

Board of Education

REGULAR MEETING

Thursday, December 16, 2021 – 6:30 p.m.

Virtual Meeting via ZOOM

In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096), streamed live on YouTube at <https://youtu.be/LQTZqoFRvo8> or listened to via teleconference by calling 1-203-590-9756.

For information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the December 16, 2021 Meeting Agenda AND December 2, 2021 Workshop Agenda which will provide additional backup materials for agenda items.

If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated November 8, 2021 from Civil Service certifying Andrew Jamele for the position of Maintainer II.
- b) Copy of communications dated November 9, 2021 from Civil Service to Siera Minnis and Marcia Dunham regarding offer of employment for the position of Food Service Worker.
- c) Copy of communication dated November 10, 2021 from Civil Service certifying Raymond Campos for the position of Maintainer I.
- d) Copy of communications dated November 18, 2021 from Civil Service certifying Taurean Jackson for the position of Maintainer I and Jason Hailstones for the position of Plumber.
- e) Email communication dated November 18, 2021 from Tim Moynahan regarding 1619 Project.
- f) Email communication dated November 24 2021 from Tim Moynahan regarding Free Speech Suit.
- g) Email communication dated November 26, 2021 from CAFE regarding Policy Highlights.
- h) Email communication dated November 29, 2021 from Tim Moynahan regarding state of children's education.

5. Public Addresses the Board (see instructions above) - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

6. Superintendent's Announcements

7. President's Comments

8. Student Representatives' Comments

9. *Consent Calendar*

- 9.1 *Committee on Finance:* Request approval of an Agreement with Waterbury Symphony Orchestra, Inc., for music mentoring services at Waterbury Arts Magnet School.
- 9.2 *Committee on Finance:* Request approval of an Agreement with Waterbury Symphony Orchestra, Inc., for band mentoring services for Waterbury Public Schools.
- 9.3 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education Family Resource Center ESSER II Grant for Reed and Wilson Schools.
- 9.4 *Committee on Policy & Legislation:* Request approval of revised Individualized Education Program/Specialized Education Program Policy #6159.
- 9.5 *Committee on Policy & Legislation:* Request approval of revised Ages of Attendance Policy #5112.
- 9.6 *Committee on Policy & Legislation:* Request approval of revised Attendance Requirements for Course Credit or Promotion Policy #5113.
- 9.7 *Committee on Policy & Legislation:* Request approval of revised Attendance Requirements for Students Under 18 Years of Age with Respect to Truancy Policy #5113.2.
- 9.8 *Committee on Policy & Legislation:* Request approval of revised High School Grading/QPR Policy #6146.1.
- 9.9 *Committee on Policy & Legislation:* Request approval of Appendix A to Organization and Methods of Operation Policy #9010.
- 9.10 *Committee on Policy & Legislation:* Request approval of the Board Member Handbook.
- 9.11 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.12 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

10. *Items removed from Consent Calendar*

11. Committee of the Whole – Commissioner Hernandez

- 11.1 Approval to extend Board of Education appointment and contract of Dr. Kweki Sam as School Medical Advisor per CT General Statute 10-205 from December 11, 2021 to February 11, 2022.
- 11.2 Motion to delegate to Dr. Ruffin, the authority to appoint a temporary impartial hearing officer to preside over District expulsion proceedings in accordance with Section 10-233d of the CT General Statutes.
- 11.3 Request approval to apply for CSDE grant funds for a reach-in blast chiller for the Food Services Central Kitchen.
- 11.4 Request approval to subdivide property currently occupied by Frank G. Regan Elementary School into two parcels, the larger parcel to continue to be used by Frank G. Regan Elementary School and the smaller parcel to be used by the Bureau of Water for the construction of a water pump station.
- 11.5 Request approval to accept the 2021 Cristal Pen Awards Contest Grant Award and product donation from BIC Corporation.

12. Committee on Finance – Commissioner Orso

- 12.1a Request approval of Amendment No. 1 to the Engineer Agreement with SLR International Corporation, formerly Milone and MacBroom, Inc., for on-call engineering services.
- 12.1b Request approval of Amendment No. 1 to the Engineer Agreement with AI Engineers, Inc. for on-call engineering services.
- 12.1c Request approval of Amendment No. 1 to the Engineer Agreement with Barton and Loguidice, LLC for on-call engineering services.
- 12.2 Request approval of the Engineer Agreement with CDM Smith, Inc for on-call Engineering Services (ARPA/ESSER Funded).
- 12.3 Request approval of the Engineer Agreement with Loureiro Engineering Associates, Inc for on-call Engineering Services (ARPA/ESSER Funded).
- 12.4 Request approval of Amendment #3 to the Professional Services Agreement (RFP#6700) for Substitute Teachers and Paraprofessional Staffing between the City of Waterbury, Connecticut Board of Education, Education Department with ESS Northeast, LLC.

13. Superintendent's Notification to the Board

13.1 Athletic appointments:

Arisian, Michael – WSMS Assistant Swim Coach, effective 12/01/21.

Cynthia Meringer - Wallace Girls Basketball Coach, effective 12/6/2021.

13.2 Appointments:

DePaolo, Victoria – Instructional Tutor/Edgenuity, CHS.

Neff, Michele – Instructional Tutor/Edgenuity, WCA.

13.3 Extended School Hours appointments:

School	Last name	First Name	Assignment
Driggs	Gomez	Bridgette	Admin M-W
	Abarzua	Lauren	Teacher
	Modeen	Brianne	Teacher
	Matsuyama	Hailey	Teacher
	Rodrigues	Nicole	Teacher
	Menzies	Jillian	Teacher
	Atkinson	Jennifer	Clerical
B.W. Tinker	Sagendorf	Jan	Sub. Administrator
	Gannon	Danielle	Teacher
	Corsano	Laura	Teacher
	Aresti	Rob	Teacher
	Acosta	Elisia	Teacher
	Brown	Edith	Sub. Teacher
	Mulhern	Jacqueline	Sub Teacher
	Ramos	Sharon	Paraprofessional
	Diaz	Mildred	Paraprofessional
	Eldredge	Sandy	Paraprofessional
	Giordano	Maureen	Paraprofessional

13.4 Resignations:

Bell, Nicholas – Tinker Grade 5, effective 11/24/21.

Caligan, Jean – WSMS ELA, effective 12/03/21.

Camacho, Reuel – NEMS Music, effective 11/22/21.

Condon-Santore, Zoe – DW Speech Language Pathologist, effective 12/23/21.

Durkin, Lynda – Kingsbury/Tinker ESL, effective 12/17/21.

Fort, Ashley – Reed Math/Science Grade 6, effective 12/02/21.

Greene, David – WMS ELA, effective 12/10/21.

Minty, Jessica – Rotella Special Education, effective 11/30/21.

Ortiz, Dannah – CHS Spanish, effective 11/30/21.

Robillard, Leigh – Kingsbury Speech Language Pathologist, effective 12/23/21.

Yapa, Kumudinie – WHS Math, effective 12/17/21.
Poitras, Ashley - Crosby ELA, effective 12/14/2021.
Bette, Rachel - Hopeville Reading Teacher, effective 12/23/2021.

13.5 Retirements:

Evans, Blythe – Tinker/Regan Social Worker, effective 12/23/21.
Hayes, George – WCA Social Worker, effective 01/14/22.

Executive Session for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

14. Adjournment

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, December 2, 2021
BOARD MEETING: Thursday, December 16, 2021

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
UPSEU C. Garfman	Rotella café: Thurs., Dec. 16 th 4:00-5:30 pm (union membership meeting)

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Scho

book

NOV 24 2021

SCHOOL PERSONNEL USE ONLY

DATE: 11/24/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Cory GARFMAN

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: ROTELLA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms
CAFETERIA

DATES REQUESTED: DEC. 16, 2021
FROM: 4 am/pm TO: 5³⁰ am/pm

FOR THE FOLLOWING PURPOSES:

UNION MEET (UNIT 69)

(UPSEU)

[Signature]
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, December 2, 2021
BOARD MEETING: Thursday, December 16, 2021

**TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
Bais Yaakov of Waterbury	Rotella aud.: performance on Feb. 27 th 9:30am – 4:00pm and
Ita Selengut	rehearsal: 2/17, 23, 24 6:30-10:00pm/snow dates: 3/2 or 3/3 6-10pm)

REQUESTING WAIVERS:

*P.A.L.	Chase gym:	Saturdays	1/8/22-3/26/22	9:00am – 2:00pm	(\$3,024.)
	Reed gym:	Saturdays	1/8/22-3/26/22	9:00am – 7:00pm	(\$6,930.)
Ofc. T. Lott	(Basketball Program)				
*Waterbury Ballers	Sprague gym:	Saturdays	12/11/21-3/26/22	10:00am-12:00pm	(\$1,512.)
T. Lott	(basketball)				

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

*Team Locked In	Wilson gym:	1/3/22 – 4/28/22	Monday thru Thursday	6:00-9:00 pm	
A. Johnson	(basketball program)				
*P.A.L.	Bucks Hill Sch. Gym:	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
Ofc. T. Lott	Chase Sch. Gym:	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
	Driggs Sch. Gym	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
	Generali Sch. Gym	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
	Kingsbury Sch. Gym	1/10/22-4/1/22	6 - 9 pm	Monday thru Friday	
	Maloney Sch. Gym	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
	Reed Sch. Gym	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
	Walsh Sch. Gym	1/10/22-4/1/22	6 – 9 pm	Monday thru Friday	
	(Basketball Program)				

MONIES COLLECTED TO DATE:

\$ 49,632.00

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

Shuck

NOV 2 1991

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
326 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Ita Selengut

Bair Yakov

APPLICANT Mrs. Ita Selengut NAME OF ORGANIZATION Bair Yakov of Waterbury
ADDRESS 32 Golden Hill Street Naugatuck CT 06770 TELEPHONE # (203) 805-8401
(street) (city) (state) (zip code)
SCHOOL REQUESTED Rokella DATES 2/17, 2/23, 2/24, 2/27 ROOM(S) Auditorium
Snow date - 3/1, 3/2
OPENING TIME see attached CLOSING TIME see attached PURPOSE School production
ADMISSION (if any) \$18-50 CHARGE TO BE DEVOTED TO expenses
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 200
SIGNATURE OF APPLICANT *Ita* DATE 11/23/21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Chani Shuck 143 Euclid Ave 203-233-2282

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (M) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per custodian
RENTAL FEES: _____
MISCELLANEOUS FEES: \$55/HR Tech.
SECURITY DEPOSIT \$ 250.- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
- A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
- IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
- POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
- CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
- KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
- PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
- IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

See Attached Schedule

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



HaRav Elya Brudny ^{shlit"a}
Vaad HaChinuch

Rabbi Ari Fireman
Dean

Mrs. Ita Selengut
Principal

Mrs. Zlata Press
Educational Consultant

Rabbi Zvi Bloom
Executive Consultant

Mr. Shmulie Cohen
Rabbi Eli Elefant
Mr. Shimmy Handelsman
Mr. Chaim Kirshner
Rabbi Baruch Levine
Mr. Yitz Rabinowitz
Board of Directors

Rabbi Shloimy Lebovics
Administrator

Bais Yaakov of Waterbury
32 Golden Hill Street
Naugatuck, CT 06770
203-805-8401
office@bywaterbury.org

November 23, 2021

To whom this may concern,

We are requesting the use of the Rotella auditorium on the following dates:

Practice Schedule:

February 17th
February 23rd
February 24th

6:30 PM - 10:00 PM (tentatively)

Day of performance - February 27th

9:30 AM - 4 PM

Snow dates - March 2nd, March 3rd

6 PM - 10 PM

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 69 Division St Wthby CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase DATES 1/8 - 3/26/22 ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 2pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queen Maria, Sgt Andrea D'Agostino
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR SERVICE (\$3,024)
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with a Building Permit)

APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Chase Gym

DATE(S): 1/9 - 3/20/22

TIMES: 9 AM - 2 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

12-6-21

Date

[Signature] 898

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 3,024.00
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division St Wthby CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES 1/8-4/23/22 ROOM(S) Gym

OPENING TIME 9 AM CLOSING TIME 7 pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20

SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queen Maria, Sgt Andrea D'Agostino

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$6930.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE [initials] YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with State Building Permit)

APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Reed

DATE(S): 1/8 - 4/23/22

TIMES: 9 AM - 7 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

12/10/21
Date

[Signature] B98
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 6,930.-
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Grand Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884
SCHOOL REQUESTED Sprague DATES 12/11 - 3/24/22 ROOM(S) Gym
OPENING TIME 10 AM CLOSING TIME 12:00 PM PURPOSE Basketball Program
ADMISSION (if any) CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 12-9-21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. TLB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR. SERVICE (1512.)
RENTAL FEES:
MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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WILL BE RIGIDLY ENFORCED.

APPROVAL DATE SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Buller's

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: _____

DATE(S): 12/11 - 3/26

TIMES: 10AM - 12 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

12-9-21

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

1,512.15
Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

hook

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION Team Level Ten
ADDRESS 112 Buckingham St. Waterbury, CT 06710 TELEPHONE # 203. 870. 5269
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilson DATES 12/20 - 4/28/22 ROOM(S) Gym, 1 classroom
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Sports, Basketball, Mentoring
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-7 CHILDREN 20-40
SIGNATURE OF APPLICANT [Signature] DATE 12-6-21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Andre Johnson 112 Buckingham St. Waterbury, CT 06710 203 870 5269
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. AS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____
SECURITY DEPOSIT \$ 250.- INSURANCE COVERAGE ☒ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH
DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:
A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE
DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS
WILL BE RIGIDLY ENFORCED.

Mon
Thurs
Thurs
12-20-21
TO
4-28-22

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Wthby CT 06704 TELEPHONE # 203 525 3583
(street) Bucks (city) (state) (zip code)
SCHOOL REQUESTED HILL DATES 1/10 - 1/1/22 ROOM(S) Gym
OPENING TIME 6:00 pm CLOSING TIME 9:00 pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queens Main, Sgt Andrea D'Agostino
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE / YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Look
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Wthby CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase DATES 1/10 - 4/1/22 ROOM(S) Gym
OPENING TIME 6:00 pm CLOSING TIME 9:00 pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queen Maria, Sgt Andrea D'Agostino
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SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE / YES _____ NO _____

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Monday
Thru
Friday*

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Wthby CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED DRIGGS DATES 1/10 - 4/1/22 ROOM(S) Gym
OPENING TIME 6 pm CLOSING TIME 9 pm PURPOSE Basketball
ADMISSION (if any) CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queens Main, Sgt Andrea D'Agostino
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SCHEDULE OF RATES: CUSTODIAL FEES:
RENTAL FEES:
MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE X YES NO

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APPROVAL DATE SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Manday
9 hr
Friday*

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
 APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division St Waterbury CT 06704 TELEPHONE # 203 525 3583
 (street) (city) (state) (zip code)

SCHOOL REQUESTED General DATES 1/8 - 1/11/22 ROOM(S) Gym

OPENING TIME 4pm CLOSING TIME 9 pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20

SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Quezino Main, Sgt Andrea D'Agostino

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PALADDRESS 64 Division St Waterbury CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)SCHOOL REQUESTED Kingsbury DATES 1/8/21-4/1/22 ROOM(S) GymOPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queens Main, Sgt Andrea D'Agostino

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NOPLEASE READ THE FOLLOWING CAREFULLY

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SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Wthby CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED Maloney DATES 1/8-4/1/22 ROOM(S) Gym
OPENING TIME 6 pm CLOSING TIME 9 pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queens Main, Sgt Andrea D'Agostino
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SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Hook
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Waterbury CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED Reed DATES 1/6 - 4/28/22 ROOM(S) Gym
OPENING TIME 6:00 am CLOSING TIME 9:00 pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queiroz Main, Sgt Andrea D'Agostino
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. YL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

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DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

9300k
APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Waterbury CT 06704 TELEPHONE # 203 525 3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED Walsh DATES 1/8/22-1/11/22 ROOM(S) Gym
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball
ADMISSION (if any) CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] 898 DATE 12/6/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Jr 898, Queering Main, Sgt Andrea D'Agostino

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SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE ☒ YES ☐ NO

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Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Monday
Thru
Friday*

Waterbury Board of Education

THE CITY OF WATERBURY

236 Grand Street ♦ Waterbury, CT 06702



11.1

203-574-8009

Charles E. Pagano, Jr.
President

September 7, 2021
Via Email

Ms. Aisling McGuckin
Director of Public Health
One Jefferson Square
Waterbury, CT 06706

Dear Ms. McGuckin:

At its special meeting of September 2, 2021, the Board of Education approved the appointment of Dr. Kweku Sam as School Medical Advisor per Connecticut General Statutes 10-205.

Respectfully,

A handwritten signature in blue ink, reading "Carrie A. Swain".

Carrie A. Swain, Clerk
Waterbury Board of Education

cc via email: A. Juliani
T. Shaw

**Amendment 1
To
PROFESSIONAL SERVICES AGREEMENT
For
School Medical Advisor
between
The City of Waterbury, Connecticut and
Dr. Kweku Sam**

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City Of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Dr. Kweku Sam, 85 Grey Rock Road, Southbury, Connecticut (the "Consultant").

WHEREAS, the City and the Consultant entered into an Agreement with a term commencing on October 11, 2021 and terminating on December 11, 2021. ("Agreement"); and

WHEREAS the parties now desire to amend the Agreement to extend the term of the Agreement by this Amendment 1 from December 11, 2021 through February 11, 2022.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section 5 of the Agreement, entitled "Contract Time" shall be amended by this Amendment 1 to read as follows:

Contract Time. The term of this contract shall commence on October 11, 2021 and terminate on February 11, 2022. ("Contract Time")

2. Section 6.1 of the Agreement, entitled "Fee Schedule" shall be amended by this Amendment 1 to read as follows :

Fee Schedule. The fee payable to the Consultant shall not exceed TWO THOUSAND FIVE HUNDRED DOLLARS and .00/100 (\$2,500.00) per month.

3. All other terms, conditions, and provisions of the Agreement amended by this Amendment 1 shall remain in full force and effect and binding on the parties hereto.

(signature page to follow)

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

DR. KWEKU SAM

By: _____
Dr. Kweku Sam

Date: _____

Carrie Swain

From: Linda Franzese
Sent: Tuesday, December 14, 2021 10:06 AM
To: Carrie Swain; Darren Schwartz; Louise Brown
Cc: ADAM SHABAN; MICHAEL CONNER
Subject: RFP - NSLP - Equipment Assistance Grant

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Good Morning.

I apologize for the delay. If we can please ask for approval to request a CSDE grant funded reach-in blast chiller for use in our Central Kitchen.

The equipment will allow us to chill cooked bulk quantities of food in a shorter period of time while safely preserving the quality of the food.

The grant, if awarded by CSDE, will not exceed \$25,000. If we are not awarded the grant, we will not purchase the equipment.

Local amounts or match will not be required.

Thank you.

Linda

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.



The City of Waterbury
Bureau of Water

December 15, 2021

To: City of Waterbury Board of Education

Honorable Board Members:

I respectfully request that the Board of Education review and endorse the City of Waterbury Bureau of Water's proposal to subdivide the property at 2780 North Main Street, on which the Frank G. Regan Elementary School is located, for the purpose of designating a portion of that property for use by the Bureau of Water for the construction of a water pump station. A proposed resolution is attached hereto for the Board's consideration.

This property, also known as MBL 0069-0239-0009, is owned by the City of Waterbury. The proposed subdivision would divide the property into two lots, consisting of (1) a 40' by 60' lot to be used by the Bureau of Water; and (2) a second lot consisting of the remainder of the property, which would continue to be used for and by the Frank G. Regan Elementary School. Both lots would continue to be owned by the City of Waterbury. A proposal to build a pump station at this location was presented to the Committees of the Board of Education at their meeting of October 7th 2021.

This proposal will allow for the replacement of a water pump station located approximately 500' south of the school at 2719 North Main Street. The current pump station was built in the 1940s and is the oldest pump station in the system. It was last rehabbed in 1973. The pumps and motors, which have been rebuilt and repaired through the years, are no longer serviceable. Energy efficiency is very poor and they use the most electricity producing and average electric bill of more than \$4,000 per month. The property at 2719 North Main Street is situated above a steep embankment with an outcrop of rock about 8' behind it, preventing any expansion. It has no driveway and is not accessible for a utility service vehicle. An excavator is used with rigging attached to move items in and out of a normal sized front door. The facility has a spiral staircase to the lower floor where piping, control valves and fittings are located in are in very tight quarters. Any potential for rehab work is severely limited because the facility cannot be made code-compliant in relation to access, egress and operating clearances.

The Water Bureau proposes to develop a small portion of land in the southeast corner of Regan Elementary School property nearest North Main Street. The preferred design for a new pump station will be a pre-fabricated solution. Its built of steel framed construction that comes with factory installed

21 East Aurora Street Waterbury, Connecticut 06708

pumps, valves, pipe, power and control equipment. This could be slab on grade or slightly elevated to allow for a mini loading dock if desired for future maintenance. A typical pre-fabricated size of the pump station is 20' x 30' and dependent on the design needs of the water distribution system.

The new pump station will be connected to the existing water infrastructure with controls set and ready to operate while the old pump station is then taken out of commission, saving hundreds of thousands of dollars for temporary bypass pumping operations that would be needed for the nine to twelve of months of estimated rehab.

Thank you very much for your consideration of this proposal.

Rob Langenauer
Superintendent of Water

21 East Aurora Street Waterbury, Connecticut 06708

PROPOSED RESOLUTION

WHEREAS it is in the interest of the residents of the City of Waterbury, including those enrolled in public schools, and in the interest of Waterbury Public Schools, that the City of Waterbury Bureau of Water construct a new water pump station on a portion of the land currently occupied by the Frank G. Regan Elementary School; and

WHEREAS the construction of a water pump station on a portion of the property currently occupied by the Frank G. Regan Elementary School will not adversely affect the operations of the Frank G. Regan Elementary School or this Board's ability to fulfill its mission and the mission of Waterbury Public Schools; and

WHEREAS it is in the interest of the City of Waterbury, its residents, and this Board that property to be set aside for the operation of a water pump station be severed from property to be used for and by the City of Waterbury Board of Education;

NOW THEREFORE, be it resolved that the City of Waterbury Board of Education hereby recommends approval of the proposal submitted by the Bureau of Water to subdivide the property known as MBL 0069-0239-0009, also known as 2780 North Main Street, currently occupied by the Frank G. Regan Elementary School, into two parcels, with the larger of the two parcels to continue to be used by and for the Frank G. Regan Elementary School, and the smaller of the two parcels to be used by the Bureau of Water for the construction of a water pump station.

11.5

GRANT ACCEPTANCE FORM

Sponsor: BIC CORPORATION ("Sponsor")

Name of school/organization: City of Waterbury, Waterbury Public Schools, John Duggan Elementary School ("Organization")

Name of authorized representative of Organization: Neil M. O'Leary, Mayor of the City of Waterbury

Prize: A \$5,000 USD grant and a product donation for the Organization (valued at \$1,000 USD). The grant will be awarded in the form of a check. Sponsor recommends you consult with a tax advisor about the tax treatment and implications of accepting this Prize.

Congratulations! **Bernadette Mecca** has been selected as the winner in the 2021 Cristal® Pen Awards Contest and your Organization is eligible to receive the Prize.

Please read and complete this Grant Acceptance Form and mail the originals via 1st class mail to: Shelby DeRosa at One BIC Way, Suite 1, Shelton, Connecticut, for receipt no later than **December 20, 2020**, or your Organization will forfeit the Prize.

Once we receive and verify the Grant Acceptance Form, you will be notified regarding the receipt and coordination of the Prize for your Organization. If required by law, we will report to the Internal Revenue Service the fair market value of the Prize. You will receive a copy of this documentation and will be responsible for all applicable taxes on the Prize.

Upon written permission from the City for each and every use, the Sponsor and those acting on its behalf, Sponsor may use the Organization's name, city and state of residence, photograph, voice and/or likeness, image, biographical information and statements, in advertising and Contest materials and media including on the Internet, throughout the world without additional compensation. Under no circumstances does the Organization consent to or permit the Sponsor to use any type of information whatsoever relating to students in the Waterbury School District and/or minors under the age of 18, including but not limited to, names, city and state of residence, photographs, voice and/or likeness, image, biographical information and statements.

The Organization and the Sponsor agree to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents.

You warrant and represent that you have the full right and power to enter into this Grant Acceptance Form on behalf of the Organization, and that the terms of this Grant Acceptance Form do not in any way conflict with any existing commitment on your or the Organization's part.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the City, its officers, employees and agents.

You declare that all information you submit in this Grant Acceptance Form is true and correct. You attest that you have read, or have had read to you, and understand all the foregoing provisions of this Grant Acceptance Form, prior to its execution, and agree to be bound by them. You agree to return immediately upon demand to the Sponsor the Prize or the value of said Prize, if any statement made by you in this Grant Acceptance Form is found to be false.

You acknowledge that this Grant Acceptance Form shall be governed by, construed and enforced with the laws of the State of Connecticut, without reference to principles of conflict of laws. The parties agree to submit to jurisdiction in the courts (both federal and state) of the State and County of Connecticut for any action commenced relating to this release, unless specifically prohibited by law.

**On Behalf of the City of Waterbury,
Waterbury Public Schools,
John Duggan Elementary School,**

Mayor Neil M. O'Leary

City Hall
235 Grand Street
Waterbury, CT 06702

Date

Waterbury Public Schools

236 Grand Street
Waterbury, CT 06702
Telephone: (203) 574-8000

Duggan PreK-8 School

38 W. Porter Street
Waterbury, CT 06708
Telephone: (203) 574-8875

BIC Celebrates Global Education Week By Honoring 10 Educators In Second Year Of BIC Cristal Pen Awards



NEWS PROVIDED BY

BIC Corporation →

Nov 15, 2021, 08:00 ET

SHELTON, Conn., Nov. 15, 2021 /PRNewswire/ -- To celebrate Global Education Week, BIC is honoring 10 exceptional educators around the world with BIC Cristal Pen Awards. BIC launched the awards program in 2020 to recognize educators who exemplify BIC values by bringing joy to the hearts of children every day, inspiring and preparing the next generation to thrive.

BIC is a proud supporter of educational programs and is committed to improving the learning conditions of 250 million children globally by 2025 as part of the company's Writing the Future, Together program. As of 2020, BIC has already cumulatively helped 118 million children as part of its goal.

"Education is a passion of mine and part of BIC's DNA. The Cristal Pen Awards are a great opportunity for our team members to celebrate educators in their communities around the world," says Gonzalve Bich, CEO of BIC. "From Sri Lanka to Argentina, this year's winners exemplify our BIC values and I want to personally thank them and all nominees for sharing our vision to write the future, together through supporting education around the world."

After BIC team members submitted hundreds of nominations, a panel of five judges selected 10 worthy educators from across every region where BIC operates. Winners receive a custom-designed award, a BIC stationery product donation and a 5,000-euro grant for their school or



organization of choice. Details regarding the winners of this year's BIC Cristal Pen Awards are included below.

In addition to the Cristal Pen Awards program, BIC is furthering its mission to support education through the launch of the BIC-Cause We Care Community. The community is a gathering place for anyone who shares BIC's passion for improving the learning conditions of students worldwide and helps connect members with resources to fulfill this mission.

Additionally, BIC is sponsoring a new eight-year partnership between the Abdul Latif Jameel Poverty Action Lab (J-PAL) Europe and the French Ministry of National Education to fund research and support an inclusive tutoring program with the objective of making France a leader in driving experimental innovations in education.

Additionally, BIC is partnering with the [Abdul Latif Jameel Poverty Action Lab \(J-PAL\)](#) and will fund education research and technical assistance programs in Europe and in the United States, with a focus on effective tutoring and parental engagement.


For more information about BIC's commitment to education, please visit [Writing the Future, Together.](#)

BIC Cristal Pen Award Winners 2021

ASIA-PACIFIC

Ramanan R., Sri Lanka – Ramanan works at the Jaffna Hindu College in Jaffna, a war-torn region where his ongoing work has been a pillar of strength to many throughout his career. His dedication to creative online instruction during the pandemic, including building a DIY set where he films free YouTube lessons for students globally set him apart. Ramanan also serves as the Sectional Head of the vocational stream where he oversees programs that contribute to students' life skill development beyond academics.

EUROPE

Naomi A., UK - Naomi is an Assistant Head Teacher at Frodsham Manor House Primary where she has taught for over 20 years with a focus on helping children become good local and global citizens. As a Religious Education teacher, she creates lessons for all community primary schools in her region which aim to encourage global awareness including diversity, antiracism, 

sustainability, respect for all. Among other activities, she runs teacher workshops, supports individual schools and organizes pupil conferences where up to ten schools send children to learn about a different focus linked to religious education, like Islamophobia to encourage children to be future changemakers and peacekeepers.

Joséphane M., France – Joséphane is a volunteer and coach at Life Project 4 Youth, an international movement dedicated to helping young adults who are living in poverty. She is currently working at a training and development center for young women in Mumbai, India where she helps them develop life and professional skills through a micro-business program. One of her focuses is providing health advice and support for women on menstruation and nutrition, a taboo topic in India. Joséphane and the young women she coaches have already trained more than 80 women in their community and launched a crowdfunding campaign to provide feminine products for women in need. Joséphane remained dedicated to her work and to helping the community throughout the pandemic by continuing to coach and organizing food distribution and support programs. Those she works with describe her as an inspiring role model and mentor.

INDIA

Shweta D., India – Shweta is dedicated to instilling a sense of resilience into her students which she demonstrated by successfully encouraging hands-on learning throughout the pandemic and reinventing herself as a teacher. Other than her innovative teaching methods, Shweta provides her students (particularly those from economically weaker backgrounds) with DIRT (Development, Improvement and Reflection Time) so she is there whenever they need her. She was also instrumental in a virtual exchange program with a Kenyan school where she encouraged the importance of learning from other cultures and global citizenship as well as facilitated a student-led conference where students shared their journeys through e-portfolios over the pandemic.

LATIN AMERICA

Hernán N., Argentina – Hernán is one of the founders and current president of the library Biblioteca Popular Palabras del Alma. The library began operating on a mobile basis, only on weekends and now offers art, a community garden, and workshops for reading writing, computer, language, theater and many topics for people of all ages, including high school students and children without access to kindergarten. Hernán also coordinates a project for indigenous people where a dozen new libraries in their communities have since been built. He is

also the creator of a community theater group and radio station that allows poor people, women, children and adolescents, people with disabilities or who are part of indigenous peoples to express themselves.

Carmem L., Brazil – Carmem first became involved with education through volunteer work that grew into founding a day care center on the premises of a religious chapel, initially serving 15 children. Since then, Carmem raised funds to purchase land next to the chapel where she opened the Associação Espaço Educativo São Charbel, which assists 160 underprivileged children by offering tutoring, sports, music and various activities, in addition to providing meals. Her 34 years of dedication to this cause has helped underprivileged youth forge a new path which includes successful careers and seeing her former students return to help those after them. When regular classes were suspended during the pandemic, she and her organization remained active in the community by offering individual tutoring and food basket donations.

MIDDLE EAST & AFRICA

Abdallah W., Morocco – Abdallah was inspired by his sister to become a teacher and help ensure that girls and boys have equal access to quality education. He has taught in some of the most disadvantaged regions in Morocco where he is determined to make learning fun regardless of whether the school has access to electricity or internet. He's even known to charge his laptop weekly at the village market to provide computer access for his students. He encourages his students' involvement in music, theater and technology and regularly holds meetings with female students' fathers to stress the importance of ongoing education. He sets up summer camps, teacher trainings and coordinates student transportation programs outside of school.

Opeifa O., Nigeria – Opeifa is a teacher with over a decade of experience and passion for English literacy. He teaches difficult concepts in phonology and grammar using popular rap songs, card games and dance. He also founded the first ever free weekend tutorial classes in his region to prepare students for external exams and started a reading club. He has been recognized with multiple awards and has used the prize money to improve school facilities including a library, modern toilets and technology to improve learning conditions for hundreds of students. Opeifa is further improving education by co-founding an online teacher community www.techex.org.

NORTH AMERICA

Bernadette M., United States – Bernadette has dedicated over 25 years to early childhood education and started her career in the same Waterbury, Connecticut school system that she attended as a child. She remained active in the school community while raising her own children

and was eventually asked to start the school's preschool program. She built a curriculum that gave each preschooler the skills to read and write above their levels. Bernadette's hands-on approach in the classroom often involves giving back to the wider community including thank you cards to local police, firemen and hospital workers. She is known to spend her own time and funds to plan engaging activities and purchase snacks and essentials for her students in need.

Sharda V., Canada – Sharda's kindergarten and special education students describe her teaching style as interactive, supportive and transparent. She is focused on helping her students develop a voice in the classroom and fostering their emotional wellbeing through a personalized approach that uses everyday life to inspire learning. She also runs an eco-club at her school to help teach students about the importance of preserving our planet for the future.

For more information, please visit BIC's website.

About BIC: A world leader in stationery, lighters and shavers, BIC brings simplicity and joy to everyday life. For more than 75 years, the Company has honored the tradition of providing high-quality, affordable, essential products to consumers everywhere. Through this unwavering dedication, BIC has become one of the most recognized brands and is a trademark registered worldwide. Today, BIC products are sold in more than 160 countries around the world and feature iconic brands such as BIC Kids™, BIC Flex™, BodyMark by BICTM, Cello®, DjEEP, Lucky Stationery, Rocketbook, Soleil®, Tipp-Ex®, Us. TM, Wite-Out® and more. In 2020, BIC Net Sales were 1,627.9 million euros. The Company is listed on "Euronext Paris", is part of the SBF120 and CAC Mid 60 indexes and is recognized for its commitment to sustainable development and education. It received an A- Leadership score from CDP. For more, visit www.bic.com or follow us on LinkedIn, Instagram, Twitter, or YouTube.

Contact

Jaclyn Bingold, MWW
jbingold@mww.com

SOURCE BIC Corporation

Related Links

<http://www.bicworld.com>





12.1a

PUBLIC WORKS DEPARTMENT
THE CITY OF WATERBURY
CONNECTICUT
BUREAU OF ENGINEERING

Memorandum

To: Board of Public Works

From: Salvatore D. Porzio, Project Manager, DPW *SDP*
Rosh Maghfour, School Business Office Accounting Manager

Date: December 7, 2021

Re: Amendments to Engineer Agreements [RFQ #6794] for On-Call Engineering Services

In accordance with the requirements of the Charter and Code of Ordinances of the City of Waterbury, and on behalf of the Engineering Department, the Public Works Department and the Education Department, your Board is hereby notified of the following contract amendments:

*** **Amendment No. 1** to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and SLR International Corporation (formerly Milone and MacBroom, Inc.) - ARP FUNDED

Amendment No. 1 to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and AI Engineers, Inc. - ARP FUNDED

Amendment No. 1 to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and Barton & Loguidice LLC - ARP FUNDED

As you may recall, the Original Contracts with each firm (which came before your Board at the October 25, 2021 Regular Meeting) established the first step in the 2-step process now being utilized for On-Call Engineering Services, and contained all the City's standard contract terms, conditions and "boiler plate" language for such services. The Original Contracts also set forth procedures for the issuance of Tasks Orders which are to be project specific and issued on an as-needed basis. Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order requires the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

The Amendments do not change the term of the Original Contracts (which run through December 31, 2024). Furthermore, like the Original Contracts, there is no cost to the City associated with entering into the Amendments.

What the Amendment No. 1's do; however, is expand the scope and applicability of the Original Contracts in a number of ways. Most significantly, the Amendments will allow all City Departments, including the Waterbury Development Corporation and the Education Department, to utilize the new 2-step process for On-Call Engineering Services. The Original Contracts were limited to just the Engineering Department and the Public Works Department.

Secondly, the Amendments will allow the City to utilize this new process for On-Call Engineering Services for projects funded under the Elementary and Secondary Schools Emergency Relief ("ESSER") Fund. The Original Contracts applied only to projects utilizing funds from the American Rescue Plan Act ("ARPA").

Accordingly, I hereby submit the proposed Amendments to your Honorable Board, plus copies of the Purchasing Department's "Award Letter" in connection with RFQ No. 6794; as well as additional supporting documentation for each of the Amendments.

Kindly contact our office should you have any questions or require additional information.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.

Roy E. Cavanaugh, P.E., City Engineer, via email, w/o attachment.

David B. Simpson, Director of Public Works, via email, w/o attachment.

Rosh Maghfour, School Business Office Accounting Manager, via email, w/o attachment.

File C202

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Roy E. Cavanaugh, P.E., City Engineer
From: Kevin McCaffery, Director of Purchasing *(initials)*
Subject: RFQ #6794 On-Call Engineering Services
Date: October 26, 2021

The attached list of firms has been selected to provide On-Call Engineering Services. Individual firms will be selected by discipline on a project by project basis, for specific, as needed engineering on-call services. For each project all on-call services with a value of \$50,000 or greater will require a formal contract which must be approved by the Office of Corporation Counsel and all required City Boards. All on-call services less than \$50,000 in value will be procured via Purchase Order.

RFQ 65794 - Engineering On Call Services 2021 thru 2023 (Finalized on 8/19/2021)

SUBJECT FIRM (IND)

Disciplines		Preferred Firms					
1	Industrial Reconstruction	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Lauritto
2	Mechanical Engineering	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
3	Electrical Engineering	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	Lauritto		
4	Structural Engineering Buildings	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
5	Public Safety and Engineering	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Lauritto
6	Bridge Design Services	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
7	Bridge Improvement	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
8	Land Survey Work	Dynair	Barton & Loguidice (Author)	Milone and MacIntosh			
9	UST Engineering Services	Fus & O'Neil	Barton & Loguidice (Author)	Milone and MacIntosh	Lauritto		
10	Environmental Engineers / Hazardous Waste Abatement Services	Fus & O'Neil	Barton & Loguidice (Author)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Lauritto
11	Geotechnical Services	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Lauritto
12	Landscape Architecture Services	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
13	Wetland mapping, evaluation & remediation plans	AI Engineers	Milone and MacIntosh	Dynair			
14	Hydraulic Engineering Services (dams, culverts, etc.)	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
15	GIS / Cartographic Services	Tighe & Bond	Barton & Loguidice (Author)	Milone and MacIntosh			
16	Solid Waste Management	Jacobs	Barton & Loguidice (Author)	Lauritto			
17	General Municipal Improvements	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Lauritto
18	Master Planning/ Site Development	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh			
19	Construction Administration	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	Tighe & Bond		
19.5	Construction Administration	CDM Smith	Tighe & Bond	Environmental Partners	Silver Pennell & Assoc.		
20	Resident Engineering Inspection Services	AI Engineers	Barton & Loguidice (Author)	Milone and MacIntosh	Silver Pennell & Assoc.		
20 +	Resident Engineering Inspection Services	CDM Smith	Tighe & Bond	Environmental Partners	Wright-Pierce		
21	Landfill Industry Engineering Services	Barton & Loguidice (Author)	Jacobs	Lauritto			
22	Water Pollution Control Facility Design Services	CDM Smith	Jacobs	Wright-Pierce			
23	Sanitary Sewer Collection System Design Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
24	Sanitary Sewer Pump Station Design Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
25	Water Pollution Control Facility Construction Administration Services	CDM Smith	Jacobs	Wright-Pierce			
26	Sanitary Sewer Collection System Construction Administration Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
27	Sanitary Sewer Pump Station Construction Administration Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
28	Water Pollution Control Facility Resident Engineer and Inspection Services	CDM Smith	Jacobs	Wright-Pierce			
29	Sanitary Sewer Collection System Resident Engineer & Inspection Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
30	Sanitary Sewer Pump Station Resident Engineer and Inspection Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
31	Wastewater Treatment Plant / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Milone and MacIntosh	Silver Pennell & Assoc.	Environmental Partners
32	Hydraulic Modeling for Water Distribution Design / Engineering Services	CDM Smith	Environmental Partners	Wright-Pierce	Tighe & Bond		
33	Water Pollution Control / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Environmental Partners	Silver Pennell & Assoc.	
34	Water Filtration Plant Improvement Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and MacIntosh	Environmental Partners	Wright-Pierce	
35	Water Wastewater / Engineering Services	CDM Smith	Tighe & Bond	Milone and MacIntosh	Wright-Pierce		
36	Water Storage Tank Engineering and Inspection Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond		
37	Wastewater Treatment Plant / Engineering Services	CDM Smith	Wright-Pierce	Environmental Partners	Wright-Pierce		
38	Geotechnical Investigation and Engineering	CDM Smith	Tighe & Bond	Milone and MacIntosh	Wright-Pierce		

Amendment No. 1
to
ENGINEER AGREEMENT
RFQ No. 6794
for
ON-CALL ENGINEERING SERVICES
between
The City of Waterbury, Connecticut
and
SLR International Corporation, formerly Milone and MacBroom, Inc.

(American Rescue Plan Act (ARPA)/ESSER FUNDED)

THIS Amendment No. 1, effective on the date signed by the Mayor (the "Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and SLR International Corporation, formerly Milone and MacBroom, Inc., located at 22118 20th Ave. SE, Bldg G Ste. 202, Bothell, WA 98021, a State of Connecticut duly registered foreign corporation, with a place of business at 99 Realty Drive, Cheshire, CT, 06410 (the "Firm").

WHEREAS, the Firm submitted a qualifications to the City responding to **RFQ No. 6794 for ENGINEERING ON-CALL SERVICES**; and

WHEREAS, the City accepted the Firm's Qualifications for **RFQ No. 6794**; and subsequently negotiated a scope of services (or project specifications) and compensation, and

WHEREAS, the parties hereto fully executed an agreement between the City and Firm for **ENGINEERING ON-CALL SERVICES** on November 3, 2021 ("**Original Agreement**"); and

WHEREAS, the City and Firm desire to amend the Original Agreement to (1) clarify who is considered a Using Agency, (2) add required contract provisions should work under the **Original Agreement** as amended by this **Amendment No. 1** be funded through ESSER or other federal or state funding sources, and (3) add additional insureds to the Insurance Section; and

WHEREAS, the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in the **Original Agreement** as amended by this Amendment No. 1.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section One. Scope of Services

Page 1 of 4

The first paragraph of **Section 1.3. Task Order Development** shall be deleted in its entirety and replaced with the following text:

“1.3. Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Firm at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Firm. The Firm shall prepare for the Using Agency’s review, comment and approval a Task Order that:”

2. Section 3. Responsibilities of the Firm

Immediately following **Section 3.10. ARCHITECT/ENGINEER CONTRACTS – REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN FUND PROJECTS**, the following additional text shall be added:

“3.10.1 REQUIRED CONTRACT PROVISIONS – ESSER FUNDED

PROJECTS. If this Agreement pertains to a project funded in whole or in part, under American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 (“ARPA ESSER” or “ESSER”), the Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency, including but not limited to all as provided in 3.10 above and the following:

3.10.1.1 The State Education Agency (“SEA”) will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

3.10.1.2. With respect to the certification regarding lobbying in Department Form 80-0013, no 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 the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

3.10.1.3 The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

3.10.1.4 Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

3.10.1.5 Audit. The City reserves the right to audit Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, 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. Firm acknowledges that all State and Federal Agencies reserve the right to audit Firm's books of account in relation to this Contract and any time until the American Rescue Plan Act grant is fully closed out as determined by the U.S. Treasury Department.

3.11. REQUIRED CONTRACT PROVISIONS – OTHER. If this Agreement pertains to a project funded in whole or in part, by a federal or state funding source not otherwise identified in 3.10 above, the funding source shall be so identified in any applicable fully executed Task Order(s) and the Firm is required to comply with all applicable Federal and State statutes, executive orders, regulations, rules and interpretive guidance issued pertaining to such funding source."

3. Section 9. Insurance

3.1 The first sentence of **Section 9.7. Certificates of Insurance** shall be deleted in its entirety and replaced with the following text: "The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, the City's Board of Education, and KBE Building Corporation (if ARPA or ESSER funded) as additional insured and include a waiver of subrogation on all lines except Professional Liability."

3.2 In addition, the required certificate of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement shall include the following text: "**The City of Waterbury, the City's Board of Education and KBE Building Corporation (if ARPA or ESSER funded) are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability**"

4. Section 18. Audit

Section 18. Audit shall be deleted in its entirety and replaced with the following text:

"18. Audit. The City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Firm shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. If ESSER funded, see also section 3.10.1.5."

5. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Agreement** as amended by this **Amendment No. 1**, shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 1** on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign here: _____
Print here: _____

By: _____
Neil M. O'Leary, Mayor

Sign here: _____
Print here: _____

Date: _____

WITNESSES:

**SLR INTERNATIONAL CORPORATION,
FORMERLY MILONE AND MACBROOM, INC.**

Sign here: _____
Print here: _____

By: sign here: _____
Print here: _____

Its _____

Sign here: _____
Print here: _____

Date: _____

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 1 of 5

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: _____

County of New Haven

Stephen R. Dietzko, being first duly sworn, deposes
and says that:

1. I am the *owner, partner, officer, representative, agent or* Vice President
(circle/complete as applicable) of SLR International 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.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate
of the Contractor are required to file a list of taxable personal property with the City of
Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 2 of 5

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Organization Name (if none state NONE)	Address	Type of Ownership
1	None		
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 3 of 5

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (If none state NONE)	Title	DOB	Stock %
1	None			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (If none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 4 of 5

Certification (Please complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

Witness _____

Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

Name of General Partner/ Sole Proprietor (Print of Type)

Address of _____
Business: _____

State of _____)

) SS

County of _____)

_____ being duly sworn, deposes and says that he/she is
_____ of _____ and that he/she answers to the
foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

Signature of Notary Public

Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 5 of 5

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Cornette M. Horner
Witness

SLR International Corporation

Name of Corporation (Print of Type)

Address of Business: 99 Realty Drive, Cheshire, CT 06410

Affix
Corporate
Seal

By: [Signature]

Signature of Authorized Corporate Officer

Stephen R. Dietzko
Name of Authorized Corporate Officer (Print of Type)

Its: Vice President
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)

) SS Cheshire

County of New Haven)

Stephen R. Dietzko being duly sworn, deposes and says that he is Vice President of SLR International Corporation and that he answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 27th day of September, 2021.

[Signature]

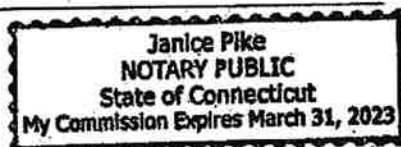
Signature of Notary Public

Janice Pike

Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office
To: Salvatore D. Porzio- Project Manager
Public Works
Subject: Tax Clearance

Date: 09/28/2021

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

SLR International Corporation
Stephen Dietzko
99 Realty Drive
Cheshire, CT 06410

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

Very truly yours,

Nancy J. Olson

NJO/wmf

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



12.16

PUBLIC WORKS DEPARTMENT
THE CITY OF WATERBURY
CONNECTICUT
BUREAU OF ENGINEERING

Memorandum

To: Board of Public Works

From: Salvatore D. Porzio, Project Manager, DPW *Sal*
Rosh Maghfour, School Business Office Accounting Manager

Date: December 7, 2021

Re: Amendments to Engineer Agreements [RFQ #6794] for On-Call Engineering Services

In accordance with the requirements of the Charter and Code of Ordinances of the City of Waterbury, and on behalf of the Engineering Department, the Public Works Department and the Education Department, your Board is hereby notified of the following contract amendments:

Amendment No. 1 to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and SLR International Corporation (formerly Milone and MacBroom, Inc.) - ARP FUNDED

*** **Amendment No. 1** to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and AI Engineers, Inc. - ARP FUNDED

Amendment No. 1 to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and Barton & Loguidice LLC - ARP FUNDED

As you may recall, the Original Contracts with each firm (which came before your Board at the October 25, 2021 Regular Meeting) established the first step in the 2-step process now being utilized for On-Call Engineering Services, and contained all the City's standard contract terms, conditions and "boiler plate" language for such services. The Original Contracts also set forth procedures for the issuance of Tasks Orders which are to be project specific and issued on an as-needed basis. Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order requires the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

The Amendments do not change the term of the Original Contracts (which run through December 31, 2024). Furthermore, like the Original Contracts, there is no cost to the City associated with entering into the Amendments.

What the Amendment No. 1's do; however, is expand the scope and applicability of the Original Contracts in a number of ways. Most significantly, the Amendments will allow all City Departments, including the Waterbury Development Corporation and the Education Department, to utilize the new 2-step process for On-Call Engineering Services. The Original Contracts were limited to just the Engineering Department and the Public Works Department.

Secondly, the Amendments will allow the City to utilize this new process for On-Call Engineering Services for projects funded under the Elementary and Secondary Schools Emergency Relief ("ESSER") Fund. The Original Contracts applied only to projects utilizing funds from the American Rescue Plan Act ("ARPA").

Accordingly, I hereby submit the proposed Amendments to your Honorable Board, plus copies of the Purchasing Department's "Award Letter" in connection with RFQ No. 6794; as well as additional supporting documentation for each of the Amendments.

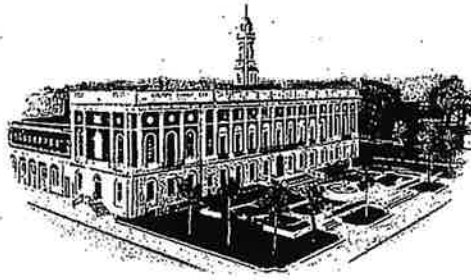
Kindly contact our office should you have any questions or require additional information.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Roy E. Cavanaugh, P.E., City Engineer, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Rosh Maghfour, School Business Office Accounting Manager, via email, w/o attachment.
File C202

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Roy E. Cavanaugh, P.E., City Engineer
From: Kevin McCaffery, Director of Purchasing *MM*
Subject: RFQ #6794 On-Call Engineering Services
Date: October 26, 2021

The attached list of firms has been selected to provide On-Call Engineering Services. Individual firms will be selected by discipline on a project by project basis, for specific, as needed engineering on-call services. For each project all on-call services with a value of \$50,000 or greater will require a formal contract which must be approved by the Office of Corporation Counsel and all required City Boards. All on-call services less than \$50,000 in value will be procured via Purchase Order.

REC 46794 – Engineering On Call Services 2021 thru 2023 (finalized on 8/19/2023)
SUBMITTED FIRM(S) (NAME)

Disciplines		Preferred Firms					
1	Industry Reconstruction	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
2	Mechanical Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh			
3	Electrical Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	Louville		
4	Structural Engineering Buildings	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
5	Hydrology and Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh			
6	Bridge Design Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh			
7	Drainage Improvements	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh			
8	Land Survey Work	Dynatec	Barton & Loguidice (Anchor)	Milone and MacIntosh	Louville	Tighe & Bond	Louville
9	DOT Engineering Services	Paul & O'Neil	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
10	Environmental Engineers / Hazardous Waste Abatement Services	Paul & O'Neil	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
11	Architectural Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
12	Landscape Architect Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
13	Wildland fire ecology evaluation & mitigation plan	AI Engineers	Milone and MacIntosh	Dynatec			
14	Hydraulic Engineering Services (dams, culverts, etc.)	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh			
15	GIS / Cartographic Services	Tighe & Bond	Barton & Loguidice (Anchor)	Milone and MacIntosh			
16	Solid Waste Management	Jacobs	Barton & Loguidice (Anchor)	Louville			
17	General Municipal Improvements	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	CDM Smith	Tighe & Bond	Louville
18	Master Planning/Site Development	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	Tighe & Bond		
19	Construction Admin. Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	Silver Petricelli & Assoc.	Louville	
20	Construction Administration	CDM Smith	Tighe & Bond	Environmental Partners	Wright-Pierce		
20 +	Resident Engineering Inspection Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacIntosh	Silver Petricelli & Assoc.		
21	Landfill Facility Engineering Services	CDM Smith	Tighe & Bond	Environmental Partners	Wright-Pierce		
22	Water Pollution Control Facility Design Services	CDM Smith	Jacobs	Wright-Pierce			
23	Sanitary Sewer Collection System Design Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
24	Sanitary Sewer Pump Station Design Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
25	Water Pollution Control Facility Construction Administration Services	CDM Smith	Jacobs	Wright-Pierce			
26	Sanitary Sewer Collection System Construction Administration Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
27	Sanitary Sewer Pump Station Construction Administration Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
28	Water Pollution Control Facility Resident Engineer and Inspection Services	CDM Smith	Jacobs	Wright-Pierce			
29	Sanitary Sewer Collection System Resident Engineer & Inspection Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
30	Sanitary Sewer Pump Station Resident Engineer and Inspection Services	Wright-Pierce	Jacobs	Milone and MacIntosh			
31	Water Pump Station Design / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Silver Petricelli & Assoc.	Environmental Partners	
32	Hydraulic Modeling for Water Distribution Design / Engineering Services	CDM Smith	Environmental Partners	Wright-Pierce	Tighe & Bond		
33	Hydrology and Design / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Environmental Partners	Silver Petricelli & Assoc.	
34	Water Filtration Plant Improvement Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and MacIntosh	Environmental Partners	Wright-Pierce	
35	Water Wastewater / Environmental Services	CDM Smith	Tighe & Bond	Milone and MacIntosh	Wright-Pierce		
36	Water Storage Tank Engineering and Inspection Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond		
37	Water Storage Tank Design / Engineering Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond		
38	Geotechnical Investigation and Engineering	CDM Smith	Tighe & Bond	Milone and MacIntosh	Wright-Pierce		

Amendment No. 1
to
ENGINEER AGREEMENT
RFQ No. 6794
for
ON-CALL ENGINEERING SERVICES
between
The City of Waterbury, Connecticut
and
Barton and Loguidice, LLC
(American Rescue Plan Act (ARPA)/ESSER FUNDED)

THIS Amendment No. 1, effective on the date signed by the Mayor (the "Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Barton and Loguidice, LLC located at 41 Sequin Drive, Glastonbury, CT 06333, a State of Connecticut duly registered domestic limited liability company (the "Firm").

WHEREAS, the Firm submitted a qualifications to the City responding to **RFQ No. 6794 for ENGINEERING ON-CALL SERVICES**; and

WHEREAS, the City accepted the Firm's Qualifications for **RFQ No. 6794**; and subsequently negotiated a scope of services (or project specifications) and compensation, and

WHEREAS, the parties hereto fully executed an agreement between the City and Firm for **ENGINEERING ON-CALL SERVICES** on November 3, 2021 ("**Original Agreement**"); and

WHEREAS, the City and Firm desire to amend the Original Agreement to (1) clarify who is considered a Using Agency, (2) add required contract provisions should work under the **Original Agreement** as amended by this **Amendment No. 1** be funded through ESSER or other federal or state funding sources, and (3) add additional insureds to the Insurance Section; **WHEREAS**, the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in the **Original Agreement** as amended by this Amendment No. 1.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section One. Scope of Services

The first paragraph of **Section 1.3. Task Order Development** shall be deleted in its entirety and replaced with the following text:

Page 1 of 4

"1.3. Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Firm at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Firm. The Firm shall prepare for the Using Agency's review, comment and approval a Task Order that:"

2. Section 3. Responsibilities of the Firm

Immediately following **Section 3.10. ARCHITECT/ENGINEER CONTRACTS – REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN FUND PROJECTS**, the following additional text shall be added:

"3.10.1 REQUIRED CONTRACT PROVISIONS – ESSER FUNDED

PROJECTS. If this Agreement pertains to a project funded in whole or in part, under American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 ("ARPA ESSER" or "ESSER"), the Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency, including but not limited to all as provided in 3.10 above and the following:

3.10.1.1 The State Education Agency ("SEA") will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

3.10.1.2. With respect to the certification regarding lobbying in Department Form 80-0013, no 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 the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

3.10.1.3 The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as

regulations of the Department in 2 CFR part 3474.

3.10.1.4 Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

3.10.1.5 Audit. The City reserves the right to audit Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, 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. Firm acknowledges that all State and Federal Agencies reserve the right to audit Firm's books of account in relation to this Contract and any time until the American Rescue Plan Act grant is fully closed out as determined by the U.S. Treasury Department.

3.11. REQUIRED CONTRACT PROVISIONS – OTHER. If this Agreement pertains to a project funded in whole or in part, by a federal or state funding source not otherwise identified in 3.10 above, the funding source shall be so identified in any applicable fully executed Task Order(s) and the Firm is required to comply with all applicable Federal and State statutes, executive orders, regulations, rules and interpretive guidance issued pertaining to such funding source.”

3. Section 9. Insurance

3.1 The first sentence of **Section 9.7. Certificates of Insurance** shall be deleted in its entirety and replaced with the following text: “The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, the City's Board of Education, and KBE Building Corporation (if ARPA or ESSER funded) as additional insured and include a waiver of subrogation on all lines except Professional Liability.”

3.2 In addition, the required certificate of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement shall include the following text: “**The City of Waterbury, the City's Board of Education and KBE Building Corporation (if ARPA or ESSER funded) are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability**”

4. Section 18. Audit

Section 18. Audit shall be deleted in its entirety and replaced with the following text:

"18. Audit. The City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Firm shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. If ESSER funded, see also section 3.10.1.5."

5. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Agreement** as amended by this **Amendment No. 1**, shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 1** on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign here: _____
Print here: _____

By: _____
Neil M. O'Leary, Mayor

Sign here: _____
Print here: _____

Date: _____

WITNESSES:

BARTON AND LOGUIDICE, LLC

Sign here: _____
Print here: _____

By: sign here: _____
Print here: _____

Its _____

Sign here: _____
Print here: _____

Date: _____

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 1 of 5

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.: Glastonbury

County of Hartford

Mark M. Zessin, P.E., being first duly sworn, deposes
and says that:

1. I am the **owner, partner, officer, representative, agent or** Vice President
(circle/complete as applicable) of Barton & Loquidice, LLC
(Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

 The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 2 of 5

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	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 (if none state NONE)	Address	Type of Ownership
1	N/A		
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 3 of 5

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title	DOB	Stock %
1	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	N/A				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	N/A		
2			
3			
4			

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 5 of 5

Certification For Corporation/LLC (Requires Notarization)

In presence of:

D. Scott
Witness

Barton & Loguidice, LLC
Name of Corporation (Print of Type)

Address of Business: 41 Sequin Drive, Glastonbury, CT 06033

Affix
Corporate
Seal

By: *Mark M. Zessin*
Signature of Authorized Corporate Officer

Mark M. Zessin, P.E.
Name of Authorized Corporate Officer (Print of Type)

Its: Vice President
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)

) SS Glastonbury

County of Hartford)

Mark M. Zessin, P.E. being duly sworn, deposes and says that he/she is
Vice President of Barton & Loguidice, LLC and that he/she answers to the foregoing
questions and all statements therein are true and correct.

Subscribed and sworn to before me this 30th day of September 2021.

Matthew Brown
Signature of Notary Public

Matthew Brown
Name of Notary Public (Print of Type)

SEAL.

My Commission Expires: 9/30/2025

RFQ Comply Docs WORD 10.29.20.doc

MATT BROWN
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES
SEPTEMBER 30, 2025

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office
To: Salvatore D. Porzio- Project Manager
Public Works
Subject: Tax Clearance

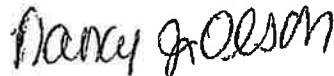
Date: 09/30/2021

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

Barton and Loguidice, LLC
Mark Zessin
41 Sequin Drive
Glastonbury, CT 06333

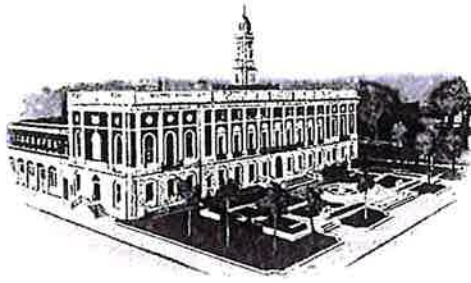
If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

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



12.1c

PUBLIC WORKS DEPARTMENT
THE CITY OF WATERBURY
CONNECTICUT
BUREAU OF ENGINEERING

Memorandum

To: Board of Public Works

From: Salvatore D. Porzio, Project Manager, DPW *Sal*
Rosh Maghfour, School Business Office Accounting Manager

Date: December 7, 2021

Re: Amendments to Engineer Agreements [RFQ #6794] for On-Call Engineering Services

In accordance with the requirements of the Charter and Code of Ordinances of the City of Waterbury, and on behalf of the Engineering Department, the Public Works Department and the Education Department, your Board is hereby notified of the following contract amendments:

Amendment No. 1 to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and SLR International Corporation (formerly Milone and MacBroom, Inc.) - ARP FUNDED

Amendment No. 1 to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and AI Engineers, Inc. - ARP FUNDED

X **Amendment No. 1** to Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and Barton & Loguidice LLC - ARP FUNDED

As you may recall, the Original Contracts with each firm (which came before your Board at the October 25, 2021 Regular Meeting) established the first step in the 2-step process now being utilized for On-Call Engineering Services, and contained all the City's standard contract terms, conditions and "boiler plate" language for such services. The Original Contracts also set forth procedures for the issuance of Tasks Orders which are to be project specific and issued on an as-needed basis. Each Task Order will set out, on a project by project basis, the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order requires the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

The Amendments do not change the term of the Original Contracts (which run through December 31, 2024). Furthermore, like the Original Contracts, there is no cost to the City associated with entering into the Amendments.

What the Amendment No. 1's do; however, is expand the scope and applicability of the Original Contracts in a number of ways. Most significantly, the Amendments will allow all City Departments, including the Waterbury Development Corporation and the Education Department, to utilize the new 2-step process for On-Call Engineering Services. The Original Contracts were limited to just the Engineering Department and the Public Works Department.

Secondly, the Amendments will allow the City to utilize this new process for On-Call Engineering Services for projects funded under the Elementary and Secondary Schools Emergency Relief ("ESSER") Fund. The Original Contracts applied only to projects utilizing funds from the American Rescue Plan Act ("ARPA").

Accordingly, I hereby submit the proposed Amendments to your Honorable Board, plus copies of the Purchasing Department's "Award Letter" in connection with RFQ No. 6794; as well as additional supporting documentation for each of the Amendments.

Kindly contact our office should you have any questions or require additional information.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Roy E. Cavanaugh, P.E., City Engineer, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Rosh Maghfour, School Business Office Accounting Manager, via email, w/o attachment.
File C202

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Roy E. Cavanaugh, P.E., City Engineer
From: Kevin McCaffery, Director of Purchasing *(initials)*
Subject: RFQ #6794 On-Call Engineering Services
Date: October 26, 2021

The attached list of firms has been selected to provide On-Call Engineering Services. Individual firms will be selected by discipline on a project by project basis, for specific, as needed engineering on-call services. For each project all on-call services with a value of \$50,000 or greater will require a formal contract which must be approved by the Office of Corporation Counsel and all required City Boards. All on-call services less than \$50,000 in value will be procured via Purchase Order.

RFQ #6794 – Engineering On Call Services 2021 thru 2023 (finalized on 6/19/2021)

Disciplines		Preferred Firms					
1	Industrial Reconstruction	ME Engineers	Barton & Legulic (Anchor)	Milone and Macdon	CDM Smith	Tighe & Bond	Loueflo
2	Mechanical Engineering	ME Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
3	Electrical Engineering	EE Engineers	Barton & Legulic (Anchor)	Milone and Macdon	Loueflo		
4	Structural Engineering Buildings	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon	CDM Smith	Tighe & Bond	Loueflo
5	Traffic Safety and Engineering	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
6	Bridge Design Services	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
7	Bridge Improvements	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
8	Land Survey Work	Dynis	Barton & Legulic (Anchor)	Milone and Macdon	Loueflo		
9	GIS Engineering Services	Fuss & O'Neil	Barton & Legulic (Anchor)	Milone and Macdon	CDM Smith	Tighe & Bond	Loueflo
10	Environmental Engineer / Hazardous Waste Abatement Services	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon	CDM Smith	Tighe & Bond	Loueflo
11	Architectural Services	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon	CDM Smith		
12	Landscape Architecture Services	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
13	Hydraulic Engineering Services (dams, culverts, etc.)	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
14	Hydraulic Engineering Services (dams, culverts, etc.)	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
15	GIS / Cartographic Services	Tighe & Bond	Barton & Legulic (Anchor)	Milone and Macdon			
16	Solid Waste Management	Jacobs	Barton & Legulic (Anchor)	Loueflo			
17	Sanitary Municipal (for foodservice)	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon	CDM Smith	Tighe & Bond	Loueflo
18	Master Planning/Site Development	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
19	Construction Administration	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
20	Construction Administration	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon			
20 +	Resident Engineering Inspection Services	AI Engineers	Barton & Legulic (Anchor)	Milone and Macdon	Silver Pennell & Assoc		
21	Landfill Facility Engineering Services	CDM Smith	Tighe & Bond	Loueflo			
22	Water Pollution Control Facility Design Services	CDM Smith	Jacobs	Wright-Pierce			
23	Sanitary Sewer Collection System Design Services	Wright-Pierce	Jacobs	Milone and Macdon			
24	Sanitary Sewer Pump Station Design Services	Wright-Pierce	Jacobs	Milone and Macdon			
25	Water Pollution Control Facility Construction Administration Services	CDM Smith	Jacobs	Wright-Pierce			
26	Sanitary Sewer Collection System Construction Administration Services	Wright-Pierce	Jacobs	Milone and Macdon			
27	Sanitary Sewer Pump Station Construction Administration Services	Wright-Pierce	Jacobs	Milone and Macdon			
28	Water Pollution Control Facility Resident Engineer and Inspection Services	CDM Smith	Jacobs	Wright-Pierce			
29	Sanitary Sewer Collection System Resident Engineer & Inspection Services	Wright-Pierce	Jacobs	Milone and Macdon			
30	Sanitary Sewer Pump Station Resident Engineer and Inspection Services	Wright-Pierce	Jacobs	Milone and Macdon			
31	Water Pump Station Design / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Milone and Macdon	Silver Pennell & Assoc	Environmental Partners
32	Hydraulic Modeling for Water Distribution Design / Engineering Services	CDM Smith	Environmental Partners	Wright-Pierce	Tighe & Bond		
33	Water Pollution Control / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Environmental Partners	Silver Pennell & Assoc	
34	Water Filtration Plant Improvement Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and Macdon	Environmental Partners	Wright-Pierce	
35	Water Plant Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and Macdon			
36	Water Storage Tank Engineering and Inspection Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond		
37	Water Storage Tank Design / Engineering Services	CDM Smith	Wright-Pierce	Environmental Partners			
38	Geotechnical Investigation and Engineering	CDM Smith	Tighe & Bond	Milone and Macdon	Wright-Pierce		

Amendment No. 1
to
ENGINEER AGREEMENT
RFQ No. 6794
for
ON-CALL ENGINEERING SERVICES
between
The City of Waterbury, Connecticut
and
AI Engineers, Inc.
(American Rescue Plan Act (ARPA)/ESSER FUNDED)

THIS Amendment No. 1, effective on the date signed by the Mayor (the "Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AI Engineers, Inc., located at 919 Middle Street, Middletown, CT 06457, a State of Connecticut duly registered domestic corporation (the "Firm").

WHEREAS, the Firm submitted a qualifications to the City responding to **RFQ No. 6794 for ENGINEERING ON-CALL SERVICES**; and

WHEREAS, the City accepted the Firm's Qualifications for **RFQ No. 6794**; and subsequently negotiated a scope of services (or project specifications) and compensation, and

WHEREAS, the parties hereto fully executed an agreement between the City and Firm for **ENGINEERING ON-CALL SERVICES** on November 3, 2021 ("**Original Agreement**"); and

WHEREAS, the City and Firm desire to amend the Original Agreement to (1) clarify who is considered a Using Agency, (2) add required contract provisions should work under the **Original Agreement** as amended by this **Amendment No. 1** be funded through ESSER or other federal or state funding sources, and (3) add additional insureds to the Insurance Section; **WHEREAS**, the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in the **Original Agreement** as amended by this Amendment No. 1.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section One. Scope of Services

The first paragraph of **Section 1.3. Task Order Development** shall be deleted in its entirety and replaced with the following text:

"1.3. Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Firm at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Firm. The Firm shall prepare for the Using Agency's review, comment and approval a Task Order that:"

2. Section 3. Responsibilities of the Firm

Immediately following **Section 3.10. ARCHITECT/ENGINEER CONTRACTS - REQUIRED CONTRACT PROVISIONS - AMERICAN RESCUE PLAN FUND PROJECTS**, the following additional text shall be added:

"3.10.1 REQUIRED CONTRACT PROVISIONS - ESSER FUNDED

PROJECTS. If this Agreement pertains to a project funded in whole or in part, under American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 ("ARPA ESSER" or "ESSER"), the Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency, including but not limited to all as provided in 3.10 above and the following:

3.10.1.1 The State Education Agency ("SEA") will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

3.10.1.2. With respect to the certification regarding lobbying in Department Form 80-0013, no 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 the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

3.10.1.3 The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as

regulations of the Department in 2 CFR part 3474.

3.10.1.4 Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

3.10.1.5 Audit. The City reserves the right to audit Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, 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. Firm acknowledges that all State and Federal Agencies reserve the right to audit Firm's books of account in relation to this Contract and any time until the American Rescue Plan Act grant is fully closed out as determined by the U.S. Treasury Department.

3.11. REQUIRED CONTRACT PROVISIONS – OTHER. If this Agreement pertains to a project funded in whole or in part, by a federal or state funding source not otherwise identified in 3.10 above, the funding source shall be so identified in any applicable fully executed Task Order(s) and the Firm is required to comply with all applicable Federal and State statutes, executive orders, regulations, rules and interpretive guidance issued pertaining to such funding source.”

3. Section 9. Insurance

3.1 The first sentence of **Section 9.7. Certificates of Insurance** shall be deleted in its entirety and replaced with the following text: “The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, the City's Board of Education, and KBE Building Corporation (if ARPA or ESSER funded) as additional insured and include a waiver of subrogation on all lines except Professional Liability.”

3.2 In addition, the required certificate of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement shall include the following text: “**The City of Waterbury, the City's Board of Education and KBE Building Corporation (if ARPA or ESSER funded) are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability**”

4. Section 18. Audit

Section 18. Audit shall be deleted in its entirety and replaced with the following text:

"18. Audit. The City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Firm shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. If ESSER funded, see also section 3.10.1.5."

5. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Agreement** as amended by this **Amendment No. 1**, shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 1** on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign here: _____
Print here: _____

By: _____
Neil M. O'Leary, Mayor

Sign here: _____
Print here: _____

Date: _____

WITNESSES:

AI ENGINEERS, INC.

Sign here: _____
Print here: _____

By: sign here: _____
Print here: _____

Its _____

Sign here: _____
Print here: _____

Date: _____

Page 4 of 4

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 1 of 5

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.: Middletown

County of Middlesex

Abulkhair A. Islam, PE, being first duly sworn, deposes
and says that:

1. I am the owner, partner, officer, representative, agent or _____
(circle/complete as applicable) of AI Engineers, Inc.
(Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

x _____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 2 of 5

- x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.
- x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Organization Name (if none state NONE)	Address	Type of Ownership
1	TAROB, LLC	919 Middle St., Middletown, CT 06457	LLC
2	TAROB Development, LLC	919 Middle St., Middletown, CT 06457	LLC
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 3 of 5

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title	DOB	Stock %
1	Abulkhair A. Islam, PE	President/CEO, Director, Treasurer	11/07/1958	99%
2	Aslam Siddiqui, PE	Executive Vice President	06/27/1961	1%
3	Rohit Pradhan, PE	Senior Vice President	03/04/1960	0%
4	Rubina Islam	Vice President	11/02/1960	0%

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 4 of 5

Certification (Please complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

Witness _____

Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

Name of General Partner/ Sole Proprietor (Print of Type)

Address of
Business: _____

State of _____)

) SS Middletown

County of _____)

_____ being duly sworn, deposes and says that he/she is
_____ of _____ and that he/she answers to the
foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

Signature of Notary Public

Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 5 of 5

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Stephanie Lesick-Hernandez
Witness Stephanie Lesick-Hernandez

AI Engineers, Inc.
Name of Corporation (Print of Type)

Address of Business: 919 Middle Street
Middletown, CT 06457

Affix
Corporate
Seal

By: [Signature]
Signature of Authorized Corporate Officer

Abulkhair A. Islam, PE
Name of Authorized Corporate Officer (Print of Type)

Its: President/CEO
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)

) SS Middletown

County of Middlesex)

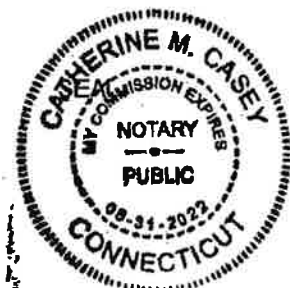
Abulkhair A. Islam, PE being duly sworn, deposes and says that
he/she is President/CEO of AI Engineers, Inc. and that he/she answers to the
foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 28th day of September 2021.

Catherine M. Casey
Signature of Notary Public

Catherine M. Casey
Name of Notary Public (Print of Type)

My Commission Expires: August 30, 2022



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office
To: Salvatore D. Porzio- Project Manager
Public Works
Subject: Tax Clearance

Date: 09/29/2021

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

AI Engineers, Inc.
TABOR, LLC
TABOR Development, LLC
Abulkhair Islam
Rubina Islam
Aslam Siddiqui
Rohit Pradhan
99 Middle Street
Middletown, CT 06457

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

Very truly yours,

Nancy J. Olson

NJO/wmf

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



12.2

PUBLIC WORKS DEPARTMENT
THE CITY OF WATERBURY
CONNECTICUT
BUREAU OF ENGINEERING

Memorandum

To: Board of Aldermen
Board of Education

From: Salvatore D. Porzio, Project Manager, DPW 
Rosh Maghfour, School Business Office Accounting Manager

Date: December 1, 2021

Re: **Executive Summary/Approval Request** – Engineer Agreements for On-Call Engineering Services between the City of Waterbury and CDM Smith Inc.

The Engineering Department and the Public Works Department, in conjunction with the Education Department, respectfully request your approval of each of the following agreements:

- A.) Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and CDM Smith Inc. - (American Rescue Plan Act (ARPA)/ESSER FUNDED, and
- B.) Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and CDM Smith Inc. – NON-ARPA/ESSER FUNDED.

As you may be aware, under RFQ No. 6749, the City solicited for Engineering On-Call Services and the Selection Committee, consisting of David B. Simpson, Director, DPW, Michael LeBlanc, Director of Finance, Will Clark, BOE, Rob Langenauer, Superintendent of Water, Kevin McCaffery, Purchasing Director and me, after thoroughly reviewing all Qualifications, selected a number of firms to provide various services, by discipline, to the City, with CDM Smith Inc. ("CDM Smith") being one of the selected firms. (See attached Award Letter issued by the Director of Purchasing).

The attached Agreements are part of a new two-step process that the City will utilize to streamline the process for obtaining needed On-Call Engineering Services. The attached Agreements will serve as "master agreements" and contain all the City's standard terms, conditions and "boiler plate"

language for such services. Except for additional required language to comply with American Rescue Plan Act (“ARPA”) and the Elementary and Secondary Schools Emergency Relief (“ESSER”) Fund, both agreements are similar with respect to legal operation and terms, including rates of compensation (see CDM’s Cost Information Schedule included in Attachment A). One agreement applies to projects funded by ARPA/ESSER, while the other is for non-ARPA/ESSER funded projects.

As the second step in the process, both Agreements provide for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will set out, on a project by project basis, the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order requires the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

The term for both Agreements runs through December 31, 2024 and there is no cost to the City for entering into the Agreements.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed Agreements; the Purchasing Department’s “Award Letter” in connection with RFQ No. 6794; the Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations to the City of Waterbury submitted by CDM in connection with this project, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that Engineering/DPW or the Education Department, as appropriate, will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.


SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Roy E. Cavanaugh, P.E., City Engineer, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Rosh Maghfour, School Business Office Accounting Manager
File C202

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Roy E. Cavanaugh, P.E., City Engineer
From: Kevin McCaffery, Director of Purchasing 
Subject: RFQ #6794 On-Call Engineering Services
Date: October 26, 2021

The attached list of firms has been selected to provide On-Call Engineering Services. Individual firms will be selected by discipline on a project by project basis, for specific, as needed engineering on-call services. For each project all on-call services with a value of \$50,000 or greater will require a formal contract which must be approved by the Office of Corporation Counsel and all required City Boards. All on-call services less than \$50,000 in value will be procured via Purchase Order.

RFQ #6794 – Engineering On Call Services 2021 thru 2023 (Finalized on 8/19/2021)

SELECTED FIRMS FINAL

Disciplines		Preferred Firms			
1	Roadway Reconstruction	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	CDM Smith
2	Mechanical Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	CDM Smith
3	Electrical Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
4	Structural Engineering Buildings	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
5	Traffic Safety and Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
6	Bridge Design Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
7	Drainage Improvements	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
8	Land Survey Work	Dymar	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
9	UST Engineering Services	Puss & O'Neil	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
10	Environmental Engineers / Hazardous Waste Abatement Services	Puss & O'Neil	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
11	Architectural Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
12	Landscape Architect Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
13	Wetland mapping, evaluation & restoration plans	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
14	Hydraulic Engineering Services (dams, culverts, etc.)	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
15	GIS / Cartographer Services	Tighe & Bond	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
16	Solid Waste Management	Jacobs	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
17	General Municipal Improvements	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
18	Master Planning/Site Development	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
19	Construction Administration	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
19 +	Construction Administration	CDM Smith	Tighe & Bond	Milone and Macdonom	Loureiro
20	Resident Engineering Inspection Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and Macdonom	Loureiro
20 +	Resident Engineering Inspection Services	CDM Smith	Tighe & Bond	Milone and Macdonom	Loureiro
21	Landfill Facility Engineering Services	Barton & Loguidice (Anchor)	Jacobs	Milone and Macdonom	Loureiro
22	Water Pollution Control Facility Design Services	CDM Smith	Jacobs	Milone and Macdonom	Loureiro
23	Sanitary Sewer Collection System Design Services	Wright-Pierce	Jacobs	Milone and Macdonom	Loureiro
24	Sanitary Sewer Pump Station Design Services	Wright-Pierce	Jacobs	Milone and Macdonom	Loureiro
25	Water Pollution Control Facility Construction Administration Services	CDM Smith	Jacobs	Milone and Macdonom	Loureiro
26	Sanitary Sewer Collection System Construction Administration Services	Wright-Pierce	Jacobs	Milone and Macdonom	Loureiro
27	Sanitary Sewer Pump Station Construction Administration Services	Wright-Pierce	Jacobs	Milone and Macdonom	Loureiro
28	Water Pollution Control Facility Resident Engineer and Inspection Services	CDM Smith	Jacobs	Milone and Macdonom	Loureiro
29	Sanitary Sewer Collection System Resident Engineer & Inspection Services	Wright-Pierce	Jacobs	Milone and Macdonom	Loureiro
30	Sanitary Sewer Pump Station Resident Engineer and Inspection Services	Wright-Pierce	Jacobs	Milone and Macdonom	Loureiro
31	Water Pump Station Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and Macdonom	Loureiro
32	Hydraulic Modeling for Water Distribution Design / Engineering Services	CDM Smith	Environmental Partners	Wright-Pierce	Environmental Partners
33	Reservoir Dam Design / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Environmental Partners
34	Water Filtration Plant Improvement Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and Macdonom	Wright-Pierce
35	Water Main Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and Macdonom	Wright-Pierce
36	Water Storage Tank Engineering and Inspection Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond
37	Water Storage Tank Design / Engineering Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond
38	Geotechnical Investigation and Engineering	CDM Smith	Tighe & Bond	Milone and Macdonom	Wright-Pierce

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 1 of 5

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.: _____

County of Nassau

Christopher A. Korzenko, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____
(circle/complete as applicable) of CDM Smith Inc.
(Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X _____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 2 of 5

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Refer to attached annual statement of financial interest form.				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Organization Name (if none state NONE)	Address	Type of Ownership
1 None		
2		
3		
4		

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Page 3 of 5

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title	DOB	Stock %
1	See attached officers list.			
2	No individual owns greater than 25% of outstanding stock.			
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 4 of 5

Certification (Proposer to complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

Witness _____

Name of Partnership/Business (Print of Type)

By: _____

Signature of General Partner/ Sole Proprietor

Name of General Partner/ Sole Proprietor (Print of Type)

Address of
Business: _____

State of _____)

) SS

County of _____)

_____ being duly sworn, deposes and says that he/she is
_____ of _____ and that he/she answers to the
foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 2_____.

Signature of Notary Public

Name of Notary Public

(Print of Type)

SEAL

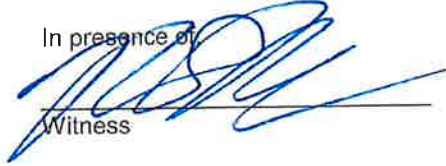
My Commission Expires: _____

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Page 5 of 5

Certification For Corporation/LLC (Requires Notarization)

In presence of


Witness

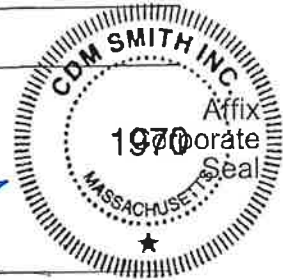
CDM Smith Inc.

Name of Corporation


(Print of Type)

Address of Business: 60 Crossways Park Drive West
Suite 340

Woodbury, NY 11797



By:


Signature of Authorized Corporate Officer

Christopher Korzenko

Name of Authorized Corporate Officer (Print of Type)

Its: Associate

Title of Authorized Corporate Officer (Print of Type)

State of New York)

) SS

County of Nassau)

Christopher A. Korzenko being duly sworn, deposes and says that he/she is
Associate of CDM Smith 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 _____ day of August 24, 20 21.


Signature of Notary Public

Jayne Ciccone
Name of Notary Public (Print of Type)

JAYNE CICCONE
Notary Public, State of New York
No. 01C16206399
Qualified in Nassau County
Commission Expires May 18, 2025

SEAL

My Commission Expires: _____

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office

Date: 8/25/2021

To: Terry M. Latifi- Engineer
Water & Sewer


Subject: Tax Clearance

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

CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109
Or
77 Hartland Street, Suite 201
East Hartford, CT 06108

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

Very truly yours,



NJO/wmf

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

ENGINEER AGREEMENT
RFQ No. 6794
for
ON-CALL ENGINEERING SERVICES
between
The City of Waterbury, Connecticut
and
CDM SMITH INC.

(American Rescue Plan Act (ARPA)/ESSER FUNDED)

THIS AGREEMENT, effective on the date signed by the Mayor (the "Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and CDM Smith Inc., a State of Connecticut duly registered foreign corporation, located at 75 State Street, Suite 701, Boston, MA 02109, with a place of business at 77 Hartland Street – Suite 201, East Hartford, CT 06108 (the "Firm").

WHEREAS, the Firm submitted a qualifications to the City responding to **RFQ No. 6794** for **ENGINEERING ON-CALL SERVICES**; and

WHEREAS, the City accepted the Firm's Qualifications for **RFQ No. 6794**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

WHEREAS, the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Firm shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Firm shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of providing the City of Waterbury **On-Call Engineering Services (per RFQ No. 6794) pertaining to services for which the Firm has been deemed qualified by the City's Purchasing Director ("Qualified Engineering**

Services") as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's **RFQ No. 6794 ("ENGINEERING ON CALL SERVICES 2021 THROUGH 2023")** (incorporated by reference);
- 1.1.2** **Addenda #1** to the City's **RFQ No. 6794**, dated December 1, 2020 (incorporated by reference);
- 1.1.3** The Firm's Qualifications submitted in response to the City's **RFQ No. 6794**, dated December 7, 2020 and consisting of 357 pages (incorporated by reference), including the Firm's 7 page Cost Information Schedule (attached hereto);
- 1.1.4** Firm's Certificate(s) of Insurance (incorporated by reference);
- 1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.6** All permits and licenses (incorporated by reference); and
- 1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of 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 Firm. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1** 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** Firm's response to the City's **RFQ No. 6794**, dated December 7, 2020 and consisting of 357 pages, including the Firm's 7 page Cost Information Schedule
- 1.2.5** RFQ Addenda
- 1.2.6** RFQ Documents

1.3. Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Firm at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Firm. The Firm 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 Firm's response to the City's **RFP #6794** and paid on a time and materials basis;
- 1.3.5 provides a spreadsheet of the Firm's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
- 1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Firm (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 **Task Order Process.** The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

- 1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
- 1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Firm until and unless the City issues a Purchase Order for such work; and
- 1.5.3 The Firm 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. **Firm Representations Regarding Qualification and Accreditation.** The Firm represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Firm further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Firm under its

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Firm hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, including, but not limited to, the American Rescue Plan Act Pub. L. No. 117-2 (March 11, 2021), that the Firm and/or its employees be licensed, certified, registered, or otherwise qualified, the Firm and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Firm shall provide to the City a copy of the Firm's licenses, certifications, registrations, etc.

3. Responsibilities of the Firm. All data, information, etc. given by the City to the Firm and/or created by the Firm shall be treated by the Firm as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Firm agrees to forever hold in confidence all files, records, documents and other information which may come into the Firm's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Firm disclosure is required to comply with statute, regulation, or court order, the Firm shall provide prior advance written notice to the City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall have access to such areas of City property as the City and the Firm agree are necessary for the performance of the Firm's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Firm may mutually agree. Firm shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Firm shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Firm, City may, but shall not be required to, correct same at Firm's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Firm, unless written permission is obtained from the City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the City and the Firm.

3.3. Cleaning Up. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall at all times keep the premises free from

accumulation of waste materials or rubbish caused by Firm, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Firm.

3.4. Publicity. Firm agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance.

3.5. Standard of Performance.

3.5.1 All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

3.5.2 The standard of care and skill for all services performed by the Firm shall be that standard of care and skill ordinarily used by other members of the Firm's profession practicing under the same or similar conditions at the same time and in the same locality. The Firm's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Firm's Employees. The Firm shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Firm acknowledges its responsibilities to examine and to be thoroughly familiar with the City's qualifications document, including, but not limited to the specifications, and any addenda thereto. The Firm hereby warrants and represents that prior to the submission of its qualifications during the qualifications 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 qualifications and, accordingly, any additional costs, services or products resulting from the failure of the Firm to complete Due Diligence

prior to submission of its qualifications shall be borne by the Firm. Furthermore the Firm had the opportunity during the qualifications process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its qualifications. Thus, in the event any changes or costs are disclosed by the Firm, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Firm;

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Firm has discovered in the Qualifications Documents; and

3.7.7 agrees that the Qualifications Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Firm shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Firm and/or delivered by the Firm during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Firm's declaration as to whether the entirety of the Firm's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total

compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by a Firm representative acceptable to the City's Using Agency.

NOTE: the Firm's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Responses to Requests for Information. The Firm shall respond to requests for information (RFI's) within seven (7) consecutive calendar days after receipt thereof.

3.10. ARCHITECT/ENGINEER CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS. This Agreement pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021). The Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Agreement is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Regulations and assurances that the Firm must comply with are set forth in **Attachment B** to this Agreement, attached hereto and made a part hereof.

3.10.1 REQUIRED CONTRACT PROVISIONS – ESSER FUNDED PROJECTS. If this Agreement pertains to a project funded in whole or in part, under American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 ("ARPA ESSER" or "ESSER"), the Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency, including but not limited to all as provided in 3.10 above and the following:

3.10.1.1 The State Education Agency ("SEA") will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

3.10.1.2. With respect to the certification regarding lobbying in Department Form 80-0013, no 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 the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

3.10.1.3 The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

3.10.1.4 Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

3.10.1.5 Audit. The City reserves the right to audit Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, 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. Firm acknowledges that all State and Federal Agencies reserve the right to audit Firm's books of account in relation to this Contract and any time until the American Rescue Plan Act grant is fully closed out as determined by the U.S. Treasury Department.

3.11. REQUIRED CONTRACT PROVISIONS – OTHER. If this Agreement pertains to a project funded in whole or in part, by a federal or state funding source not otherwise identified in 3.10 above, the funding source shall be so identified in any applicable fully executed Task Order(s) and the Firm is required to comply with all applicable Federal and State statutes, executive orders, regulations, rules and interpretive guidance issued pertaining to such funding source.

4. Responsibilities of the City. Upon the City's receipt of Firm's written request for specific information, the City will provide the Firm with that information the City agrees is

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necessary and appropriate to the services to be performed by the Firm hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Firm for the purpose of carrying out the services under this Contract.

5. Contract Time. The Firm shall complete all work and services required under this Contract by **December 31, 2024** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract (“Contract Time”).

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Firm further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Firm and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Firm shall pay to the City the sum of the greater of **SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Firm is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Firm under this Contract. The Firm understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney’s fees.

5.3 No Damage for Delay

In no event shall the Firm be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Firm for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Firm shall be in accordance with the Firm's response to **RFQ No. 6794**, dated December 7, 2020 and all applicable fully executed Task Orders.

6.2. Limitation of Payment. Compensation payable to the Firm is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Firm's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Firm's invoices shall describe the work, services, reports, plans, specifications, drawings, deliverables, etc. rendered and the compensation sought therefore in a form, and with detail and clarity, acceptable to the City.

6.2.1 The Firm and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Firm, in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Firm's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3. Review of Work. The Firm shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Firm shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Firm's demand for payment. The City shall not certify fees for payment to the Firm until the City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.4. Qualifications Costs. All costs of the Firm in preparing its qualifications for **RFQ No. 6794** and for the applicable Task Order(s) shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other contract.

6.5. Payment for Services, Materials, Employees. The Firm shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished to the City under this Contract. The Firm shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Firm shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Firm has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Firm may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Firm shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Firm for that item. Firm and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Firm shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Firm, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Firm's

duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Firm or any employee of the Firm, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

8.4. The Firm expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Firm shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Firm's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Firm shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Firm and as to any award made thereunder.

8.6. In the event this Contract and/or the Firm, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Firm shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, or funding withheld from the City, if the reason for the fine or withholding of funds was due to Firm, or its subcontractor, omission or commission.

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Firm and such insurance has been approved by the City. The Firm shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been

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

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

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Firm:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Firm shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance:

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** aggregate

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

9.5. Failure to Maintain Insurance: In the event the Firm fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Firm's invoices for the cost of said insurance.

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

9.7. Certificates of Insurance: The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, the City's Board of Education, and KBE Building Corporation (if ARPA/ESSER funded) as additional insured and include a waiver of subrogation on all lines except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Firm executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury, the City's Board of Education and KBE Building Corporation (if ARPA/ESSER funded) are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability"**. The Firm must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Firm represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Firm of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021); *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the *CONTRACT WORK HOURS AND SAFETY STANDARDS ACT*, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm represents that the qualifications and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Firm and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Firm is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages

paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Firm who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Firm is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Firm shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Firm agrees to comply with all Local, State and Federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractor.

12. NOT USED.

13. Termination.

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

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Firm under this Contract shall, at the option of the City, become the City's property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Firm. If this Contract is terminated by the City as provided herein, the Firm will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Firm covered by this Contract, less payments of compensation previously made.

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

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or

otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Firm.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Firm, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Firm for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract, for cause, the Firm shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the City prior to such termination. The Firm shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Firm for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks), installed and delivered to the City as of the Termination Date and the Firm shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Firm shall be required to exercise

commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Firm may negotiate a mutually acceptable payment to the Firm for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Firm. The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Firm will be compensated by the City for work performed prior to such termination date and the Firm shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, including but not limited to any contracts and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination, (i) the Firm shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Firm for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Firm's reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to architect, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure.

15.1 Except as provided in 15.3 below, the Firm shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by the limited conditions beyond its control provided below:

15.1.1 Acts of God, fire, explosion, cyclone, war, revolution, or acts of public enemies.

15.2. Upon cessation of work for reason of force majeure delays, the Firm shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

15.3 The parties hereto expressly agree that as funding for this work must be completed in accordance with American Rescue Plan Act time constraints, delays that are in any way associated with COVID-19, any variant thereof, or a comparable pandemic or epidemic shall not be considered events which constitute force majeure delays and shall not excuse the Firm from meeting the Contract Time.

16. Subcontracting. The Firm shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Firm's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Firm and shall name the City as an additional insured party and said subcontractor shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Firm from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

16.1. The Firm shall be as fully responsible to the City for the acts and omissions of the Firm's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Firm.

17. Assignability. The Firm shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Firm from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Firm shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. If ESSER funded, see also section 3.10.1.5.

19. Risk of Damage and Loss. The Firm shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any

shipper or delivery service. The Firm shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc., associated with the foregoing repair and replacement obligation. Further, the Firm shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Firm. The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Firm.

22. Independent Contractor Relationship. The relationship between the City and the Firm is that of client and independent contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Firm relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractor and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Firm's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original Contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Firm's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Firm and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to

resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFQ No. 6794** and (ii) the Firm's qualifications responding to the aforementioned **RFQ No. 6794**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in qualifications or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Firm agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Firm shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Firm each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Firm, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Firm: CDM Smith Inc.
77 Hartland Street – Suite 201
East Hartford, CT 06108

City: City of Waterbury
Using Agency

With a copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinance; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply will, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized

Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Firm hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall, if applicable, fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Firm set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Firm records and files related to the performance of this Contract and those records and files

are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

Sign here: _____
Print here: _____

By: _____
Neil M. O'Leary, Mayor

Sign here: _____
Print here: _____

Date: _____

WITNESSES:

CDM SMITH, INC.

Sign here: _____
Print here: _____

By: sign here: _____
Print here: _____

Its _____

Sign here: _____
Print here: _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's **RFQ No. 6794 ("ENGINEERING ON CALL SERVICES 2021 THROUGH 2023")** (incorporated by reference);
- 1.1.2** **Addenda #1** to the City's **RFQ No. 6794**, dated December 1, 2020 (incorporated by reference);
- 1.1.3** The Firm's Qualifications submitted in response to the City's **RFQ No. 6794**, dated December 7, 2020 and consisting of 357 pages (incorporated by reference), including the Firm's 7 page Cost Information Schedule (attached hereto);
- 1.1.4** Firm's Certificate(s) of Insurance (incorporated by reference);
- 1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.6** All permits and licenses (incorporated by reference); and
- 1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).



60 Crossways Park West, Suite 340
Woodbury, NY 11797
tel: 516-496-8400
fax: 516-921-1521

December 7, 2020

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

Subject: Engineering On Call Services 2021 Through 2023 – Cost Proposal (RFQ #6794)

Dear Mr. McCaffery:

Thank you for the opportunity to submit this cost information for the Engineering On-Call Services. In accordance with the requirements presented in the RFQ, CDM Smith Inc. (CDM Smith) has included this cost information as a separate document. Our cost information is in the format as requested in the RFQ and we look forward to hearing from you concerning this submission.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Christopher A. Korzenko'. The signature is fluid and cursive, with a large 'K' and 'Z'.

Christopher A. Korzenko, PE, BCEE
Associate
CDM Smith Inc.



ATTACHMENT E – COST INFORMATION SCHEDULE

Submitted By: CDM Smith Inc.
(Print Firm Name)

NOTE: the Cost Information shall be sealed in a separate envelope and be marked “Confidential: Cost Information Schedule.”

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum <u>10</u> years of experience.	\$ <u>175</u>	\$ <u>175</u>
Professional Engineer (Senior) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Engineer (Project) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc.. Specify minimum <u>2</u> years of experience.	\$ <u>100</u>	\$ <u>100</u>
Engineer (Senior) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum <u>5</u> years of experience.	\$ <u>130</u>	\$ <u>130</u>

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum <u>5</u> years of experience.	\$ <u>110</u>	\$ <u>110</u>
Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum <u>2</u> years of experience.	\$ <u>80</u>	\$ <u>120</u>
Licensed Surveyor	Licensed for this professional title by the Department of Consumer Protection. Specify minimum <u> </u> years of experience.	\$ <u>NA</u>	\$ <u>NA</u>
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the board for this professional title. Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum <u> </u> years of experience.	\$ <u>NA</u>	\$ <u>NA</u>
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the Department of Consumer Protection. Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Landscape Architect	Holds a bachelor's degree or higher. Licensed by the Department of Consumer Protection. Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum <u>10</u> years of experience.	\$ <u>130</u>	\$ <u>130</u>
Construction Inspector (Staff)	ACI and NICET certified Specify minimum <u>5</u> years of experience.	\$ <u>110</u>	\$ <u>110</u>
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum <u>12</u> years of experience.	\$ <u>225</u>	\$ <u>225</u>
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum <u>3</u> years of experience.	\$ <u>80</u>	\$ <u>120</u>
2 Man Survey Crew	Survey Crew to consist of a party Chief with a minimum of <u> </u> Years experience and a Rod Man with a minimum of 6 months experience.	\$ <u>NA</u>	\$ <u>NA</u>

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

Water Pollution Control Facility Design / Engineering	Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Sanitary Sewer Collection System Design / Engineering	Specify minimum <u>7</u> years of experience.	\$ <u>150</u>	\$ <u>150</u>
Sanitary Sewer Pump Station Design / Engineering	Specify minimum <u>10</u> years of experience.	\$ <u>175</u>	\$ <u>175</u>
Construction Administration Services for Water Pollution Control Facility Improvements	Specify minimum <u>15</u> years of experience.	\$ <u>175</u>	\$ <u>175</u>
Construction Administration Services for Sanitary Sewer Collection System Improvements	Specify minimum <u>5</u> years of experience.	\$ <u>125</u>	\$ <u>125</u>
Construction Administration Services for Sanitary Sewer Pump Station Improvements	Specify minimum <u>10</u> years of experience.	\$ <u>150</u>	\$ <u>150</u>
Resident Engineer Inspection Services for Water Pollution Control Facility Improvements	Specify minimum <u>15</u> years of experience.	\$ <u>200</u>	\$ <u>200</u>
Resident Engineer Inspection Services for Sanitary Sewer Collection System Improvements	Specify minimum <u>5</u> years of experience.	\$ <u>125</u>	\$ <u>125</u>
Resident Engineer Inspection Services for Sanitary Sewer Pump Station Improvements	Specify minimum <u>10</u> years of experience.	\$ <u>150</u>	\$ <u>150</u>

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

- II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.**

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Cartographer/GIS Specialist (Project)	Specify minimum <u>5</u> years of experience.	\$ <u>130</u>	\$ <u>130</u>
Architect (Project)	Specify minimum <u>5</u> years of experience.	\$ <u>125</u>	\$ <u>125</u>
Landscape Architect (Project)	Specify minimum <u>5</u> years of experience.	\$ <u>120</u>	\$ <u>120</u>
Senior Technical Advisor/Officer	Specify minimum <u>20</u> years of experience.	\$ <u>250</u>	\$ <u>250</u>
Water Pollution Control Facility Design / Engineering (Project)	Specify minimum <u>5</u> years of experience.	\$ <u>125</u>	\$ <u>125</u>
Sanitary Sewer Collection System Design / Engineering (Project)	Specify minimum <u>2</u> years of experience.	\$ <u>95</u>	\$ <u>95</u>
Sanitary Sewer Pump Station Design / Engineering (Project)	Specify minimum <u>5</u> years of experience.	\$ <u>125</u>	\$ <u>125</u>

- III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.**

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	\$ <u>0.15</u>
2	Color Printing and photocopies (Up to 11"x17")	Each.	\$ <u>0.50</u>

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	\$ 0.25
4	Large Format Color Plotting (sheet sizes>11"x17")	S.F.	\$ 0.75
5	Large Format Mylar Plotting	S.F.	\$ 0.75
6	Electronic Scanning	S.F.	\$ 0.15
7	In-house Printing and photocopies up to 11 X 17"	Each	\$ 0.05
8	Blackline prints	Cost	Cost + 0 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 1 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 5 %
12	Reproduction Costs	Per page	Cost + 0 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 5 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 5 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit

ATTACHMENT E – COST INFORMATION SCHEDULE
REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively.
2. NOTE: Rates/prices provided above shall be good for three (3) years. No rate escalation is permitted. After the initial three (3) year period, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City.
3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product.
4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.
5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.
6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.
7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.
8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications.

END OF SECTION

ATTACHMENT B

ARCHITECT/ENGINEER CONTRACTS - REQUIRED CONTRACT PROVISIONS –

AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, dated August 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is

binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



12.3

PUBLIC WORKS DEPARTMENT
THE CITY OF WATERBURY
CONNECTICUT
BUREAU OF ENGINEERING

Memorandum

To: Board of Aldermen
Board of Education

From: Salvatore D. Porzio, Project Manager, DPW
Rosh Maghfour, School Business Office Accounting Manager

Date: December 1, 2021

Re: **Executive Summary/Approval Request** – Engineer Agreements for On-Call Engineering Services between the City of Waterbury and Loureiro Engineering Associates, Inc.

The Engineering Department and the Public Works Department, in conjunction with the Education Department, respectfully request your approval of each of the following agreements:

- ☒ A.) Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury and Loureiro Engineering Associates, Inc. - (American Rescue Plan Act (ARPA)/ESSER FUNDED, and
- B.) Engineer Agreement [RFQ #6794] for On-Call Engineering Services between the City of Waterbury Loureiro Engineering Associates, Inc. – NON-ARPA/ESSER FUNDED.

As you may be aware, under RFQ No. 6749, the City solicited for Engineering On-Call Services and the Selection Committee, consisting of David B. Simpson, Director, DPW, Michael LeBlanc, Director of Finance, Will Clark, BOE, Rob Langenauer, Superintendent of Water, Kevin McCaffery, Purchasing Director and me, after thoroughly reviewing all Qualifications, selected a number of firms to provided various services, by discipline, to the City, with Loureiro Engineering Associates, Inc. ("Loureiro") being one of the selected firms. (See attached Award Letter issued by the Director of Purchasing).

The attached Agreements are part of a new two-step process that the City will utilize to streamline the process for obtaining needed On-Call Engineering Services. The attached Agreements will serve as "master agreements" and contain all the City's standard contract terms, conditions and "boiler

plate” language for such services. Except for additional required language to comply with American Rescue Plan Act (“ARPA”) and the Elementary and Secondary Schools Emergency Relief (“ESSER”) Fund, both agreements are similar with respect to legal operation and terms, including rates of compensation (see Loureiro’s Cost Information Schedule included in Attachment A). One agreement applies to projects funded by ARPA/ESSER, while the other is for non-ARPA/ESSER funded projects.

As the second step in the process, both Agreements provide for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will set out, on a project by project basis, the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order requires the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

The term for both Agreements runs through December 31, 2024 and there is no cost to the City for entering into the Agreements.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed Agreements as well as the Purchasing Department’s “Award Letter” in connection with RFQ No. 6794.

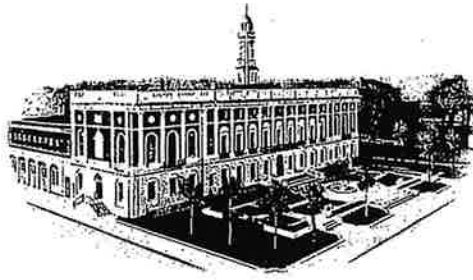
Lastly, please be advised that Engineering/DPW or the Education Department, as appropriate, will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.


SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Roy E. Cavanaugh, P.E., City Engineer, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Rosh Maghfour, School Business Office Accounting Manager, via email, w/o attachment.
File C202

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Roy E. Cavanaugh, P.E., City Engineer
From: Kevin McCaffery, Director of Purchasing 
Subject: RFQ #6794 On-Call Engineering Services
Date: October 26, 2021

The attached list of firms has been selected to provide On-Call Engineering Services. Individual firms will be selected by discipline on a project by project basis, for specific, as needed engineering on-call services. For each project all on-call services with a value of \$50,000 or greater will require a formal contract which must be approved by the Office of Corporation Counsel and all required City Boards. All on-call services less than \$50,000 in value will be procured via Purchase Order.

RFQ 46794 – Engineering On Call Services 2021 thru 2023 (Finalized on 8/19/2021)

SELECTED FIRMS (FIRM)

Disciplines		Preferred Firms					
1	Roadway Reconstruction	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	CDM Smith	Tighe & Bond	Loureiro
2	Mechanical Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom			
3	Electrical Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	Loureiro		
4	Structural Engineering Buildings	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom			
5	Traffic Safety and Engineering	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	CDM Smith	Tighe & Bond	Loureiro
6	Bridge Design Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom			
7	Drainage Improvements	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom			
8	Land Survey Work	Dymar	Barton & Loguidice (Anchor)	Milone and MacBroom	Loureiro		
9	UST Engineering Services	Fuss & O Neil	Barton & Loguidice (Anchor)	Milone and MacBroom	CDM Smith	Tighe & Bond	Loureiro
10	Environmental Engineers / Hazardous Waste Abatement Services	Fuss & O Neil	Barton & Loguidice (Anchor)	Milone and MacBroom			
11	Architectural Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	CDM Smith	Tighe & Bond	Loureiro
12	Landscape Architect Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom			
13	Wetland mapping, evaluation & restoration plans	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	Dymar		
14	Hydraulic Engineering Services (dams, culverts, etc.)	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom			
15	GIS / Cartographer Services	Tighe & Bond	Barton & Loguidice (Anchor)	Milone and MacBroom			
16	Solid Waste Management	Jacobs	Barton & Loguidice (Anchor)	Loureiro	CDM Smith	Tighe & Bond	Loureiro
17	General Municipal Improvements	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	Tighe & Bond		
18	Master Planning/Site Development	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	Silver Petrucci & Assoc	Loureiro	
19	Construction Administration	AI Engineers	Barton & Loguidice (Anchor)	Environmental Partners	Wright-Pierce		
19+	Construction Administration	CDM Smith	Tighe & Bond				
20	Resident Engineering Inspection Services	AI Engineers	Barton & Loguidice (Anchor)	Milone and MacBroom	Silver Petrucci & Assoc		
20+	Resident Engineering Inspection Services	CDM Smith	Tighe & Bond	Environmental Partners	Wright-Pierce		
21	Landfill Facility Engineering Services	Barton & Loguidice (Anchor)	Jacobs	Loureiro			
22	Water Pollution Control Facility Design Services	CDM Smith	Jacobs	Wright-Pierce			
23	Sanitary Sewer Collection System Design Services	Wright-Pierce	Jacobs	Milone and MacBroom			
24	Sanitary Sewer Pump Station Design Services	Wright-Pierce	Jacobs	Milone and MacBroom			
25	Water Pollution Control Facility Construction Administration Services	CDM Smith	Jacobs	Wright-Pierce			
26	Sanitary Sewer Collection System Construction Administration Services	Wright-Pierce	Jacobs	Milone and MacBroom			
27	Sanitary Sewer Pump Station Construction Administration Services	Wright-Pierce	Jacobs	Milone and MacBroom			
28	Water Pollution Control Facility Resident Engineer and Inspection Services	CDM Smith	Jacobs	Wright-Pierce			
29	Sanitary Sewer Collection System Resident Engineer & Inspection Services	Wright-Pierce	Jacobs	Milone and MacBroom			
30	Sanitary Sewer Pump Station Resident Engineer and Inspection Services	Wright-Pierce	Jacobs	Milone and MacBroom			
31	Water Pump Station Design / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Milone and MacBroom	Silver Petrucci & Assoc	Environmental Partners
32	Hydraulic Modeling for Water Distribution Design / Engineering Services	CDM Smith	Environmental Partners	Wright-Pierce	Tighe & Bond		
33	Reservoir Dam Design / Engineering Services	CDM Smith	Tighe & Bond	Wright-Pierce	Environmental Partners	Silver Petrucci & Assoc	
34	Water Filtration Plant Improvement Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and MacBroom	Environmental Partners	Wright-Pierce	
35	Water Main Design / Engineering Services	CDM Smith	Tighe & Bond	Milone and MacBroom	Wright-Pierce		
36	Water Storage Tank Engineering and Inspection Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond		
37	Water Storage Tank Design / Engineering Services	CDM Smith	Wright-Pierce	Environmental Partners	Tighe & Bond		
38	Geotechnical Investigation and Engineering	CDM Smith	Tighe & Bond	Milone and MacBroom	Wright-Pierce		

ENGINEER AGREEMENT
RFQ No. 6794
for
ON-CALL ENGINEERING SERVICES
between
The City of Waterbury, Connecticut
and
LOUREIRO ENGINEERING ASSOCIATES, INC.

(American Rescue Plan Act (ARPA)/ESSER FUNDED)

THIS AGREEMENT, effective on the date signed by the Mayor (the "Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Loureiro Engineering Associates, Inc., a State of Connecticut duly registered domestic corporation, located at 100 Northwest Drive, Plainville, CT 06062 (the "Firm").

WHEREAS, the Firm submitted a qualifications to the City responding to **RFQ No. 6794** for **ENGINEERING ON-CALL SERVICES**; and

WHEREAS, the City accepted the Firm's Qualifications for **RFQ No. 6794**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

WHEREAS, the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Firm shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Firm shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of providing the City of Waterbury **On-Call Engineering Services (per RFQ No. 6794) pertaining to services for which the Firm has been deemed qualified by the City's Purchasing Director ("Qualified Engineering**

Services”) as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's **RFQ No. 6794 (“ENGINEERING ON CALL SERVICES 2021 THROUGH 2023”)** (incorporated by reference);
- 1.1.2 **Addenda #1** to the City's **RFQ No. 6794**, dated December 1, 2020 (incorporated by reference);
- 1.1.3 The Firm's Qualifications submitted in response to the City's **RFQ No. 6794**, dated December 7, 2020 and consisting of 113 pages (incorporated by reference), including the Firm's 6 page Cost Information Schedule (attached hereto);
- 1.1.4 Firm's Certificate(s) of Insurance (incorporated by reference);
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.6 All permits and licenses (incorporated by reference); and
- 1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of 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 Firm. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 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 Firm's response to the City's **RFQ No. 6794**, dated December 7, 2020 and consisting of 113 pages, including the Firm's 6 page Cost Information Schedule
- 1.2.5 RFQ Addenda
- 1.2.6 RFQ Documents

1.3. **Task Order Development.** The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Firm at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Firm. The Firm 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 Firm's response to the City's **RFP #6794** and paid on a time and materials basis;
- 1.3.5 provides a spreadsheet of the Firm's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
- 1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Firm (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 **Task Order Process.** The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

- 1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
- 1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Firm until and unless the City issues a Purchase Order for such work; and
- 1.5.3 The Firm 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. **Firm Representations Regarding Qualification and Accreditation.** The Firm represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Firm further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Firm under its

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Firm hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, including, but not limited to, the American Rescue Plan Act Pub. L. No. 117-2 (March 11, 2021), that the Firm and/or its employees be licensed, certified, registered, or otherwise qualified, the Firm and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Firm shall provide to the City a copy of the Firm's licenses, certifications, registrations, etc.

3. Responsibilities of the Firm. All data, information, etc. given by the City to the Firm and/or created by the Firm shall be treated by the Firm as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Firm agrees to forever hold in confidence all files, records, documents and other information which may come into the Firm's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Firm disclosure is required to comply with statute, regulation, or court order, the Firm shall provide prior advance written notice to the City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall have access to such areas of City property as the City and the Firm agree are necessary for the performance of the Firm's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Firm may mutually agree. Firm shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Firm shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Firm, City may, but shall not be required to, correct same at Firm's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Firm, unless written permission is obtained from the City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the City and the Firm.

3.3. Cleaning Up. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall at all times keep the premises free from

accumulation of waste materials or rubbish caused by Firm, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Firm.

3.4. Publicity. Firm agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance.

3.5. Standard of Performance.

3.5.1 All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

3.5.2 The standard of care and skill for all services performed by the Firm shall be that standard of care and skill ordinarily used by other members of the Firm's profession practicing under the same or similar conditions at the same time and in the same locality. The Firm's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Firm's Employees. The Firm shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Firm acknowledges its responsibilities to examine and to be thoroughly familiar with the City's qualifications document, including, but not limited to the specifications, and any addenda thereto. The Firm hereby warrants and represents that prior to the submission of its qualifications during the qualifications 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 qualifications and, accordingly, any additional costs, services or products resulting from the failure of the Firm to complete Due Diligence

prior to submission of its qualifications shall be borne by the Firm. Furthermore the Firm had the opportunity during the qualifications process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its qualifications. Thus, in the event any changes or costs are disclosed by the Firm, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Firm;

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Firm has discovered in the Qualifications Documents; and

3.7.7 agrees that the Qualifications Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Firm shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Firm and/or delivered by the Firm during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Firm's declaration as to whether the entirety of the Firm's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total

compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by a Firm representative acceptable to the City's Using Agency.

NOTE: the Firm's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Responses to Requests for Information. The Firm shall respond to requests for information (RFI's) within seven (7) consecutive calendar days after receipt thereof.

3.10. ARCHITECT/ENGINEER CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS. This Agreement pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021). The Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Agreement is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Regulations and assurances that the Firm must comply with are set forth in **Attachment B** to this Agreement, attached hereto and made a part hereof.

3.10.1 REQUIRED CONTRACT PROVISIONS – ESSER FUNDED PROJECTS. If this Agreement pertains to a project funded in whole or in part, under American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 ("ARPA ESSER" or "ESSER"), the Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency, including but not limited to all as provided in 3.10 above and the following:

3.10.1.1 The State Education Agency ("SEA") will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

3.10.1.2. With respect to the certification regarding lobbying in Department Form 80-0013, no 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 the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

3.10.1.3 The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

3.10.1.4 Firm is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

3.10.1.5 Audit. The City reserves the right to audit Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, 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. Firm acknowledges that all State and Federal Agencies reserve the right to audit Firm's books of account in relation to this Contract and any time until the American Rescue Plan Act grant is fully closed out as determined by the U.S. Treasury Department.

3.11. REQUIRED CONTRACT PROVISIONS – OTHER. If this Agreement pertains to a project funded in whole or in part, by a federal or state funding source not otherwise identified in 3.10 above, the funding source shall be so identified in any applicable fully executed Task Order(s) and the Firm is required to comply with all applicable Federal and State statutes, executive orders, regulations, rules and interpretive guidance issued pertaining to such funding source.

4. Responsibilities of the City. Upon the City's receipt of Firm's written request for specific information, the City will provide the Firm with that information the City agrees is

necessary and appropriate to the services to be performed by the Firm hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Firm for the purpose of carrying out the services under this Contract.

5. Contract Time. The Firm shall complete all work and services required under this Contract by **December 31, 2024** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract (“Contract Time”).

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Firm further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Firm and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Firm shall pay to the City the sum of the greater of **SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Firm is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Firm under this Contract. The Firm understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney’s fees.

5.3 No Damage for Delay

In no event shall the Firm be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Firm for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Firm shall be in accordance with the Firm's response to **RFQ No. 6794**, dated December 7, 2020 and all applicable fully executed Task Orders.

6.2. Limitation of Payment. Compensation payable to the Firm is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Firm's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Firm's invoices shall describe the work, services, reports, plans, specifications, drawings, deliverables, etc. rendered and the compensation sought therefore in a form, and with detail and clarity, acceptable to the City.

6.2.1 The Firm and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Firm, in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Firm's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3. Review of Work. The Firm shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Firm shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Firm's demand for payment. The City shall not certify fees for payment to the Firm until the City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.4. Qualifications Costs. All costs of the Firm in preparing its qualifications for **RFQ No. 6794** and for the applicable Task Order(s) shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other contract.

6.5. Payment for Services, Materials, Employees. The Firm shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished to the City under this Contract. The Firm shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Firm shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Firm has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Firm may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Firm shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Firm for that item. Firm and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Firm shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Firm, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Firm's

duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Firm or any employee of the Firm, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

8.4. The Firm expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Firm shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Firm's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Firm shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Firm and as to any award made thereunder.

8.6. In the event this Contract and/or the Firm, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Firm shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, or funding withheld from the City, if the reason for the fine or withholding of funds was due to Firm, or its subcontractor, omission or commission.

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Firm and such insurance has been approved by the City. The Firm shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been

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

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

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Firm:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit
(CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of
Connecticut: Employers' Liability:

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

Firm shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance:

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances. \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

9.5. Failure to Maintain Insurance: In the event the Firm fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Firm's invoices for the cost of said insurance.

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

9.7. Certificates of Insurance: The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, the City's Board of Education, and KBE Building Corporation (if ARPA/ESSER funded) as additional insured and include a waiver of subrogation on all lines except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Firm executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury, the City's Board of Education and KBE Building Corporation (if ARPA/ESSER funded) are listed as additional insured to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability"**. The Firm must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Firm represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Firm of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021); *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the *CONTRACT WORK HOURS AND SAFETY STANDARDS ACT*, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm represents that the qualifications and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Firm and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Firm is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages

paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Firm who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Firm is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Firm shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Firm agrees to comply with all Local, State and Federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractor.

12. NOT USED.

13. Termination.

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

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Firm under this Contract shall, at the option of the City, become the City's property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Firm. If this Contract is terminated by the City as provided herein, the Firm will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Firm covered by this Contract, less payments of compensation previously made.

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

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or

otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Firm.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Firm, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Firm for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract, for cause, the Firm shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the City prior to such termination. The Firm shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Firm for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks), installed and delivered to the City as of the Termination Date and the Firm shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Firm shall be required to exercise

commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Firm may negotiate a mutually acceptable payment to the Firm for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Firm. The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Firm will be compensated by the City for work performed prior to such termination date and the Firm shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, including but not limited to any contracts and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination, (i) the Firm shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Firm for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Firm's reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to architect, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure.

15.1 Except as provided in 15.3 below, the Firm shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by the limited conditions beyond its control provided below:

15.1.1 Acts of God, fire, explosion, cyclone, war, revolution, or acts of public enemies.

15.2. Upon cessation of work for reason of force majeure delays, the Firm shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

15.3 The parties hereto expressly agree that as funding for this work must be completed in accordance with American Rescue Plan Act time constraints, delays that are in any way associated with COVID-19, any variant thereof, or a comparable pandemic or epidemic shall not be considered events which constitute force majeure delays and shall not excuse the Firm from meeting the Contract Time.

16. Subcontracting. The Firm shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Firm's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Firm and shall name the City as an additional insured party and said subcontractor shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Firm from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

16.1. The Firm shall be as fully responsible to the City for the acts and omissions of the Firm's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Firm.

17. Assignability. The Firm shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Firm from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Firm shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. If ESSER funded, see also section 3.10.1.5.

19. Risk of Damage and Loss. The Firm shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any

shipper or delivery service. The Firm shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc., associated with the foregoing repair and replacement obligation. Further, the Firm shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Firm. The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Firm.

22. Independent Contractor Relationship. The relationship between the City and the Firm is that of client and independent contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Firm relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractor and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Firm's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original Contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Firm's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Firm and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to

resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFQ No. 6794** and (ii) the Firm's qualifications responding to the aforementioned **RFQ No. 6794**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in qualifications or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Firm agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Firm shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Firm each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Firm, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Firm: Loureiro Engineering Associates, Inc.
100 Northwest Drive
Plainville, CT 06062

City: City of Waterbury
Using Agency

With a copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinance; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply will, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized

Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Firm hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall, if applicable, fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Firm set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Firm records and files related to the performance of this Contract and those records and files

are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES: CITY OF WATERBURY

Sign here: _____ By: _____
Print here: _____ Neil M. O’Leary, Mayor

Sign here: _____
Print here: _____ Date: _____

WITNESSES: LOUREIRO ENGINEERING ASSOCIATES, INC.,

Sign here: _____ By: sign here: _____
Print here: _____ Print here: _____

Its _____

Sign here: _____
Print here: _____ Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's **RFQ No. 6794 (“ENGINEERING ON CALL SERVICES 2021 THROUGH 2023”)** (incorporated by reference);
- 1.1.2** **Addenda #1** to the City's **RFQ No. 6794**, dated December 1, 2020 (incorporated by reference);
- 1.1.3** The Firm's Qualifications submitted in response to the City's **RFQ No. 6794**, dated December 7, 2020 and consisting of 113 pages (incorporated by reference), including the Firm's 6 page Cost Information Schedule (attached hereto);
- 1.1.4** Firm's Certificate(s) of Insurance (incorporated by reference);
- 1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.6** All permits and licenses (incorporated by reference); and
- 1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

ATTACHMENT E – COST INFORMATION SCHEDULE

Submitted By: Loureiro Engineering Associates, Inc.
(Print Firm Name)

NOTE: the Cost Information shall be sealed in a separate envelope and be marked “Confidential: Cost Information Schedule.”

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum <u>4</u> years of experience.	\$ <u>165</u>	\$ <u>165</u>
Professional Engineer (Senior) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum <u>10</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Engineer (Project) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc.. Specify minimum <u>5</u> years of experience.	\$ <u>125</u>	\$ <u>125</u>
Engineer (Senior) (Specialties include: civil, electrical, water, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum _____ years of experience.	\$ <u>115</u>	\$ <u>115</u>

ATTACHMENT E – COST INFORMATION SCHEDULE**REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023**

Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum <u>10</u> years of experience.	\$ <u>140</u>	\$ <u>140</u>
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum <u>3</u> years of experience.	\$ <u>97.50</u>	\$ <u>97.50</u>
Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum <u>3</u> years of experience.	\$ <u>75</u>	\$ <u>75</u>
Licensed Surveyor	Licensed for this professional title by the Department of Consumer Protection. Specify minimum <u>4</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the board for this professional title. Specify minimum <u>5</u> years of experience.	\$ <u>140</u>	\$ <u>140</u>
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum <u> </u> years of experience.	\$ <u>N/A</u>	\$ <u>N/A</u>
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the Department of Consumer Protection. Specify minimum <u> </u> years of experience.	\$ <u>N/A</u>	\$ <u>N/A</u>
Landscape Architect	Holds a bachelor's degree or higher. Licensed by the Department of Consumer Protection. Specify minimum <u>8</u> years of experience.	\$ <u>140</u>	\$ <u>140</u>
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum <u> </u> years of experience.	\$ <u>N/A</u>	\$ <u>N/A</u>
Construction Inspector (Staff)	ACI and NICET certified Specify minimum <u>4</u> years of experience.	\$ <u>105</u>	\$ <u>105</u>
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum <u>20</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum <u>1</u> years of experience.	\$ <u>60</u>	\$ <u>60</u>
2 Man Survey Crew	Survey Crew to consist of a party Chief with a minimum of <u>4</u> Years experience and a Rod Man with a minimum of 6 months experience.	\$ <u>175</u>	\$ <u>175</u>

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

Water Pollution Control Facility Design / Engineering	Specify minimum <u>10</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Sanitary Sewer Collection System Design / Engineering	Specify minimum <u>10</u> years of experience.	\$ <u>165</u>	\$ <u>165</u>
Sanitary Sewer Pump Station Design / Engineering	Specify minimum <u>10</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Construction Administration Services for Water Pollution Control Facility Improvements	Specify minimum <u>8</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Construction Administration Services for Sanitary Sewer Collection System Improvements	Specify minimum <u>8</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Construction Administration Services for Sanitary Sewer Pump Station Improvements	Specify minimum <u>8</u> years of experience.	\$ <u>185</u>	\$ <u>185</u>
Resident Engineer Inspection Services for Water Pollution Control Facility Improvements	Specify minimum <u>8</u> years of experience.	\$ <u>105</u>	\$ <u>105</u>
Resident Engineer Inspection Services for Sanitary Sewer Collection System Improvements	Specify minimum <u>8</u> years of experience.	\$ <u>105</u>	\$ <u>105</u>
Resident Engineer Inspection Services for Sanitary Sewer Pump Station Improvements	Specify minimum <u>8</u> years of experience.	\$ <u>105</u>	\$ <u>105</u>

ATTACHMENT E – COST INFORMATION SCHEDULE**REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023**

- II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.**

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____
_____	Specify minimum ____ years of experience.	\$ _____	\$ _____

- III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.**

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	\$ 0.75
2	Color Printing and photocopies (Up to 11"x17")	Each.	\$ 2.00

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	\$ <u>0.75</u>
4	Large Format Color Plotting (sheet sizes>11"x17")	S.F.	\$ <u>1.75</u>
5	Large Format Mylar Plotting	S.F.	\$ <u>9.00</u>
6	Electronic Scanning	S.F.	\$ <u>1.75</u>
7	In-house Printing and photocopies up to 11 X 17"	Each	\$ <u>1.00</u>
8	Blackline prints	Cost	Cost + <u>15</u> %
9	Plotting & printing charges (outside vendors)	Cost	Cost + <u>15</u> %
10	Regular Mail, Express or certified postage charges	Per item	Cost + <u>15</u> %
11	Other project-related reimbursable expenses	Cost	Cost + <u>15</u> %
12	Reproduction Costs	Per page	Cost + <u>15</u> %
13	Borings and test pits for subsurface investigation	At cost	Cost + <u>15</u> %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + <u>15</u> %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Gloss Bond Meeting Exhibits	S.F.	3.00
16	Matte Bond Meeting Exhibits	S.F.	2.00

ATTACHMENT E – COST INFORMATION SCHEDULE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING ON CALL SERVICES 2021 - 2023

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively.
2. NOTE: Rates/prices provided above shall be good for three (3) years. No rate escalation is permitted. After the initial three (3) year period, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City.
3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product.
4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.
5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.
6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.
7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.
8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications.

END OF SECTION

ATTACHMENT B

ARCHITECT/ENGINEER CONTRACTS - REQUIRED CONTRACT PROVISIONS –

AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, dated August 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is

binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

To: Board of Alderman and Board of Education
From: Juan Mendoza, Human Capital and Talent Management Office, Waterbury Public Schools
Date: December 10, 2021
Re: **Board of Aldermen Approval / Executive Summary- Addendum** for ESS

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital and Talent Management Office respectfully requests your approval of the above-referenced addendum to the contract in the amount of to provide. **This addendum to the contract is subject to Board of Education approval which is anticipated on 1/6/22.**

The Human Capital/Education Department respectfully requests your approval to amend the above-referenced Agreement with ESS Northeast, LLC. ESS began a partnership with Waterbury Public Schools during November of 2020 to provide our district with substitute staff to cover staff absences, long term leaves, and certified staff vacancies in our schools.

We are requesting this amendment due to the current covid 19 pandemic which has significantly impacted the status of the current job market, the Human Capital office and ESS have found it challenging to hire staff and substitute teachers. We are requesting to add an addendum to our current contract with ESS in order to temporarily increase the pay rate until August 2021 with an option to revisit in August and extend throughout the life of the contract for substitute staffing during the covid-19 pandemic. The addendum is in line with the scope of services of the initial contract and at no additional cost beyond total contract compensation, and in our opinion the added services are within, and consistent with the previously signed procurement agreement with ESS, Northeast, LLC.

The current pay rate

Position	Pay Rate	%mark up	Bill Rate
Daily Substitute	\$91.00	29.4%	\$117.75
Building-Based Substitute	\$101.00	29.4%	\$130.69

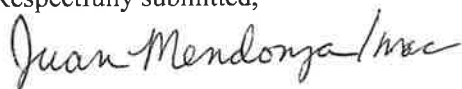
We would like to temporarily increase to the following.

Positions	Pay Rate	%mark up	Bill Rate
Daily Substitute	\$110.00	29.4%	\$142.69
Building-Based Substitute	\$125.00	29.4%	\$161.75

Please note further that an electronic version and one complete set ("record copy") of documents, including contract proposals, has been placed on file with the City's Clerk's Office.

Accordingly, attached for your review and consideration is the proposed Agreement. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully submitted,



Juan Mendoza (Assistant Superintendent)
Human Capital and Talent Management Office
236 Grand St., Room 309, (203) 574-8109

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

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

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: ESS

Department: Human Capital

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

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

BY: _____

Date _____

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AMENDMENT #3
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 6700)
for
Substitute Teachers and Paraprofessional Staffing
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
ESS Northeast, LLC

THIS AMENDMENT #3 ("Amendment 3"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and ESS NORTHEAST LLC, (hereinafter "ESS" or "Contractor"), with its principal place of business located at 800 Kings Highway North, Suite 405, Cherry Hill, New Jersey 08034, a State of Delaware registered limited liability company, duly registered in the State of Connecticut as a foreign limited liability company (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Contractor submitted a proposal responding to the City's Request for Proposals (No. 6700) by the City of Waterbury, Department of Education, for Substitute Teachers and Paraprofessional Staffing; and

WHEREAS, the City accepted ESS's proposal to provide and perform services regarding RFP No. 6700 and the Parties entered into an Agreement effective on November 10, 2020 (the "Agreement" or "Contract"); and

WHEREAS, the Parties executed Amendment #1 to the Agreement on June 29, 2021, to provide for additional Summer School Teacher substitute services and corresponding compensation; and

WHEREAS, the Parties executed Amendment #2 to the Agreement on September 2, 2021, to amend the compensation rate in accordance with Public Act 19-4; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to increase the compensation, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed to amend the Agreement, as amended, as follows:

1. Section 6 of the Agreement ("Compensation"), Subsection 6.1 ("Fee Schedule"), Subsections 6.1.1.2, 6.1.1.3, and 6.1.1.4 shall be amended to read as follows:

6.1.1.2. Effective upon execution of this Amendment# 3 by the Mayor and through June 30, 2022, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher	\$110	29.40%	\$142.34
Daily Certified Substitute Teacher	\$125	29.40%	\$161.75
Long Term Substitute Teacher (41+ days)	\$135	29.40%	\$174.69
Substitute Paraprofessional	\$110 \$91	29.40%	\$117.75
Building Based Substitute Teacher	\$125	29.40%	\$161.75
Computer Educator Substitute Teacher	\$125	29.40%	\$161.75
Substitute In-School Suspension Substitute	\$125	29.40%	\$161.75
Summer School Teacher K-12 (per diem)	\$125	29.40%	\$161.75

6.1.1.3 Effective July 1, 2022, for the period of July 1, 2022 through May 31, 2023, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher	\$110	29.40%	\$142.34
Daily Certified Substitute Teacher	\$125	29.40%	\$161.75
Long Term Substitute Teacher (41+ days)	\$135	29.40%	\$174.69
Substitute Paraprofessional	\$98	29.40%	\$126.81
Building Based Substitute Teacher	\$125	29.40%	\$161.75
Computer Educator Substitute Teacher	\$125	29.40%	\$161.75
Substitute In-School Suspension Substitute	\$125	29.40%	\$161.75
Summer School Teacher K-12 (per diem)	\$125	29.40%	\$161.75

6.1.1.4 Effective June 1, 2023, for the period of June 1, 2023 through the termination date of the Agreement, the rates shall be as follows:

Position	Pay Rate	% Mark Up	Contractor Daily Rate (Bill Rate)
Daily Non-Certified Substitute Teacher	\$110	29.40%	\$142.34
Daily Certified Substitute Teacher	\$125	29.40%	\$161.75
Long Term Substitute Teacher (41+ days)	\$135	29.40%	\$174.69
Substitute Paraprofessional	\$105	29.40%	\$135.87
Building Based Substitute Teacher	\$125	29.40%	\$161.75
Computer Educator Substitute Teacher	\$125	29.40%	\$161.75
Substitute In-School Suspension Substitute	\$125	29.40%	\$161.75
Summer School Teacher K-12 (per diem)	\$125	29.40%	\$161.75

2. All other terms, conditions, and provisions not addressed herein of the November 20, 2020 Agreement, as amended, shall remain in full force and effect and binding on the Parties hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #3 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Date: _____

Sign & Print name

WITNESSES:

ESS NORTHEAST, LLC

Sign & Print name

By:

Signature

Executive Vice President
Title

Date: 12/13/2021

Sign & Print name