
53.	CONFORMANCE OF WORK	GC-17
54.	DIMENSIONS AND SCHEDULES	GC-18
55.	PROTECTION FROM STORM	GC-18
56.	PROTECTION OF WORK AND MATERIALS	GC-18
57.	FURTHER SAFEGUARDS	GC-18
58.	FIRST AID TO INJURED	GC-18
59.	CONFORMANCE WITH DIRECTIONS	GC-18
60.	COMPETENT HELP TO BE EMPLOYED	GC-18
61.	STREETS AND SIDEWALKS TO BE KEPT OPEN	GC-18
62.	LIGHTS, BARRIERS, FENCES, WATCHMEN & INDEMNITY	GC-19
63.	WORK OUTSIDE REGULAR HOURS	GC-19
64.	BUS LINE INERFERENCE	GC-20

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
65.	COLD WEATHER WORK	GC-20
66.	BLASTING AND EXPLOSIVES	GC-20
67.	TUNNELING	GC-20
68.	RESERVED MATERIALS/EXCAVATED MATERIALS	GC-20
69.	OBSTRUCTIONS AND CROSSOVERS	GC-21
70.	DIRECTIONAL SIGNS AND LIGHTS	GC-21
71.	MAINTENANCE OF WORKPLACE	GC-21
72.	OPERATIONS AT SEVERAL POINTS	GC-21
73.	INTERFERENCE WITH EXISTING STRUCTURES	GC-21
74.	TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS	GC-22
75.	MATERIALS	GC-22
76.	DEFECTIVE MATERIALS	GC-22
77.	INSPECTION AND TESTING OF FURNISHED MATERIALS.	GC-22
78.	SAMPLES AND ORDERING LISTS	GC-22
79.	SANITARY CONVENIENCES	GC-22
80.	FINISHING AND CLEANING UP	GC-23
81.	RIGHTS OF ACCESS	GC-23
82.	WORK BY OTHERS	GC-23
83.	WORK WITHIN THE LIMITS OF PRIVATE PROPERTY	GC-23
84.	LOADING	GC-24
85.	COMPLETION OF WORK	GC-24
86.	DUST AND SPILLAGE CONTROL	GC-24
87.	CARE OF THE WORK	GC-25
88.	EMERGENCY WORK	GC-25
89.	FIRE PREVENTION AND PROTECTION	GC-25
90.	PLANIMETER	GC-25
91.	SUPERINTENDENCE	GC-25
92.	CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS	GC-25
93.	DAILY REPORTS	GC-26
94.	MATERIAL AND WORKMANSHIP	GC-26
95.	TEMPORARY WATER SUPPLY	GC-26
96.	FITTING AND COORDINATION OF WORK	GC-26
97.	ARCHEOLOGICAL FINDS	GC-26

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
98.	EXCAVATIONS NEAR UNDERGROUND UTILITIES	GC-27
99.	WATER QUALITY OF WELLS.	GC-27
100.	WORK IN STATE HIGHWAYS	GC-27
101.	EXISTING INSPECTION REPORTS	GC-27
102.	TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS	GC-28
103.	CLEANING FINISHED WORK	GC-28
104.	COMPLIANCE TO ACTS AND EXECUTIVE ORDERS	GC-28
105.	SEMI-FINAL INSPECTION	GC-28
106.	CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION	GC-29
107.	FINAL INSPECTION / FINAL COMPLETION	GC-29
108.	CITY'S CERTIFICATE OF FINAL COMPLETION	GC-30
109.	SEMI-FINAL PAYMENT APPLICATION	GC-30
110.	FINAL ACCEPTANCE OF PROJECT	GC-31
111.	FINAL ESTIMATE	GC-31
112.	CERTIFICATION OF FINAL PAYMENT	GC-31
113.	ACCEPTANCE OF FINAL PAYMENT	GC-31
114.	10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE	GC-31

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise in the Contract Documents, all costs associated with any work/services required or necessary under the General Conditions shall be considered as included in the Contract Amount (also referred to as Total Compensation). No separate or additional payment will be made for this work and/or services.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILT DRAWINGS

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).

2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.

2.03 The schedule shall indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.04 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.05 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall

arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

2.06 The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:

i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
iii. Reschedule work items to achieve concurrent accomplishment of work activities.

2.07 Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, ~~and~~ b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and actually performed, and/or materials furnished.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor’s periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.

6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall

control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.

H. Traffic control plan when necessary.

I. Methods of protecting surface and ground water during construction activities.

J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure

"Federal Specification" A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, and if provided by the City, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 Deleted.

14.02 The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any

and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality

and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind

subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

23.02 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.

7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD

34.01 The Contractor's General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and workmanship.

34.02 Within the Contractor's General Warranty Period, any portion of the Work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.03 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the Contractor's General Warranty Period.

34.04 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.

34.05 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by City in performing such correction.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or

determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided elsewhere in the Contract Documents.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall

observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished ~~ined~~ by the City. Such drawings and specifications are not to be used in other work.

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

45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

> Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:
>
> > "In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."

ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of all funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable section of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain

control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the

winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

66.06 Where blasting is required subsequent to commencement of construction, insurance, as required by the City's Risk Manager shall be obtained by the Contractor, and approved by the City's Risk Manager.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be

made for this work.

69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drain pipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor‘s Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City’s or Project Engineer’s directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted form any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City’s easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.

86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether or not the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capaCity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City
(2) Project Engineer or Inspector

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION

105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized “Contractor’s Affidavit of Substantial Completion” and request a Semi-Final Inspection of the work.

105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:

i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents.
ii. Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities.
iii. Where required, submit photographs, specific warranties, final certifications, and similar documents.
iv. Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.

105.3 Subsequent to City’s receipt of Contractor’s Affidavit of Substantial Completion, Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.

105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion, or advise Contractor of work that must be performed prior to issuance of said certificate, and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract

Documents.

105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompletion, and reasons for being incomplete.

ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION

106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.

106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.

106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.

106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

ARTICLE 107. FINAL INSPECTION

107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.

107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.

107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:

i. Supporting documentation required by the Contract Documents not previously submitted and accepted.
ii. Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements.
iii. Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required.
iv. Reports and forms required by Federal and/or State funding sources, as required thereby.
v. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Engineer.
vi. Any final documents requested by Project Engineer.
vii. If applicable, submit final liquidated damages settlement statement, acceptable to City.
viii. Photographs, specific warranties, final certifications, and similar documents.
ix. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified.
x. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
xi.

ARTICLE 108. FINAL ESTIMATE

108.01 If the Work is determined Finally Complete, a Final Estimate shall be prepared showing the total due Contractor under the Contract less the retainage held by the City. This Final Estimate shall show the final estimate of quantities. Should this estimate of quantities show a decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the Final Estimate by adding or deducting said amounts from the from the gross sum bid.

108.02 The Final Estimate shall reflect the final Contract Amount, all prior City payments to the Contractor, all adjusts to the Contract Amount, all retainage held by the City, any liquidated damage amounts, all unused amounts of any Owner Controlled Allowances and of all Cash Allowances, all adjustments for Alternates accepted/declined by the City and

final amount of any holdback(s) by the City.

108.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in this Final Estimate.

ARTICLE 109. SEMI-FINAL PAYMENT

109.01 Based upon the amounts and qualities set forth in the Final Estimate, the Contractor shall submit its Semi-Final Payment Application requesting the total due under the Contract, less all retainage held by the City.

109.02 This Semi-Final Payment Application shall be certified as to its correctness by the Project Engineer and will be processed in the same manner as the partial payment requests.

ARTICLE 110. LIMITED ACCEPTANCE OF WORK

110.01 Limited Acceptance of Portion(s) of the Work shall be at City's sole discretion and shall be subsequent to issuance of City's Certificate of Substantial Completion for such work and shall relieve Contractor of responsibility for the physical aspects of said portion of the work; however such termination of responsibility for the physical aspects of the work in no way affects or diminishes any other contractual requirements governing the work so accepted, or the acceptance of the Project as whole.

ARTICLE 111. FINAL COMPLETION / CITY'S CERTIFICATE OF FINAL COMPLETION

111.01 Final Completion of the Project by the City shall occur when:

a. All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed.
b. All Project work and services have been completed to the satisfaction of the City; and Semi-Final Payment has been made to the Contractor.
c. Contractor has submitted its Final Payment Application and Project Engineer has certified it as to correctness. Contractor's Final Payment Application shall be solely for release of all retainage held by the City.
d. Upon issuance to Contractor by City of City's Certificate of Final Completion**.**

111.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor and shall be a prerequisite to Project Acceptance and Final Payment by the City.

ARTICLE 112 FINAL PAYMENT / PROJECT ACCEPTANCE

112.01 Subsequent to issuance of the City's Certificate of Final Completion, the City shall process Contractor's Final Payment Application, which shall be solely for release of all retainage held by the City.

112.02 Contractor's Final Payment Application shall be certified as to its correctness by the Project Engineer and shall be based on City's Certification of Contractor's Final Payment Application.

112.03 If a Certificate of Compliance is required by the Contract Documents, Final Payment shall not be released until such certificate has been issued and delivered to the City.

112.04 Subsequent to issuance of Final Payment to the Contractor, the City shall issue its written notice of its Acceptance of the Project to the Contractor.

ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT

113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such statement shall specify the items claimed. Should the

Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

ARTICLE 114. 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

114.01 The Contractor, or any subcontractors working on the project, shall provide written proof that any and all employees working on the project jobsite have successfully completed the 10-Hour OSHA Construction Safety and Health Course.

END OF SECTION

RFP # 8918

ATTACHMENT M

Wage Rate Documentation

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-9134

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:
Project Town: Waterbury
State#:
FAP#:
Project: Congress Avenue Wall at Washington Avenue

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	44.48	29.74
2a) Diver Tenders	44.48	29.74
2b) Divers Effluent	67.52	29.74
3) Divers	52.94	29.74
03a) Millwrights	45.14	30.24
03b) Carpenter-Welder	44.98	29.74
03c) Carpenter: Working with creosote lumber or acid	45.48	29.74

As of: August 17, 2026

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	61.85	27.65
4a) Painters: Brush and Roller	41.17	27.65
4b) Painters: Spray	44.17	27.65
4bc) Painters: Spray Helper	42.17	27.65
4c) Painters: Steel Only	43.17	27.65
4d) Painters: Blast	46.17	27.65
4de) Painter: Blast Helper	42.17	27.65
4e) Painters: Tanks, Tower and Swingstage etc.	43.17	27.65
4f) Elevated Tanks (60 feet and above)	50.17	27.65
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	50.0	36.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	52.08	36.80
----LABORERS---- -		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

As of: August 17, 2026

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

As of: August 17, 2026

----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
15) Form Erectors	38.59	30.47 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
18) Miners	39.23	30.47 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	45.72	30.47 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
----TRUCK DRIVERS----(*see note below)		
Block Truck	39.98	33.00 + a

2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	51.89	30.95 + a

As of: August 17, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

As of: August 17, 2026

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

As of: August 17, 2026

27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85
----COMMUNICATION----		
Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
----DREDGING----		
Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

As of: August 17, 2026

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: August 17, 2026

RFP # 8918

ATTACHMENT J

CHRO Contract Compliance Monitoring Report

Company Name: _____

Company Address: _____

Telephone No.: _____

Email Address (Plan Preparer): _____

Email Address (Head of Company): _____

Email Address (other company contacts): _____

Date Submitted: **Click or tap to enter a date.**

☐ Original Plan ☐ Revised Plan

GFE Plan Prepared by: _____

Name and Title of Head of Company: _____

Project Name: _____

State Contract/Project No.: _____

Project Owner: _____

Construction Manager (If applicable) _____

Total Project Contract Value: _____

State Funded Portion of the Contract Value: _____

Assigned MBE Value: _____ % $ _____

Assigned SBE Value: _____ % $ _____

Table of Contents

Note: A Good Faith Efforts Plan (GFEP) meeting all the requirements of the following sections must be filed for *each* state-funded project.

Note: A submission that does not adhere to this formatting may be rejected before it is reviewed. Any section that does not include a response to said section and/or its subsections herein will not be in compliance.

Section Number and Title	Page Number
Section 1: Project Description, Timeline, and Trades Involved	3
Section 2: Subcontractor/Supplier/Vendor Availability Analysis	6
Section 3: Minority Business Enterprise Goals and Timetables	12
Attachment III	13
Section 4: Documentation Checklist	15
Section 5: Prompt Payment Policy	16
Section 6: Close Out Documentation Notice	17
Section 7: Concluding Statement	18

Section 1: Project Description, Timeline, and Trades Involved

INSTRUCTIONS:

This section of the GFEP must detail the scope of the project, start/end dates and trades, materials and services provided by your company for this project. If a question does not apply to this project, please indicate as such by writing, "N/A", to acknowledge the question.

1. In 1–3 sentences, briefly describe the project and the work involved.

2. Project Start Date: Click or tap to enter a date.

   ☐ Actual ☐ Estimated

   Project End Date: Click or tap to enter a date.

   ☐ Actual ☐ Estimated

3. List all trades-related work that will be self-performed by your company's employees. "N/A" is an acceptable response if your company will not self-perform trades-related work. **Attach a copy of the applicable section of the agency bid document (for example: project manual, ITB, etc.), that specifies all the trades-related work required for your company's work on this project. Only include the portions necessary to verify your company's responses**.

   **Please list one trade on each line. Please add additional lines if necessary.*

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4. List all supplies that will be manufactured or self-provided by your company for use on this project (please do not list materials your company will be purchasing specifically for this project or will be furnished by a subcontractor). "N/A" is an acceptable response if your company will not manufacture or self-provide supplies. **Attach a copy of the applicable section of the agency bid document (for example: project manual, ITB, etc.), that specifies all the materials required for your company's work on this project.**

   **Please list one material on each line. Please add additional lines if necessary.*

***If your company is providing materials from its inventory, please provide documentation to verify the source (i.e. purchase orders with dates).**

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5. List all non-trades related services that will be provided by your company.
   "N/A" is an acceptable response if your company will not provide non-trades related services.

   **Please list one service on each line. Please add additional lines if necessary.*

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*****Please do not list, in this section, the trades, materials and services that your company will be awarding to subcontractors, suppliers and vendors. That information will be provided in the next section.**

☐ Please check this box to certify that your company has provided documentation from the awarding agency to support all trades and materials listed above. This includes any trades or materials with manufacturers, suppliers or subcontractors specified by the awarding agency.

Section 2: Subcontractor/Supplier/Vendor Availability Analysis

INSTRUCTIONS:

Before filling out the rest of this section, please check the DAS Supplier Diversity Program Database to confirm that every Small Business Enterprise (SBE), Minority-Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), and Disabled Person-Owned Business Enterprise (DisBE) has an active certificate.

Follow this link to access the DAS Supplier Diversity Program Database.

Column A: Please list the trades-related work, materials, and non-trades related services for which your company will be bidding for in order to award a subcontractor, supplier or vendor to provide.
*Please indicate the specific trade, material or service and do not use general terms (wire, cable vs. Electrical Supplies).

* Please attach a copy of the contract's bid document (project manual, ITB, etc.) that specifies all the trades-related work, non-trades related work, and all materials required for the work on this project. **Only include the portions necessary to verify your company's responses. *Please do not provide the full document.***

Column B: Please list the legal names of all companies solicited for trades, materials and services, listed in Column A.

Column C: Please indicate the DAS Certification Type for the company listed. Please use "WBE" status for women owned businesses, "MBE" status for ethnic minority owned businesses, "DisBE" status for businesses owned by persons with a disability, and "SBE" status for small businesses that are not one of the aforementioned. If the company is not DAS Certified, please use "non-DAS Certified".

Column D: Please indicate the date a bid was initially solicited from each company.

Column E: Please indicate the date(s) of any additional solicitations to each company.

Column F: Please indicate the bid due date set in the solicitation.

Column G: Please indicate the date that your company received a bid from each company.

Column H: Please indicate result of the bid solicitation. Your company must be able to explain and to document to the CHRO the reason(s) why your company did not award a subcontract to each of the companies solicited. An overly vague response, such as "Bid Received," "Called/Left Message," "Said Will Bid" etc., is insufficient. For those companies that you will utilize for this project, use "Awarded" as the bid result.

Column I: Please indicate the amount of the bid.

How this section will be reviewed:

A contractor's good faith efforts shall be determined using the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

Examples* include, but are not limited to:

- Consulting the State of Connecticut Department of Administrative Services (DAS) Supplier Diversity Program.
    - When utilizing the DAS Supplier Diversity Program Website, please use simple and varied terms in the keyword search.
    - (i.e. "precast" instead of "precast concrete products" or "building material" instead of "gypsum board")
    - **If your company failed to find DAS Certified companies due to searching keywords that were too specific or singular and did not show due diligence in utilizing the DAS Supplier Diversity Program website, that may be a factor in a determination that good faith efforts were not demonstrated.**
- Using concise responses for bid results (avoid vague responses such as "did not bid" or "no response"; use responses to show follow-up).
- Soliciting bids only from those subcontractors and/or vendors who can provide the trade, material, or service.
- Including all trades, materials, and services within the company's bidding process or providing an explanation with reference as to why the trade, material, or service was not solicited (best practice is to solicit at least three SBE/MBE/WBE/DisBEs). In addition, your company should provide documentation to support its explanation as to why a trade, material or service was not solicited to S/M/W/DisBE's (i.e. page from project documents showing specific manufacturer, etc.)

**This is not an exhaustive list.*

Please note CHRO's Record Retention Policy:

1) The CHRO is authorized to audit your company records regarding contract compliance at any time during or after the performance of this project. You must develop and maintain detailed records of your solicitation of and responses from each company in the event that the CHRO requests documentation. If you solicit in writing, you must keep those written documents (e.g., letters, facsimiles, emails). If you solicit by phone, you must keep written notes about those solicitations. The CHRO may seek phone or any manner of other records. Records are subject to the CHRO's verification with any or all contractors, subcontractors, and/or suppliers of materials solicited. Records must be retained for at least two years after the CHRO issues, to your company, a Notice of File Closure letter. **Please provide the required information for all trades related work your company will award to a subcontractor.**

** Please add additional lines if necessary.*

Example

A	B	C	D	E	F	G	H	I
Type of Trade	**Company Legal Name**	**DAS Certification**	**Date Solicitation Sent**	**Date(s) of Additional Solicitations**	**Date Bids Due**	**Date Bid Received**	**Outcome**	**Bid Amount**
Rough Carpentry	ABC Construction	SBE	02/02/2026	02/15/2026 02/22/2026	02/28/2026	02/12/2026	Bid Incomplete	$5,000.00
Rough Carpentry	Carpenter's LLC	DisBE	02/02/2026	N/A	02/28/2026	02/05/2026	Awarded	$23,456.00
Rough Carpentry	Hard Knocks Woodwork	Non-DAS Certified	02/02/2026	02/15/2026	02/28/2026	02/16/2026	Bid Too High	$25,000.00
Electrical	Boltz Electric, LLC	non-DAS Certified	02/02/2026	N/A	02/28/2026	02/12/2026	Awarded	$19,222.33
Electrical	XYZ Electrical Co, Inc.	SBE	02/02/2026	02/15/2026 02/22/2026	02/28/2026	N/A	No response to 3 solicitations	N/A

A	B	C	D	E	F	G	H	I
Type of Trade	**Company Legal Name**	**DAS Certification**	**Date Solicitation Sent**	**Date(s) of Additional Solicitations**	**Date Bids Due**	**Date Bid Received**	**Outcome**	**Bid Amount**

2) <u>Please provide the required information for all materials your company will award to a supplier or vendor.</u>

** Please add additional lines if necessary.*

<u>Example</u>

A	B	C	D	E	F	G	H	I
Type of Material	**Company Legal Name**	**DAS Certification**	**Date Solicitation Sent**	**Date(s) of Additional Solicitations**	**Date Bids Due**	**Date Bid Received**	**Outcome**	**Bid Amount**
Hardwood Supplier	XYZ Material Suppliers	WBE	02/04/2026	02/15/2026 02/22/2026	02/28/2026	02/27/2026	Bid Too High	$6,789.00
Hardwood Supplier	Best Floor Co.	DisBE	02/04/2026	N/A	02/28/2026	N/A	Declined To Bid	N/A
Hardwood Supplier	ABC Construction Supply	Non-DAS Certified	02/04/2026	02/15/2026	02/28/2026	02/16/2026	Awarded	$5,999.99
Cable, Conduit, Fixtures, Boxes	Wires and Things, LLC	WBE	02/04/2026	N/A	02/28/2026	02/10/2026	Awarded	$15,432.00
Cable, Conduit, Fixtures, Boxes	Shockingly Good Electrical Supply, Inc.	SBE	02/04/2026	02/15/2026 02/22/2026	02/28/2026	N/A	No response to 3 solicitations	N/A

A	B	C	D	E	F	G	H	I

Type of Material	Company Legal Name	DAS Certification	Date Solicitation Sent	Date(s) of Additional Solicitations	Date Bids Due	Date Bid Received	Outcome	Bid Amount

3) <u>Please provide the required information for all non-trades related services your company will award.</u>

** Please add additional lines if necessary.*

<u>Example</u>

A	B	C	D	E	F	G	H	I
Type of Service	Company Legal Name	DAS Certification	Date Solicitation Sent	Date(s) of Additional Solicitations	Date Bids Due	Date Bid Received	Outcome	Bid Amount
Portable toilets	Number 1	MBE	02/04/2026	02/10/2026	02/18/2026	02/10/2026	Bid Too High	$999.99
Portable toilets	When Nature Call	SBE	02/04/2026	N/A	02/18/2026	N/A	Scheduling Conflict	N/A
Portable toilets	Pristine Port-a-lets	non-DAS Certified	02/04/2026	02/10/2026	02/18/2026	02/14/2026	Awarded	$876,54
Dumpsters	Waste Not, Inc.	non-DAS Certified	02/04/2026	02/10/2026 02/16/2026	02/18/2026	02/17/2026	Bid Too High	$519.00
Dumpsters	Dumpsters LLC.	WBE	02/04/2026	02/10/2026	02/18/2026	02/14/2026	Awarded	$419.00

A	B	C	D	E	F	G	H	I

Type of Service	Company Legal Name	DAS Certification	Date Solicitation Sent	Date(s) of Additional Solicitations	Date Bids Due	Date Bid Received	Outcome	Bid Amount

☐ Please check this box to certify that your company has provided documentation from the awarding agency to support all trades and materials listed above. This includes any trades or materials with manufacturers, suppliers or subcontractors specified by the awarding agency.

***If your company did not award the lowest bidder, please provide an explanation and attach supporting documentation.**

In reference to the solicitations listed above, please provide responses to the following two questions.

1. Did your company provide written notice to a reasonable number (given availability of DAS Certified S/M/W/DisBE companies for each Trade, Material or Service) of specific S/M/W/DisBE companies that their interest in the contract is being solicited, at least 10 days before bids are due to allow S/M/W/DisBE companies time to participate? If you could not solicit S/M/W/DisBE companies for any trade, material or service, please provide a justifiable reason as to why not.

☐ Yes ☐ No

<u>* Your response should be supported by information provided earlier in this section.</u>

2. Did your company follow up initial solicitation of interest by contacting S/M/W/DisBE companies to determine whether the S/M/W/DisBE companies are interested?

☐ Yes ☐ No

Section 3: Minority Business Enterprise Goals and Timetables

INSTRUCTIONS:

Provide all the information requested in the Attachment III.

- List all companies who were designated as "***Awarded***" in Section 2, Column G.
  - List all awarded MBEs, WBEs, and DisBEs in the top table ("Part A").
  - List all awarded SBEs in the middle table ("Part B").
  - List all awarded non-DAS Certified Companies in the bottom table ("Part C").
  - The contract values listed should correspond to the bid amounts in Section 2, Column H.
- List your company in the appliable table (Part A, B or C) with its contract value.
  - To calculate your company's contract value, start with the total project contract value and deduct the dollar values of the contracts awarded to all subcontractors, suppliers and vendors.
- Input all percentages requested in the Attachment III. (Please use the State Funded Portion of the contract value to calculate percentages).
- Attach a ***current copy*** of the DAS Supplier Diversity Certificate for each company listed in Part A and Part B. Companies must be DAS Certified during their participation in the project for their contracts to count toward goal achievement.

Once your company's Plan is approved, your company may not add or delete any of the companies nor alter any of the contract values as listed on the Attachment III of your company's approved Plan, except as follows. After your company's Plan is approved, Attachment III may be altered only if your company submits the following items:

I) A cover letter that
   A) Requests acknowledgement of the change and
   B) Details the reason(s) why the CHRO should grant the change.

II) Documentation that verifies the reason(s) for removal or addition
   A) For removal: confirmation that the business is closed, a change order from the owner that eliminates a subcontractor's portion of the project, etc.
   B) For addition: a copy of the company's current DAS S/M/W/DisBE certification;

II) A Revised Attachment III listing the date of the revision (in mm/dd/yyyy format) and incorporating the requested change.

NOTE: Upon a project's completion, only those companies that are listed on the latest approved Attachment III, and who have maintained a current DAS Supplier Diversity certification throughout the duration of the project, will be utilized in the CHRO's final calculations of actual goal achievement upon the project's completion.

The CHRO encourages your company to not just meet its spending allocation goals, but to surpass them in order to ensure project circumstances (e.g., delays, change orders, decrease between estimate amount and contract amount) do not cause your company to fall below the spending allocation goals as projected in its approved Good Faith Efforts Plan.

Attachment III

Total Contract Value:	$	
State Funding Portion of the Contract Value:	$	
M/W/DisBE Value as Assigned by the Awarding Authority:	%	$
SBE Value as Assigned by the Awarding Authority:	%	$

A. Please identify MBE/WBE/DisBE subcontractors/vendors who will participate on the project.

Company Name	**DAS Certification Type (MBE/WBE/DisBE)**	**DAS Certification Expiration Date**	**Date Contract Executed**	**Contract Value**
			Total amount of MBE, WBE, & DisBE contract values: $	(Total amount of MBE, WBE, & DisBE contract values ÷ project value **x** 100) %

B. Please identify SBE contractors/vendors who will participate on the project.

Company Name	DAS Certification Type (SBE)	DAS Certification Expiration Date	Date Contract Executed	Contract Value
			Total amount of SBE contract values:	Total amount of SBE contract values ÷ project value **x** 100= %
Total amount of all contract values listed in A & B =			$	Total amount of all contract values listed in A & B ÷ project value **x** 100 = %

C. Please identify all non-DAS certified contractors/vendors who will participate on the project.

Company Name	Date Contract Executed	Contract Value
		Total amount of non-certified companies contract values**.** $

Please use additional sheets if necessary

Section 4: Documentation Checklist

The following documentation is required to accompany all plan submissions. Additional documentation requests may be made during the course of the review process in order to determine whether good faith efforts were made to comply with the statutory requirements. ***Please check the box next to each document to acknowledge and confirm the document has been attached behind the applicable section of your company's plan.***

Section 1: Project Description, Timeline, and Trades Involved

☐ A copy of the applicable section of the agency bid document (for example: project manual, ITB, etc.), that specifies all the trades-related work and materials required for your company's work this project. **Only include the portions necessary to verify your company's responses. *Please do not provide the full document.***

☐ Documentation of the source of materials, if your company is providing materials from its inventory (i.e. purchase orders with dates).

Section 2: Subcontractor/Supplier/Vendor Availability Analysis

☐ A copy of the applicable section of the agency bid document (project manual, ITB, etc.) that specifies all the trades-related work, non-trades related work, and all materials required to be provided by subcontractors, suppliers and vendors on this project. **Only include the portions necessary to verify your company's responses. *Please do not provide the full document.***

☐ Documentation to support your company's explanation as to why a trade, material or service was not solicited to S/M/W/DisBE's (i.e. page from project documents showing specific manufacturer, etc.)

☐ Documentation to support why your company did not award the lowest bidder for any trade, material or service.

Section 3: Minority Business Enterprise Goals and Timetables

☐ A copy of the Dept. of Administrative Services (DAS) Supplier Diversity Certificate for any subcontractor, supplier or vendor hired by your company to work on this project.

Section 5: Prompt Payment Policy

Contractors are required to abide by the Prompt Payment Policy, as is their obligation under state statute.

General Contractors/Prime Contractors must pay all subcontractors, suppliers and vendors within fifteen (15) days past the contractual due date unless there is a bona fide dispute.

Failure to abide by the Prompt Payment Policy may result in enforcement action being taken.

If you have any questions, please contact the Contract Compliance unit at (860)541-3434 for assistance.

☐ **I understand my company's obligation to abide by the Prompt Payment Policy.**

Section 6: Close Out Documentation Notice

Contractors are required to provide the following documentation within forty-five (45) days from the date of substantial completion. Failure to submit this documentation may result in an enforcement action being brought.

Within 45 days of substantial completion, please provide:

- Cover Letter.
  - For the cover letter format, go to our website.
- A copy of the Final Change Order
- Notice of Substantial Completion from the project owner.
- A full and complete list of all subcontractors/vendors/service providers awarded for the project (Final Attachment III).
- Lien waivers for all of the awarded subcontractors/vendors/service providers awarded for the project.

If you have any questions, please contact the Contract Compliance unit at (860)541-3434 for assistance.

☐ **I understand my obligations to provide the above documentation within forty-five (45) days of my company's substantial completion date.**

Section 7: Concluding Statement

I have read and pledge my full support to all sections of this Good Faith Efforts Plan, and that the commitments therein, are true and correct to the best of my knowledge. I pledge my "best good faith efforts" to achieve the objectives of the Plan within the established time frames.

This company will comply with the state statutes regulating prompt payment of subcontractors, suppliers and vendors.

Furthermore, this company will comply with any request by the Commission for records and documents. It understands that failure to do so may subject this company to enforcement action by the Commission.

Click or tap to enter a date.

Date

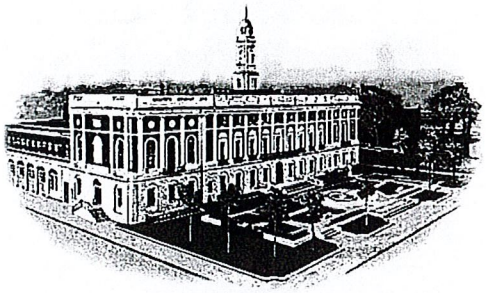
Head of Company's Signature

Printed Name and Title

Company Name

#31

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR

THE CITY OF WATERBURY

CONNECTICUT

November 5, 2026

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

Re: Unrestricted and Restricted Appointments to Boards and Commissions

Dear Honorable Board Members:

I hereby notify this Honorable Board of my appointment of the following individuals to the following Boards and Commissions of the City of Waterbury:

The following Appointments are placed before you for favorable consideration, "not to disapprove" the following individuals:

UNRESTRICTED APPOINTMENTS:

BOARD OF ETHICS

Appointee	**Term to be appointed**
Brian J. Mongelluzzo (R)	8/1/2026-7/31/2031

Respectfully submitted,

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

WATERBURY CITY CLERK
RECEIVED
2026 NOV -5 P 3:51

City of Waterbury

Bureau of Engineering

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Alderman Grasso and Board Members

From: Salvatore D. Porzio, Project Manager, Engineering

Date: November 5, 2026

Re: **Submission to Board of Aldermen** – List of Task Orders issued by Engineering Department pursuant to RFQ #8132 for Engineering On-Call Services 2025-2027

As requested, the Engineering Department hereby submits a list of Task Orders issued during Fiscal Years 25 & 26 by Engineering Department pursuant to RFQ #8132 for Engineering On-Call Services 2025-2027.

Additionally, please be advised that Engineering will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

ENGINEERING DEPARTMENT

RFQ #8132 – Engineering On Call Services 2025 - 2027

On-Call Contract Task Orders

FY25 (7/1/24 - 6/30/25)				
P.O. #	**Date PO Issued**	**Task Order Title/Description**	**PO Amount**	**Vendor**
233145	3/3/25	Regulatory Dam Inspections	$27,216.45	Tighe & Bond
233146	3/3/25	Risdon Dam Breach Analysis	$16,511.72	Tighe & Bond
234970	5/2/25	Intersection Analysis - East Main and Meriden	$15,945.00	SLR
234971	5/2/25	2025 Pavement Program Inspection	$55,466.50	SLR
233230	3/5/25	Water Main - Washington over Mad River	$24,956.42	RHS
233231	3/5/25	Water Main - South Main over Mad River	$27,956.72	RHS
234678	4/17/25	2024 MS4 Report	$3,393.00	HRP
236151	6/27/25	2025 Pavement Compaction Testing	$29,035.00	AI Engineers
235915	6/4/25	2148 Flood Mitigation CEI Services	$82,684.00	SLR
Total Amount FY 25 Task Orders:			**$283,164.81**	

FY26 (7/1/25 - 6/30/26)				
P.O. #	**Date PO Issued**	**Task Order Title/Description**	**PO Amount**	**Vendor**
237378	7/28/25	West Main St Traffic Signal Design - LOTCIP	$75,707.00	VN
238196	7/15/25	Congress Ave Retaining Wall Modifications	$27,993.10	SLR
237773	8/13/25	2025 MS4 Program	$22,402.48	HRP
237350	7/28/25	On-Call Traffic Engineering Services	$4,258.98	VN
236890	7/15/25	On-Call Traffic Engineering Services	$14,225.70	SLR
238006	8/21/25	Washington Park Community Center HVAC	$32,440.00	Salamone
238590	9/15/25	Great Brook Culvert Brown Street	$381,530.00	SLR
241943	1/21/26	Inspection of Mad River Flood Control Channel	$27,979.03	Civil 1
239128	10/2/25	Wyman Ave Sign Request	$6,571.55	SLR
241629	1/8/26	Gilbert St Drainage	$5,541.00	SLR
243416	2/19/26	Center St Sidewalk Rehabilitation	$15,485.00	SLR
243300	3/11/26	North Walnut St Drainage and Sidewalk Design	$30,300.00	Luchs
246015	6/1/26	Pavement Program Inspection 2026	$196,534.00	SLR
245617	2/19/26	Congress Ave Retaining Wall Modifications CEI	$37,232.00	SLR
245706	6/1/26	Great Brook Culvert Biological Assessment	$8,029.00	SLR
Total Amount FY 26 Task Orders:			**$886,228.84**	

ENGINEERING DEPARTMENT

RFQ #8132 – Engineering On Call Services 2025 - 2027

On-Call Contract Task Orders

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TAX COLLECTOR'S OFFICE

Memo

To: City Clerk's Office

From: Tax Collector

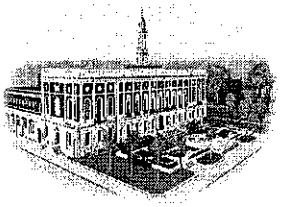
CC:

Date: 11/4/2026

Re: Tax Refunds for the Board of Aldermen meeting on November 16, 2026.

Please acknowledge receipts of the attached vouchers representing tax refunds to be approved by the Board of Aldermen meeting on November 16, 2026

The vouchers represent $30,223.61 in tax refunds.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

November 4, 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
24/25mv	30069	various	Ally Financial PO Box 7119	$1,886.36	MV Adjustment
24mv	30085	56419	Essie Bonaparte 44 Center St	$97.38	MV Adjustment
25real	30052	5937	Chanas Properties LLC 232 Keap St	$1,539.19	Mtg and owner pd
22real	29655	24186	CT Renaissance Fund Inc 1 Waterview Dr	$7,778.04	taxable to exempt
24real	29892	25260	Cotality 3001 Hackberry Rd	$1,907.72	mtg pd in error
25real	30056	17612	Cotality 3001 Hackberry Rd	$379.23	Mtg and owner pd
24supp	30038	various	Dolen Trust 3000 Lakeside Dr Ste 2	$814.21	MV Adjustment
25mv	30068	various	Enterprise FM Trust 2281 Ball Dr	$3,216.73	MV Adjustment
25mv	29968	64960	Felipe Ferraz 921 Hamilton Ave Apt 10	$90.07	MV Adjustment
25mv	30086	76098	Debbie Gray 58 Albion St 2 FL	$109.39	MV Adjustment
25mv	30074	various	Honda Lease Trust 11675 Great Oaks Way	$895.44	MV Adjustment
25mv	30078	80334	Hyundai Lease Titling Trust 4100 Wildwood PKWY	$542.08	MV Adjustment
25mv	30075	92058	Mercedes-Benz Vehicle Trust 14372 Heritage Pkwy	$274.43	MV Adjustment
25real	30053	25308	Richard or Linda Riley 241 Willow St	$1,566.96	PD Twice
25mv	30081	108921	Santander Auto Lease Titling Ltd 1601 Elm St Ste 800	$927.52	MV Adjustment
25real	30058	30157	Tricord Investments LLC PO Box 4400	$169.61	previous owner pd in err
24/25mv	30070	various	Toyota Lease Trust 525 Fellowship Rd	$2,166.75	MV Adjustment
25mv	30079	116940	USB Leasing LT 1850 Osborn Ave	$513.49	MV Adjustment
25mv	30033	118081	Catheline or Maria Velazquez 34 Chestnut Ave	$66.84	MV Adjustment
25real	30100	1368	Wieder & Wieder PC 35 East Grassy Sprain Rd	$5,204.49	Mtg and Atty pd
24supp	30042	86898	Zion Baptist Church 137 Pearl St	$77.68	MV Adjustment
			Total	$30,223.61	

Respectfully submitted,

Cassie M. Gorman, CCMC
Tax Collector

CMG/wf