

# Board of Education

## REGULAR MEETING

Thursday, May 20, 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/4c3CU\\_iRHgA](https://youtu.be/4c3CU_iRHgA) or listened to via teleconference by calling 1-701-802-5303 with access code 7755337.*

*For information regarding agenda items please visit [www.waterbury.k12.ct.us/board](http://www.waterbury.k12.ct.us/board) and refer to the May 20, 2021 Meeting Agenda AND May 6, 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 1-701-802-5303 with access code 7755337 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 April 7, 2021 from Civil Service offering employment as Food Service Worker to Agenlys Negron.
- b) Copy of communications dated April 9, 2021 from Civil Service certifying Kenrick Johnson for the position of Maintainer I and Noelia Giusti for the position of School Secretary.
- c) Copy of communication dated April 12, 2021 from Civil Service certifying Krista DiGiovancarlo for the position of School Secretary.
- d) Copy of communications dated April 15, 2021 from Civil Service certifying Daniel Barry for the position of School Safety and Security Director and Nicholas Priebe for the position of Maintainer I.
- e) Email communication from CABE dated April 16, 2021 regarding Policy Highlights.
- f) Copy of communication dated April 20, 2021 from Civil Service certifying Leeroy De La Cruz-Castellano for the position of Maintainer I.
- g) Copy of communication dated April 21, 2021 from Civil Service certifying Stephanie Dunn for Administrative Associate III.
- h) Copy of communications dated April 22, 2021 from Civil Service certifying Nicole Williams and David Lavigne for the position of Maintainer I.
- i) Copy of communication dated April 23, 2021 from Civil Service certifying Michael Derasmo for the position of Maintainer I.
- j) Copy of communication dated April 26, 2021 from Civil Service to Jose Custodia and John Belfiore regarding temporary and at will employment as Temporary Maintainer I.
- k) Email communication dated April 30, 2021 from CABE regarding Policy Highlights.
- l) Copy of communications dated April 30, 2021 from Civil Service certifying Marquis Watson and Javier Rivera for the position of Maintainer I.
- m) Copy of communication dated May 11, 2021 from Civil Service to Joel Cruz regarding temporary and at will employment for the position of Temporary Maintainer I.
- n) Copy of communications dated May 11, 2021 from Civil Service certifying Lakisha Beary, Gina Boisvert, Jennifer, Downey, Senay Onur, Beatrice Vaitkus, and Dianna Whitlock for the position of Food Service Helper

**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 of the Whole:* Request approval of increase in credit requirements for the Waterbury Adult Education high school graduation/diploma.

9.2 *Committee on Finance:* Request approval of the revised Connecticut State Department of Education ED-099 Agreement for Child Nutrition Programs Authorized Signatures Change Form.

9.3 *Committee on Finance:* Request approval to apply for the CSDE Career & Technical Education Supplemental Enhancement Grant 2021.

9.4 *Committee on Finance:* Request approval to apply for the Connecticut Department of Emergency & Public Protection, Division of Emergency Management & Homeland Security, Security Infrastructure Competitive Grant Program-Round 5.

9.5 *Committee on Finance:* Request approval of Amendment One to the Professional Services Agreement with EBS Healthcare, Inc. for Registered Behavioral Technician Services.

9.6 *Committee on Finance:* Request approval of CSDE Supplemental Grant Application for Adult Education, Cooperating Eligible Entity/Literacy Volunteers of Greater Waterbury.

9.7 *Committee on Finance:* Request approval of a Service Agreement with Durham School Services for Student Bus Transportation Services.

9.8 *Committee on Finance:* Request approval of a Service Agreement with All-Star Transportation, LLC for Special Education Bus Transportation Services.

9.9 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

9.10 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

## **10. Items removed from Consent Calendar**

### **11. Committee on Finance – Commissioner Orso**

- 11.1 Request approval of a Contract with Hertz Furniture Systems, LLC for locker replacement at Driggs and Sprague Schools.
- 11.2 Request approval of a Contract with National Equipment and Facility Solutions, Inc. for telescopic bleacher replacement at Crosby and Kennedy High Schools.
- 11.3 Request approval of a Contract with M. J. Fahy & Sons Incorporated for rooftop HVAC unit replacements at various schools.
- 11.4 Request approval of a Contract with Richards Corporation for concrete stairs replacement at Wilson School.
- 11.5 Request approval of the State of Connecticut Purchase of Service Contract amendment for the Support for Pregnant and Parenting Teens, Women, Fathers, and Their Families (SPPT) Program.
- 11.6 Transfer in the 2020/2021 Fiscal Year Budget.

### **12. Committee on Grievances – Commissioner Hernandez**

- 12.1 WTA Grievance 20-21-18.

### **13. Superintendent's Notification to the Board**

- 13.1 Athletic appointments:  
Galante, Joseph – KHS Freshman Baseball coach, effective 05/07/21.
- 13.2 Appointments:  
Buonocore, Taylor – Substitute Teacher, Maloney After School Program.  
Purnawasi, Muniram – Commissioner's Network After School Math Teacher.  
Desjardins, Melissa – We Are Wallace Mentor Position.  
Moriarty, Shea – Summer Enrichment Coordinator, funded by ESSER 2.  
Selenica, Sonja – Summer Enrichment Coordinator, funded by ESSER 2
- 13.3 Grant funded appointments:

Name	Position/Location	FT/PT	Rate of Pay	Union	Effective
Michael Marshall Sr.	Hall Monitor/WAMS	PT	\$90/day	Non	05/06/2021
William McLean	Custodian/Security Aide Adult Education	PT	\$12.00/hr	Non	04/29/2021
Erika Michie	Secretary I Adult Education	PT	\$14.00/hr	Non	05/06/2021
Kathy Curtis	Promotion to Office Manager/Educational Grants Office	FT	\$23.00/hr	UPSEU-69	05/13/2021
Phyllis Grassi	Accountant 2 Business Office	FT	\$23.25/hr	UPSEU-69	05/27/2021

Diana Kamo	Transfer from Paraprofessional to Classroom Assistant/Sprague	FT	\$17.75/hr	UPSEU-68	06/17/2021
Jeffrey Lapham	Grants Coordinator 21 <sup>st</sup> Century & SDE Grants/ Education Office	FT	\$31.21/hr	Non	05/27/2021

#### 13.4 Summer Curriculum Committee appointments:

##### FINE ARTS:

Wojcik, Jennifer – Music

Vagnini, Marianna – Music

Hodge, Jill – Art

Dunn-Brown, Fallon-Gay – Theatre

Smyth, Susan –Theatre

Nazario, Jonathan – Music

Zareck, Corrin – Art

Porcaro, Stefanie - Art

Illian, Dea – Dance

Wirth, Cheryl - Dance

##### CAREER& TECHNOLOGY EDUCATION:

Bunko, Katie – CTE

Desantis, Paula – CTE

Lucian, David – CTE

Mucciacciaro, Kathryn – CTE

Caron Lichaj, Nicole – CTE

Hind, Sandra – CTE

Moulthrop, Barbara – CTE

Swanson, Lisa – CTE

##### SECONDARY MATH:

Byron, Danielle

Grove, Melinda

LeVasseur, Armand

Munoz, Kelly

Poulter, Kara

DeVeau, Nicole

Holden, Kimberly

Morin, Keith

Pelosi, Emily

Sullivan, Carly

##### SOCIAL STUDIES:

Fitzpatrick, Karlyn

Dudley, Alexandra

Joyce, Angela

##### LIBRARY MEDIA:

Albert, Kristen

Hinton, Marci

Brown, Charlene

Neff, Michelle

##### SECONDARY ENGLISH:

###### *Middle School:*

Zupperoli, Robert

Rosa, Jennifer

Mancini-Bellemare, Doris

Pratt, Lena

Kulesza, Kimberly

Carpenter, Ryan

###### *High School:*

Esther Hartzell

Kristin Winstanley

Stephanie LaBonte

Rachel Fox

Heather DeVeau

Kelly Donohue

Lauren Franks-Blanchard

Kara Riley

###### *Middle School Leads:*

Lucille Rivera

Mallory Brito

###### *High School Leads:*

Patricia Williams

Evette Zappone

###### *Curriculum Web Master:*

Michael Pannoni

**SCIENCE:**

Borges, Laura  
 Clark, Meredith  
 Davitt, Robin  
 Kumar, Usha  
 Lee, Yolanda  
 Lounsbury, Alan  
 Ortiz, Alyson  
 Quattro, Marissa  
 Stowe, Eileen  
 Vostinak, Julie

Carpenter, Sarah  
 Culver, Edwin  
 Kilpatrick, Sean  
 Lapointe, Mike  
 Lestage, Jackie  
 Munoz, Angela  
 Pedalino, Rachel  
 Stokes, Blair  
 Thomas, Laura

**HEALTH & PHYSICAL EDUCATION:**

Acevedo, Paul  
 Katrenya, Wesley  
 Opalenik, Michelle  
 Tansley, Stephen

Froese, Justin  
 Martinez, Jason  
 Salemme, Cassandra  
 Thibodeau, Hannah

**SCHOOL COUNSELOR:**

Cancro, Dana  
 Fortier, Joseph  
 Moutinho, Ashley  
 Sejdaras, Benjola

Desjardins, Melissa  
 Kabusk, Alyssa  
 Poulter, Craig

**13.5 Academic Achievements effective March 1, 2021:**

<b>Last Name</b>	<b>First Name</b>	<b>Degree/Step From</b>	<b>Degree/Step To</b>	<b>University</b>
Acevedo	Paul	MA+15/16	6th/16	Un. Bridgeport
Arcamone	Daniele	MA/6	MA+15/6	Un. Hartford
Avzhiu	Bjanka	MA+15/6	6th/6	Un. Bridgeport
Bleau	Lisa	BA/3	MA/3	Central CT State Un.
Buonocore	Nicole	M15/12	6th/12	Augustana Un.
Burns	Cynthia	MA/7	6th/7	Western Governors Un.
Caligiuri	Kristen	6th/11	6th+15/11	Augustana Un.
Capaldo	Christine	6th/12	6th+15/12	Augustana Un.
Cassone	Kelly	6th/7	6th+15/7	Un. St. Joseph
Chiucarello	Lindsay	6th/4	6th+15/4	Un. Central Missouri
Conte	Joseph	M15/7	6th/7	Greenville U/So. New Hamp. U/Concordia U
Cremens	Lauren	M15/11	6th/11	Un. St. Joseph
Driscoll	Timothy	M15/12	6th/12	So. New Hampshire Un./Walden Un.
Dudley	Alexandrea	BA/7	MA/7	St. Joseph College
Dunn Brown	Fallon Gay	BA/4	MA/4	Liberty Un.
Fortier	Joseph	M15/7	6th/7	Central CT State Un.
Fusco	Sara	M15/4	6th/4	Greenville U/Dominican U
Giannelli	Alexandra	6th/2	6th+15/2	Un. St. Joseph
Hinton	Marci	M15/20	6th/20	Un. New England
Kalnis	Siobhan	M15/10	6th/10	Greenville U/Dominican U
Kulesza	Kimberly	6th/8	6th+15/8	Un. New England

Mancini-Bellemare	Doris	M15/14	6th/14	So. New Hampshire Un.
Mendello	Joseph	MA/6	M15/6	Un. Bridgeport
Milkovic	Katherine	M15/11	6th/11	Augustana Un.
Moquete	Geraldine	6th/13	6th+15/13	Teachers Columbia U/ Hunter Col./Walden Un.
Moreno-Lopez	Ruben	M15/7	6th/7	Un. Bridgeport
Munro	Cara	6th/11	6th+15/11	Southern CT State Un.
Radzimirski	Abigail	M15/4	6th/4	Augustana Un.
Yamashita-Iverson	Kazumi	6th/16	6th+15/16	Un. Bridgeport
Perlini	Jocelyn	BA/3	MA/3	Western Governors Un.
Rynar	Lynn	6th/11	6th+15/11	Medaile/So. New Hampshire U
Stango	Kerry	BA/4	MA/4	Un. St. Joseph

### 13.6 Teacher new hires:

<b>Name</b>		<b>Position</b>		<b>Effective</b>
Campbell	Lloyd	Chase	Counselor	4/29/2021
Rutherford-Blowes	Deanna	District Wide	SLP	5/7/2021
Murphy	Amber	Bucks Hill	Counselor	5/6/2021
Provost (Rodriguez)	Meghan	Kennedy	Special Ed	3/25/2021
Lee	Jessica	Wallace	ELA	4/26/2021
Tyriq	Viola	Generali	Gr 2	4/29/2021

### 13.7 Teacher clean opening transfers effective 2021/2022 school year:

<b>NAME</b>		<b>FROM: Previous School (temporary assignment)</b>	<b>TO: New School (permanent assignment)</b>
Accomando	Taylor	Maloney Pre-K Spec. Ed	Maloney Pre-K Spec. Ed
Bickley	Robert	Wilby Science Biology & Environmental Science	Wilby Science Biology & Environmental Science
Burns	Dorothy	Duggan Gr K Co-Taught	Duggan Gr K Co-Taught
Camacho	Reuel	NEMS Music - Chorus	NEMS Music - Chorus
Cassidy	Lauren	NEMS Special Ed MS - ABA	NEMS Spec. Ed MS - ABA
Cummings	Thomas	Wallace SEL Counselor	Wallace SEL Counselor
Garcia-Pillot	Zulma M.	WSMS Bilingual Science Gr 6-8	WSMS Bilingual Science Gr 6-8
Giannelli	Alexandra	Maloney Special Ed Elem.	Maloney Special Ed Elem.
Jacobs	Tahida	Kennedy Guid. Counselor	Kennedy Guid. Counselor
Jones	Michael	Crosby ELS HS	Crosby ELA HS
Kozma	Tarra	WAMS Guid. Counselor.	WAMS Guid. Counselor
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
LeVasseur	Daniel	Wilson Math/Science Gr 5	Wilson Math/Science Gr 5
Munoz	Trevor	Wallace Social Studies	Wallace Social Studies
Muro	Candida	Rotella Gr 4	Rotella Gr 4
Muro	Nancy	Wilby FCS - Life Skills & Child Development	Wilby FCS - Life Skills & Child Development
Notchick	Maria	NEMS ELA Gr 6	NEMS ELA Gr 6
Perusse	Joseph	Wilby Tech Ed - Architectural CAD I	Wilby Tech Ed - Architectural CAD I
Pete	Latasha	Wallace Math Lab	Wallace Math Lab

Poveda	Carlos	Academic Academy Spanish MS	Academic Academy Spanish MS
Provost Rodriguez	Meghan	Kennedy Special Ed -CBT	Kennedy Special Ed -CBT
Rosado	Debra	Wallace SEL Counselor	Wallace SEL Counselor
Rose	Valerie	Generali Gr K	Generali Gr K
Rutherford-Blowes	Deanna	Districtwide SLP	Districtwide SLP
Sterner	Matthew	WSMS Special Ed	WSMS Special Ed
Tragni	Peter	NEMS SEL Counselor	NEMS SEL Counselor
Weinstein	Irene	Tinker Library Media	Tinker Library Media
Wojtunik	Katilynn	Regan Gr 1	Regan Gr 1
Zamora	Angel	Districtwide SLP	Districtwide SLP

**13.8 Teacher clean opening transfers effective 2021/2022 school year:**

<b>NAME</b>		<b>FROM:</b>	<b>TO:</b>
Cremins	Alison	WSMS ELA Gr 7	Kennedy Literacy Title I
Danay (McDonell)	Cassi	Crosby ELA HS	CHS Early College High ELA
Diaz	Elaine	WCA Human Services	Bucks Hill Annex Pre-K Reg. Ed
Durante	Janelle	Washington Gr 5	Walsh Gr 5
Griffin-Crosby	Denise	Reed ELA Gr 6	Carrington ELA Gr 6
Lee-Gorishti	Yolanda	CHS Physical Science HS	WCA Physical Science HS
Lund	Melissa	NEMS Computer Education Gr 6-8	WAMS Business
Matarazzo	Kristen	Generali Gr 3	Generali Gr K
Rivera Arroyo	Kalryn	Generali Gr 1	Generali Gr 2
Theriault	Patricia	WAMS Science MS	Enlightenment ELA MS
Thompson	Barbara	Bunker Hill Special Ed Elem	Reed Special Ed - Essential Skills
Valenti	Michele	Wallace Math Gr 6	Wallace Computer Education/Business
Viegas	Stacy	Wilson Art	Kingsbury Art
Wiener	Matthew	Enlightenment ELA HS	Kennedy ELA Hs

**13.9 Retirements:**

Barbiero, Lois – Wilby ELA, effective 06/30/21.

Chapman, Maria – Bucks Hill Literacy Facilitator, effective 04/30/21.

Cyr, Gilman Jr. – KHS Biology, effective 06/16/21.

Muro, Nancy – WHS FCS, effective 06/16/21.

Murray, Paul – Maloney Math, effective 06/30/21.

**13.10 Resignations:**

Cassella, Andrea – Hopeville Grade 2, effective 06/16/21

Douglas, Lydia – Enlightenment Art, effective 06/16/21.

Provoost, Jacqueline – Washington ESL, effective 06/16/21.

**14. *Adjournment***

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #9.1

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve the Waterbury Adult Education Graduation Requirements as outlined in the attached and as listed:

Beginning with School Year 2021/2022 – the Waterbury Adult Education High School Credit Diploma requirements shall increase from 21 credits to 22 credits.

Beginning with School Year 2022/2023 and beyond – the Waterbury Adult Education High School Credit Diploma requirements shall increase from 22 credits to 25 credits.

Approved

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Karen E. Harvey

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.2

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education authorize Dr. Verna D. Ruffin, Superintendent of Schools, to sign the ED-099 Agreement for Child Nutrition Programs and to sign claims for reimbursement for the same, as attached. Further, in the absence or incapacity of the first designated individual, Doreen Biolo, Chief Financial Officer, is authorized to sign claims for reimbursement.

Approved

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.3

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department Carl D. Perkins Career and Technical Education Secondary Supplemental Enhancement Grant 2021.

Approved

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.4

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the CT Department of Emergency Services & Public Protection Division of Emergency Management & Homeland Security School Security Competitive Grant Program, Round 5 (2021).

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.5

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment One to the Professional Services Agreement with EBS Healthcare, Inc. for Registered Behavioral Technician Services.

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.6

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education ratify the submission of the Connecticut State Department of Education, Bureau of Health/Nutrition, Family Services and Adult Education, Supplemental Grant Application for Adult Education, Cooperating Entity/Literacy Volunteers of Greater Waterbury.

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.7

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Service Agreement with Durham School Services, Limited Partnerships, for a five-year period, to provide student bus transportation services/regular education bus transportation services.

Approved:

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Rocco F. Orso

**SERVICE AGREEMENT**  
**RFP No. 6842**  
**for**  
**Student Bus Transportation Services**  
**Regular Education Bus Transportation Services**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Durham School Services, Limited Partnership**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Durham School Services, Limited Partnership, located at 2601 Navistar Drive, Lisle, Illinois, 60532, a State of Delaware duly registered limited partnership ("Durham").

**WHEREAS**, Durham submitted a proposal to the City responding to Request for Proposal No. 6842 for Student Bus Transportation Services; and

**WHEREAS**, the City accepted Durham's proposal for RFP No. 6842; and

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** Durham shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals necessary to complete the Services as specified in this Agreement (also referred to herein as "Agreement") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Durham 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. This Agreement contemplates a minimum of 181 operating days per school year. During adverse weather conditions the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed on the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days.

**1.1 Services to be Provided.** The Services shall consist of Student Bus Transportation Services, Regular Education Bus Transportation Services as provided below and as shown on "**Attachment A**" attached hereto and hereby made material provisions of this Contract. The Services shall include the following:

**1.1.1.** Durham shall provide regular daily transportation AM/PM buses as required, supplying at least 125 school buses;

- 1.1.2.** Durham shall provide additional or delete buses, as required by the City, from the 125 school buses during the term or for summer school as required by the City;
- 1.1.3.** Durham shall provide school buses for early dismissal/split dismissal as required by the City;
- 1.1.4.** Durham shall provide school buses for Athletics, co-curricular, extra-curricular activities, Allied Health Program, Technical Ed Program, Field Trips or other Student Activities (in and out of town) as required by the City;
- 1.1.5.** Durham shall provide school buses for all after school programs not covered in 1.1.4 above as required by the City;
- 1.1.6.** Durham shall provide daily round trip transportation of students from their homes to Southington High School, V.O.A.G. program, Southington, Ct. and return to their home, as required by the City;
- 1.1.7.** Bus Aids (Optional) as may be required by the City.
- 1.1.8.** All buses and vehicles

**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 Durham. 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:

Attachment A shall consist of the following:

- 1.2.1** City of Waterbury’s Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, consisting of 65 pages, excluding Sample City Contract, (attached hereto);
- 1.2.2** City of Waterbury’s Student Bus Transportation Services, Regular Education Bus Transportation Services Addendum #1 to RFP No. 6842 consisting of 4 pages (attached hereto);
- 1.2.3** Durham’s Revised “Pricing Proposal Form” for RFP #6842 dated March 26, 2021 consisting of 1 pages (attached hereto);
- 1.2.4** Durham’s response to City of Waterbury’s Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, dated February 22, 2021, excluding Durham’s Clarifications to RFP and Clarifications to Professional Service Agreement (incorporated by reference);
- 1.2.5** Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of Contract (incorporated by reference);

- 1.2.6 Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated by reference);
- 1.2.7 Performance and Payment Bonds (incorporated by reference);
- 1.2.8 Certificate(s) of Insurance (incorporated by reference);
- 1.2.9 All applicable Federal, State and local statutes, regulations, charter and ordinances;
- 1.2.10 All permits and licenses.

**2. Durham Representations Regarding Qualification and Accreditation.** Durham makes the following representations:

**2.1 Representations Regarding Personnel.** Durham represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Durham 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.** Durham hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Durham and/or its employees be licensed, certified, registered, or otherwise qualified, Durham and all employees providing services under this agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, Durham shall provide to the City a copy of Durham's licenses, certifications, registrations, etc.

**3. Responsibilities of Durham.**

**3.1 Confidentiality/non/Disclosure**

All data, information, etc. given by the City to Durham and/or created by Durham created or produced in conjunction with the performance of the Services shall be treated by the Durham 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 the Services under this agreement. Durham agrees to hold in confidence all files, records, documents and other information which may come into its possession during the Term of this Agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, in the event that Durham is requested or required by applicable law, regulation or legal process, including but not limited to the body of law established by the Freedom of Information Act, to disclose any City data or information. Durham shall make such disclosure, but only after it provides written notice to the City of the existence, terms and circumstances surrounding such request or obligation so that the City may take steps to seek an appropriate protective order or otherwise

resist or narrow such requests or requirement. Further, Durham shall have the right to disclose City data or information to its attorneys or accountants on a need-to-know basis.

### **3.2 Performance Criteria**

The parties agree that the provision of school transportation services is a high visibility, highly sensitive program which seriously impacts public perception of Waterbury Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which Waterbury Schools may suffer as a result of poor service. Damages may be assessed should any of the scope of services be violated in the manner or nature as listed. In the event the specific violation is not delineated, damages shall not exceed \$100 per occurrence. Therefore the parties agree that failure by Durham to provide services as outlined herein, during the term of this contract will result in the City, assessing against Durham as performance damages and not by way of penalty, the following schedule of assessment:

**3.2.1 Vehicles and Drivers:** If Durham does not provide the required number of vehicles for any part of this contract, a \$500.00 deduction per vehicle or driver, per day shall be deducted from the invoice payment to Durham for services.

**3.2.2 Service Interruption:** A route which is completed more than 15 minutes before or behind schedule shall be considered a failure to operate satisfactorily and a deduction of \$100.00 shall be made for each incident, each day.

**3.2.3 Inclement Weather:** No deduction shall be made in the event of delays due to inclement weather beyond Durham's control.

In the event that service is interrupted on any regular school route for any reason, Durham must use a comparable vehicle (spare) in order to complete the contracted service. Any vehicle used to cover interrupted service must be able to reach the point of breakdown within 20 minutes (City) or 30 minutes (out of City limits) of notification by driver. Durham must notify the school involved and the City's Transportation liaison immediately. Failure to comply with this paragraph will result in an invoice deduction of \$100.00 per incident

**3.2.4 Failure to Follow Route:** If Durham fails to follow the vehicle route as designated by the City this will result in an invoice deduction of \$100.00 per incident.

**3.2.5** Any incident in which a student is left on a bus unattended after the route is completed will result in a deduction of \$1500.00 per incident.

**3.2.6 Accident Reports:** If Durham fails to provide accident reports as required it will be considered failure to perform satisfactorily and a deduction of

\$500.00 per incident/per day shall be taken from the invoice payment to Durham.

**3.2.7** Pick-Up and Drop-off Point: If Durham fails to provide transportation to the designated pick-up or drop-off point as required it will be considered failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.

**3.2.8** Performance Bond: Failure to provide a performance bond pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to Durham.

**3.2.9** Insurance: Failure to provide an insurance certificate pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to Durham.

**3.2.10** Monitors: Durham's failure to allow the monitor to ride the vehicle or provide transportation to the designated drop-off point as required will be considered failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.

**3.2.11** Late Reports: Failure to provide any of the reports or the certificate of insurance required under this contract shall result in a deduction of \$500.00 for every calendar day late from the due date.

**3.2.12** Application of Performance Damages: Durham may have performance damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$100.00 will be taken; if the driver also changes the order of the route or forgets to pick up a designated stop on the same route an additional \$100.00 will be taken.

**3.2.13** All buses and vehicles used for the Services shall be 2016 buses and vehicles, or newer.

**3.2.14** Pick-up and Drop offs Timeline: If at any time a student is dropped off at school more than thirty (30) minutes prior to the school starting time or more than fifteen (15) minutes after the close of school, this shall be deemed a default and a deduction of twenty five dollars (\$25) will be deducted per school bus incident.

**3.3** In the first thirty (30) days of the school year, no performance damages shall be assessed if the performance failure arose out of the route in of the new school year.

**3.4** Within Five (5) business days of the performance failure and occurrence of an event giving rise to a performance or liquidated damage claim, the District shall notify, in writing, Durham's General Manager (of the Contractor location that performs the services), and in a form of notice acceptable to Durham's General Manager ( email is acceptable) of the occurrence. Notice shall include specifics of the occurrence,

including the date of the occurrence and sufficient description of the occurrence in reference to the contract provision allowing for the assessment of liquidated damage. The assessment of the liquidated damages shall be made within 31 business days following the written notice to Durham.

- 3.5 Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. The standard of care and skill for all services performed by Durham shall be that standard of care and skill ordinarily used by other members of Durham's profession practicing under the same or similar conditions at the same time and in the same locality. The Durham's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.
- 3.6 Durham's Employees.** Durham 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 services provided.
- 3.7 Due Diligence Obligation.** Durham acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Durham hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this agreement and thereby warrants that:
- 3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Durham to complete Due Diligence prior to submission of its proposal shall be borne by Durham. Furthermore, Durham had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
- 3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
- 3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Services, including, but not limited to, adherence to specifications and pricing for the Services;
- 3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Durham, or otherwise required, during the

performance of its Services, the sole responsibility for any modification, delay and cost of such changes shall reside with Durham;

**3.7.5** has familiarized itself with the nature and extent of the services to be provided, Contract Documents, 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 Services;

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

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

**3.8 Reporting Requirement.** Durham shall deliver periodic written reports to the City's Department of Education. The reports shall include accident reports, incident reports, disciplinary reports, vehicle inspection reports, fuel reports based on deliveries. Each report shall be signed by the Contractor's General Manager. The content of the Report(s) will be determined by the City's Department of Education.

NOTE: Durham'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 including assessment of damages, as set forth herein.

**4. Responsibilities of the City.** Upon the City's receipt of Durham's written request, the City will provide Durham with all documents, data and other materials the City agrees are necessary and appropriate to the Services to be performed by Durham 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 Durham for the purpose of carrying out the Services under this agreement.

**5. Term.** The term of this contract shall be for a five (5) year term from July 1, 2021 through June 30, 2026. Durham shall commence all work and services required under this agreement on July 1, 2021 and shall complete all work and services required under this agreement on June 30, 2026.

**6. Compensation.** The City shall compensate Durham for satisfactory provision of all of the goods and services set forth in this agreement as follows:

**6.1 Fee.** The fee payable to Durham shall not exceed FORTY-SIX MILLION SIX HUNDRED FIVE THOUSANDS EIGHT HUNDRED THIRTY-FIVE DOLLARS AND 99/100 cents (\$46,605,835.99) for the entire term of this contract; with the basis of payment as stated in Attachment A, Durham's Revised Pricing Proposal dated March 26, 2021 with pricing for the estimated annual sum per each contract year not to exceed the following:

- 6.1.1 Year 1- July 1, 2021 – June 30, 2022, an amount not to exceed EIGHT MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSANDS SIX HUNDRED FORTY SIX dollars and 16/100 Cents (\$8,778,646.16)
- 6.1.2 Year 2- July 1, 2022 – June 30, 2023, an amount not to exceed –NINE MILLION FORTY-ONE THOUSANDS TWO HUNDRED SEVENTY-NINE Dollars and 95/100 Cents, (\$9,041,279.95)
- 6.1.3 Year 3- July 1, 2023 – June 30, 2024, an amount not to exceed –NINE MILLION THREE HUNDRED THIRTEEN THOUSANDS ONE HUNDRED FORTY-FIVE Dollars and 74/100 Cents (\$9,313,145.74)
- 6.1.4 Year 4- July 1, 2024 – June 30, 2025, an amount not to exceed NINE MILLION FIVE HUNDRED NINETY-TWO THOUSANDS FIVE HUNDRED THIRTY-THREE Dollars and 87/100 Cents (\$9,592,533.87)
- 6.1.5 Year 5- July 1, 2025 – June 30, 2026, and amount not to exceed NINE MILLION EIGHT HUNDRED EIGHTY THOUSANDS TWO HUNDRED THIRTY Dollars and 27/100 Cents (\$9,880,230.27)
- 6.2 In the event the City chooses to utilize virtual instruction on inclement weather days, (as provide in Paragraph 1 of this Agreement) and does not make up said day, the CITY agrees to pay Durham 50% of the daily rate cost for Regular Daily Transportation as set forth in Section A of Durham’s Price Proposal dated March 26, 2021, only. Payment of said 50% of the daily rate cost for Regular Daily Transportation, shall be full payment to Durham for said day.
- 6.3 Limitation of Payment.** Compensation payable to Durham 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 Durham’s invoices for payment and review of the services required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Durham’s invoices shall describe the Services rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.
- 6.4 Offsets.** Subject to and upon condition of compliance with the Notice provisions provided in §3.4 herein regarding the assessment of performance or assessments or liquidated damages, Durham 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 Durham in an amount equaling the sum or sums of money that Durham and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Durham’s and/or its affiliate’s real and personal tax obligations to the City and any assessment pursuant to paragraph 3 herein.
- 6.5 Review of Work.** Durham shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. Durham shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement,

settlement of claims or any other matter pertaining to Durham's demand for payment. The City shall not certify fees for payment to Durham until the City has determined that Durham has completed the services in accordance with the requirements of this agreement.

- 6.6 Proposal Costs.** All costs of Durham in preparing its proposal for RFP No. 6842 shall be solely borne by Durham and are not included in the compensation to be paid by the City to Durham under this agreement or any other agreement.

**7. This Section Intentionally Blank.**

**8. Indemnification.**

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

**8.1** In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.2** The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

**8.4.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

**9. No Limitation on Indemnification.** In any and all claims against the City any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8 herein, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Durham or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**10. Performance and Payment Bond.** Durham shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Durham will send a separate invoice to the City for the yearly bond amount required herein by September 1 of each year.

**11. Durham's Insurance.** Durham shall not commence service under this agreement until all insurance required under this Section 12 have been obtained by Durham and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" 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.

**11.1** At no additional cost to the City, Durham 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 Durham's obligation under this agreement, whether such obligations are Durham's or subcontractor or person or entity directly or indirectly employed by said Durham or subcontractor, or by any person or entity for whose acts said Durham or subcontractor may be liable.

**11.2** Durham shall purchase and maintain General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under Durham'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. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**11.3** 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 Durham:

- i. **General Liability Insurance:** \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate Products and Completed Operations Aggregate \$2,000,000.00.
- ii. **Automobile Liability Insurance:** \$5,000,000.00 combined single limit (CSL). Each accident, including any auto.
- iii. **Workers' Compensation:** Durham shall comply will all State of Connecticut statutes as it relates to worker's compensation. Employee Liability each accident: \$1,000,000.00; EL Disease Policy each employee \$1,000,000.00; EL Disease Policy Limit \$1,000,000.00.
- iv. **Excess/Umbrella Liability Insurance:** Excess or Umbrella Insurance Coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$15,000,000.00 each occurrence and \$15,000,000.00 aggregate.
- v. **Abuse & Molestation: \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.**

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

**11.5 Cancellation:** The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**11.6 Certificates of Insurance:** At the time Durham executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. Durham must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702. Upon request Durham shall deliver to the City a copy of the Durham's insurance policies, endorsements, and riders.

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this agreement, Durham represents and warrants that, at all pertinent and relevant times to the agreement, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Durham of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *Equal Employment Opportunity*

*Act*; *Copeland Anti-Kickback Act*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *Davis-Bacon Act* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); and the *Housing And Community Development Act Of 1974*, as amended; Title 31 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.

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

**12.2 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 Durham for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Durham remains liable, however, for any applicable tax obligations it incurs. Moreover, the Durham represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

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

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

**13.2 Equal Opportunity.** In its execution of the performance of this agreement, the Durham 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 Durham agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

## **14. Termination.**

**14.1 Termination of Agreement for Cause.** In addition to the City's rights under Section 3, "Responsibilities of Durham" to assess performance damages, the City may terminate this Agreement if Durham breaches a material provision of this Agreement. The City shall thereupon have the right to terminate this Agreement by giving written notice to Durham of such termination specifying the effective date thereof and, unless within thirty days after written notice of the condition or violation to Durham, Durham has failed to make satisfactory arrangements for the correction thereof, the Agreement shall cease and terminate upon the expiration of the thirty (30) notice of the condition or violation to Durham. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Durham under this agreement shall, at the option of the City, become the City's property, and Durham shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

**14.1.1** Notwithstanding the above, Durham shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by Durham, and the City may withhold any payments to Durham for the purpose of setoff provided the City has made Notice required pursuant to this Agreement (performance/liquidated damages) above and until such time as the exact amount of damages due the City from Durham is determined.

**14.2 Termination for Convenience of the City.** The either party may terminate this agreement at any time for the convenience, by a notice in writing to the other. If this agreement is terminated by the City as provided herein, Durham 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 Durham covered by this agreement, less payments of compensation previously made.

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

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

**14.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay Durham for the agreed to level of the products, services and functions to be provided by Durham under this agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Durham, 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 agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this agreement.

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

**14.4 Rights upon Cancellation of Termination.**

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

**14.4.2 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 Durham for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Durham shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Durham 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 Durham may negotiate a mutually acceptable payment to Durham for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work.

**14.4.3 Termination by Durham.** Durham may, by written notice to the City, terminate this agreement if the City materially breaches, provided that Durham 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, Durham will be compensated by the City for work performed prior to such termination date and

Durham shall deliver to the City all deliverables as otherwise set forth in this agreement.

**14.4.4. 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 agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**14.4.5 Delivery of Documents.** In the event of termination, (i) the Durham shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Durham 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).

**15. Ownership of Instruments of Professional Services.** The City acknowledges Durham's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this agreement 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.

**16. Force Majeure.** Durham shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control which prevent the Contractor, through no fault of its own, from performance, including without limitation:

**16.1** Acts of God, fire, explosion, epidemic, pandemic, cyclone, flood, war, strikes, labor pickets, revolution, civil commotion, or acts of public enemies

**16.2** Change of law and order, proclamation, regulation, ordinance, governmental requirement or executive order.

**16.3** If during the term of this Agreement additional equipment, or new modifications to vehicles, including seat belts, are mandated by governmental agencies or the City then the Contractor and City shall negotiate in good faith price increases related to such modifications provided that such modifications do not increase by 10% or more Contractors cost in connection with providing services under this AGREEMENT. Such renegotiations shall include, but shall not be limited to, changes to the payment schedule, duration of this AGREEMENT, levels of service, etc. Any modification to this AGREEMENT resulting from such renegotiations shall become effective on a mutually agreed-upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

**16.4** Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Paragraph 16 of this Contract.

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

**17.1** Durham shall be as fully responsible to the City for the acts and omissions of Durham'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 Durham.

**18. Assignability.** Durham shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Durham from the City under this agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Durham may, however, assign or transfer any of its rights, burdens, duties or obligations under this agreement to a parent company, affiliates, subsidiaries, or related legal entities identified on its Affiliate disclosure submitted pursuant to its response to this RFP No. 6842 provided said Assignee meets all city requirements and Durham provides the city with the notice of the assignment within five business days.

**19. Audit.** The City reserves the right to audit Durham's books of account in relation to this agreement any time during the period of this agreement or at any time during the twelve month period immediately following the closing or termination of this agreement. In the event the City elects to make such an audit, the Durham shall immediately make available to the City all records pertaining to this agreement, including, but not limited to, payroll records, bank statements and canceled checks.

**20. Risk of Damage and Loss.** Durham 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 Durham, by someone under the care and/or control of Durham, by any subcontractor of Durham, or by any shipper or delivery service. Durham 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, Durham 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.

**21. Interest of Durham.** Durham 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. Durham further covenants that in the performance of this agreement no person having any such interest shall be employed.

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

**23. Independent Contractor Relationship.** The relationship between the City and Durham is that of client and independent contractor. No agent, employee, or servant of the Durham shall be deemed to be an employee, agent or servant of the City. Durham shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement. It is the express intention of the parties hereto, and Durham hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Durham hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and Durham or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Durham 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 Durham shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

**26. Conflicts or Disputes.** This agreement represents the full and complete concurrence between the City and the Durham and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, 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 (a) the City's aforementioned ITB and (b) Durham's proposal responding to the aforementioned ITB and are hereby fully incorporated by the foregoing reference.

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

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

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

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

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

**30. Governing Laws.** This agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this agreement, whenever under this agreement 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:

Durham: Durham School Services, LP  
c/o Contract Administrator  
2601 Navistar Drive  
Lisle, Illinois 60532

City: City of Waterbury, Education Department  
c/o Chief Financial Officer  
236 Grand Street  
Waterbury, CT 06702

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

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

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by Regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as

set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage,

brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection vi 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 (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection viii 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 .

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts Of Interest"]].

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

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

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

**32.14. Prohibition Against Contingency Fees.** Durham 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 Durham 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 Durham records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**{signature page to follow}**

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O’Leary, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Durham SCHOOL SERVICES, LP  
By Durham HOLDING II, LLC  
Its GENERAL PARTNER

\_\_\_\_\_

By: \_\_\_\_\_  
John Elliot, CEO

\_\_\_\_\_

Date: \_\_\_\_\_

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## **ATTACHMENT A**

- 1.** City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, consisting of 38 pages, excluding Sample City Contract, (attached hereto);
- 2.** City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services Addendum #1 to RFP No. 6842 consisting of 4 pages (attached hereto);
- 3.** Durham's Revised "Pricing Proposal Form" for RFP #6842 dated March 26, 2021 consisting of 1 pages (attached hereto);
- 4.** Durham's response to City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, dated February 22, 2021, excluding Durham's Clarifications to RFP and Clarifications to Professional Service Agreement (incorporated by reference);
- 5.** Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of Contract (incorporated by reference);
- 6.** Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated by reference);
- 7.** Performance and Payment Bonds (incorporated by reference);
- 8.** Certificate(s) of Insurance (incorporated by reference);
- 9.** All applicable Federal, State and local statutes, regulations, charter and ordinances;
- 10.** All permits and licenses.

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10. All permits and licenses.

**REQUEST FOR PROPOSAL #6842**  
**BY**  
**THE CITY OF WATERBURY**  
**Department of Education**  
**Student Bus Transportation Services**  
**for Regular Education Program**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified operators to furnish Waterbury Public Schools Student Bus Transportation Service and Equipment for its Regular Education Program.

**A. Background and Intent**

Waterbury Public Schools is seeking Student Bus Transportation Services for its regular education program as described in the Technical Specifications.

**B. Qualifications**

Eligible proposers will be those operators that have the following qualifications:

1. Eligible service providers must demonstrate at least two years experience in operating transportation services for a district comparable in size and setting to Waterbury and have all requisite licensing and insurances as those outlined in this Request for Proposal (RFP).
2. A proposer with a proven track record in providing these types of or similar services for municipal school systems.
3. Knowledge of federal and State laws and regulations governing the services outlined in the Technical Specifications.

**C. Scope of Services**

**THE FOLLOWING APPLIES TO ALL THE TRANSPORTATION SERVICES  
REQUIRED IN THIS REQUEST FOR PROPOSAL:**

1. The term of this Agreement shall be July 1, 2021 through June 30, 2026.
2. This Agreement shall include the following documents in addition to these Technical Specifications, Advertisement for Bid, Instructions for Bids, Description of Operation, Contractor's Bid Letter, Equipment Inventory, Bid Sheet submitted by the Successful Contractor.
3. The Contractor shall furnish transportation service and equipment specified herein and such service and equipment necessary to perform the required Student Bus Transportation Services specified.
4. Bids shall include the full cost of all services for each year for each school bus or vehicle. In submitting a bid, Bidders are required to state the cost for providing services in all categories as indicated on the Bid Proposal Form.
5. The CITY through the Director of Transportation at the Board of Education or other designee shall solely determine which students are to be transported. The

Contractor working under the direction of the CITY through the Transportation Coordinator at the Board of Education or other designee will prepare all school bus routes, school bus trips, location of stops, time schedules, with the CITY retaining the right of final approval. The Contractor has the responsibility for operating and safety procedures. The Contractor will provide the CITY through the Transportation Coordinator at the Board of Education or other designee with access to its routing software and/or other electronic information of each route, stops and list of students assigned to each stop and school bus together with the number of miles for each route and the aggregate mileage for all routes on a monthly basis and/or a computer print- out of such information upon request.

6. The transportation services provided herein shall be jointly established by the CITY through the Transportation Coordinator at the Board of Education or other designee and Successful Bidder, with the City retaining the right of final approval. The CITY through the Transportation Coordinator at the Board of Education or other designee, reserves the right during the term of this agreement to require an increase or decrease in the number of vehicles to be employed by the Contractor in furnishing Transportation Service hereunder, or to vary the number of students to be transported or the length of any individual(s) school bus route(s). In the event of any such variations, the CITY agrees to notify the Contractor in writing of the effective Date of such variations. Compensation for variations in the number of school bus or vehicles will be adjusted in accordance with the prices in the Bid Sheet.
7. If the Contractor shall fail for any reason to perform any of its obligations under and pursuant to this Agreement, and of such failure to perform is not remedied to the CITY's satisfaction within five (5) school days after written notice thereof is sent to the Contractor, the Contractor shall be deemed to be in breach of this Agreement. Upon any such breach the CITY shall have the option of terminating this Agreement by written notice of termination sent to the Contractor via registered mail, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any such item or items, which terminations do not materially adversely affect either the performance of the remainder of the Contractor's obligations under the Agreement or the proper performance of the Transportation Service contemplated by this Agreement, compensation will be adjusted in the accordance with the Contractor's bid proposal form. A second option of any breach is the CITY shall have the option of withholding the daily cost for such services as needed by written notice.
8. No termination of this Agreement, either partial or complete, shall affect or prejudice any other rights or remedies which the CITY may be pursuant to this Agreement or otherwise. The provisions of this section shall not apply for failure to perform from acts of God, or major disasters declared by the Mayor of the CITY. Further, the Contractor agrees to report without undue delay, both verbally and in written form any special conditions or potential failure or failure to perform any such item or items to the Chief Operating Officer of the Board of Education by such means and

- timeliness as will enable the CITY and the Contractor to expeditiously correct the condition or respective condition which caused or will cause such failure to perform.
9. Subject to the term of this Agreement, the CITY agrees to pay and the Contractor agrees to accept as full consideration for the performance of the Contractor's obligations hereunder the amount set forth in the Contractor's Bid Sheet. Payment will be made by the CITY monthly for such Transportation Service actually performed for which the Contractor is required. These payments will be made less any penalties for non- performance or Contractor's violation of standards. The Contractor's acceptance of such monthly payments shall release the CITY from all claims and liability to the Contractor under this Agreement for the period for which payment for accepted, barring administrative or clerical errors by the Contractor.
  10. No payment made or accepted, however, shall operate as a waiver of CITY's rights or releases the Contractor, its sureties or insurers or assigns from any obligation under this Agreement or any bond or insurance policy required by this Agreement.
  11. If, in the sole judgment of the CITY. Insufficient funds have been appropriated so that no reasonable transportation service may be provided as required by law, the CITY may terminate the entire agreement so that neither the CITY nor the Contractor shall have any future liability or obligation with respect to each other or to the agreement.
  12. All transportation services to be provided by the Contractor pursuant to this Agreement, including, but not limited to the purchasing, manufacturing, outfitting, repair and maintenance of vehicles, the hiring, licensing, and training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and directives including P.A. 07-224 Required School Bus Lettering and the Educational Stability Act.
  13. School vehicles and equipment used by the Contractor in the performance of the services required in this Contract shall comply with National School Bus Safety Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the Contract is signed and as these regulations may be amended from time to time during the term of this Contract. Such vehicles and equipment shall be kept in proper repair and in safe, clean and sanitary conditions. The Operator shall pre- trip each vehicle daily to determine that the brakes, horn, tires, steering apparatus, emergency doors, lights, video equipment and all other equipment are in good condition. The Contractor shall have a system for reporting of defects found by the vehicle operator. School vehicles used to transport children to schools indicated and any other related work that may be awarded to the successful contractor shall at all times during the term of this Agreement strictly comply with the Federal, State, and Local law, rules, regulation and directives.
  14. The Contractor shall provide a regular system of inspection and preventive maintenance, and shall keep sufficient standby school vehicles available so as to

provide uninterrupted transportation services in accordance with the performance provided hereby. All reports as made to the State shall be submitted to the CITY through the Transportation Coordinator at the Board of Education or other designee on the same date of submission to the State.

15. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum the Traffic Control Office will be staffed full time, on site, by: a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and current driver training; a clerical person to handle correspondence and billing; one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor. It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year (**see Attachment 1 – School Hours**).
16. All vehicles shall be properly ventilated, heated, and include air conditioning. An adequate First Aid Kit as required by the State Department of Transportation shall be installed in all vehicles. Changes may be made in the seating arrangement in the accordance with the various needs of the students. The Contractor shall furnish the CITY through the Transportation Coordinator at the Board of Education or other designee on a monthly basis the actual number of riders carried on any route, the actual time schedule of any route and such other information as the CITY may request.
17. The Contractor shall create and maintain set of COVID protocols and practices for staff and buses which shall be reviewed and approved by the Transportation Coordinator. Such protocols and practices shall be consistent with recommendations from the CDC, State and Local Health Agencies and industry standards and shall include but not be limited to wellness checks of drivers, mask wearing, social distancing, cleaning and reporting protocols.
18. No vehicle shall carry any commercial advertisement, nor shall any be distributed to passengers unless specifically approved by the CITY. Any and all such revenues generated shall be revenue for the CITY.
19. No passengers other than school student and other authorized persons shall be permitted in any vehicles without specific permission from the CITY, or it is

Authorized Representative. The Contractor shall advise vehicle driver for the correct passenger list to determine only bona fide riders are on the vehicle per the CITY Authorized Passenger List.

20. All accidents, incidents and delays involving a vehicle or any of its passengers shall be reported immediately by the Contractor to the Transportation Coordinator, Principal, and Superintendent of Schools. This action shall be followed by a complete written report to the CITY from the Contractor no later than forty-eight (48) hours after the accident/ incident has occurred. Any COVID related incidents shall be reported immediately.
21. The Driver shall be authorized to complete discipline reports on students whose behavior is unsafe. Reports are to be submitted to Principal and His Agent, including private schools. The driver/ contractor shall not be discharge or deny transportation of a student without authorization by the Principal, his designee or the CITY. Report forms are the Contractors responsibility.
22. Each driver employed by the Contractor to provide Transportation Service pursuant to this Agreement shall comply federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.
  - a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.
  - b. The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.
  - c. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
  - d. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.
  - e. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
  - f. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.

- g. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
- h. Drivers shall not leave a bus unattended at any time when children are on board.
- i. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
- j. Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive prior to school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.
- k. Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.
- l. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are on board.
- m. Drivers shall not have food or drink, etc. on the bus while children are on board.
- n. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.
- o. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.
- p. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run drivers are to perform a post-run check to ensure that no students or their possessions remain on the vehicle.
- q. The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints and other problems normally related to a program of pupil transportation can be efficiently and effectively provided for.
- r. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.
- s. The Contractor shall maintain a list of all drivers. This list shall contain drivers' names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.
- t. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (1) time a year a complete list of all drivers with a copy of the results of criminal record or motor vehicle record must be submitted to the Superintendent of Schools or designee. One such list shall be submitted to the Superintendent of Schools or designee no later than August 15th of each year and upon request by the Board.

23. The CITY maintains the right to require removal from CITY of Waterbury's Service any driver who, in the opinion of the CITY, is unqualified or unsuitable to operate a School Vehicle pursuant to this Contract.
24. The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs at the Discretion of the Transportation Coordinator. Bus aides shall be screened and selected in the same manner as drivers, including fingerprint checks and drug testing. The Contractor shall also provide training in the care and handling of children with special needs. Bus aides shall also comply with all of the rules and regulations as bus driver. The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.
25. This Agreement and the provisions herein contained shall not be assigned or otherwise transferred either wholly or in part by the Contractor without the prior written approval of the CITY.
26. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Connecticut.
27. All notices, consents and other communications required to be given hereunder shall, except as otherwise specifically provide herein, be in writing and delivered to the respective addresses of the parties as set forth herein or to such other address as the parties may hereafter designate in writing.
28. Bidders shall be experience in the work to be performed and the student to be service and have or be able to obtain necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. More than one bid from an individual, a Contractor or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any contractor is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such contractor is interested. Any or all bids in which such contractor is interested will be rejected if there is reason for believing that collusion exists among the contractors and all participants in such collusion will not be considered in future bids for the same work. The Board of Education, in determining the successful contractor, may consider in addition to price, the experience of the contractor, the sufficiency of the financial resources of the contractor and the reputation of the contractor for ability, integrity, judgment and performance, as well as the ability of the contractor to provide future services. All contractors must supply with this bid a listing of all school districts that the contractor has contracted for school bus service with during the past five-year period.
29. Twice yearly the Contractor shall conduct emergency evacuation drills for all students in the K-12 grades covered by the Agreement. The Contractor shall supply to all schools written and/ or printed material dealing with school bus safety for in-school and home education for the students.

30. This Contract shall apply to all days when school is in session. The minimum number of school days is currently 182. Transportation services may be required for summer school programs, extended summer school programs. Dismissal times for school will vary and there are after-school and extended-day programs. During adverse conditions or emergency situations, the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days or other days as may be permitted by the Commissioner of Education or other authority. In the event of such days being exercised the CITY reserves the right to not utilize Transportation services on such days.
31. The children must be delivered to their schools prior to Board approved opening and picked up at the schools at approved closing times. The Contractor agrees that in no event will student be dropped off at any school more than thirty (30) minutes prior to the schools starting time or more than fifteen (15) minutes after the close of school. Late charges shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator. Upon receipt of such notice, the Contractor shall have five (5) working days to make any corrections prior to being charged.
32. As a condition of employment, all drivers shall pass a complete physical examination yearly, included in which applicant is require to pass a drug/ alcohol screening test prior to employment. All drivers must complete alcohol/ drug screening, prior to the start of every school year. The Contractor shall provide the CITY with its rule and regulations regarding screening for employees. The fee for any and all testing shall be borne by the Contractor.
33. The Contractor shall subject all prospective drivers to criminal and reference check and shall not employ drivers who have been assessed by the State Department of Motor Vehicles more than five points on his/her license during the length of the Contract. The Contractor will check the driving record of all drivers to the start of each school year.
34. All information relating to driver histories/ performance shall be made available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee.
35. The Contractor will employ the necessary mechanics to maintain school busses. All records as they apply to school bus maintenance shall be kept on file and made available to the CITY upon request.

36. All school busses used to fulfill the terms of these specifications and the Contract shall be registered, garaged, services, taxed and operated in the CITY.
37. All busses and vehicles used for this contract must be 2016 busses.
38. All vehicles shall be ready for use by July 1, 2021.
39. The Contractor must arrange to have all vehicles inspected by the Department of Motor Vehicle as required, and notify the Education Transportation Coordinator when such inspections are in process so that the Board may be represented at the time. At any time during the Contract, the School Administration through the Transportation Coordinator at the Board of Education or other designee shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repair or additions to the mechanical equipment of the Contractor.
40. The CITY may require the Contractor to discontinue the use of any school bus which in the judgment of the Board of Education or its Agent, is hazardous, mechanically defective, or subject to frequent breakdowns or delays. In the event that the Board of Education shall order the discontinuance of any school bus, the Contractor shall forthwith replace said school bus with another school bus, which is capable of fulfilling the requirements of the Contractor and CITY.
41. The Contractor shall provide the CITY's Transportation Coordinator, one two-way hand held radio, for direct contact with the school bus company's dispatcher office or drivers. Contractor shall also provide and install a direct phone line to the School Bus Company from the School Transportation Officer's office.
42. The successful contractor should supply the CITY with (360) hours of school busses per school year, to be assigned by the CITY as needed, at no cost.
43. The Contractor shall cooperate with the CITY in maintain a good Transportation public relations program.
44. The Contractor shall provide appropriate housing for, and state of the art video camera(s), for the entire fleet of school busses and vehicles used to transport students. All buses must be equipped with four point (Front, rear, stairwell, exterior) digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The District requires a Wireless Seon Smart Reach Mobile Surveillance system or comparable type equipment. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The system must be equipped with Day/Night cameras. The Contractor shall also

make available software for viewing, playback and event searching by District personnel. All cameras use and video viewing shall be consistent with the policies and procedures as established by the District. Inoperable cameras shall be subject to charges which shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.

45. Bidders must warranty that their bus fleet out-of-service rate has not exceed 10% for the time period of one year from the date of this Bid Specification.
46. The Contractor shall appoint as his representative a qualified person, who will have general and overall supervision of the vehicles operating under this contract. The appointed person shall be available to the representative of the Board of Education at all times during the transportation and school hours of each school day when school is in session.
47. The driver of any vehicle transporting school children under consideration must possess a C.D.L. certification, and is in complete charge of the vehicle and of the children being transported during the time that these children are in his care. As such, he is responsible for their welfare. He should be courteous and professional with all children as is customary within the schools to control the actions of school children aboard his vehicle. The discipline of a child on the vehicle will be in accordance with Connecticut General Statute's 53A-18 and as may be amended from time to time, the Rules and Regulations of the Board of Education, and City of Waterbury. The driver will report the names of pupils, who display unsafe behavior or cannot be managed to the Principal of the school. During the time that the vehicle is in use for the operation of the contract, the driver shall not at any time transport any person other than children whom he is responsible unless he has received written approval from the Superintendent of Schools or his agent, that such person is authorized or permitted to ride on the vehicle. All vehicles and drivers must be available for early closing of schools.
48. The Contractor shall provide training for all new driver applicants, said training to include classroom and on road, prior to applying for a State of Connecticut Public Service License. The combination of classroom and/or road training shall be, at a minimum, forty hours. Experienced drivers who have held a Public Service License during the preceding year shall be required to attend an eight-hour refresher course included in which shall be an on-road proficient requirement. For drivers of special education children, training shall include transportation issues with children with disabilities.
49. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. Contractor shall provide access to this system to up to the Director of Transportation at the Board of Education and up to two additional CITY representatives upon request.

50. Parent on-line GPS access for busses shall be made available through the District website.

51. A listing of Waterbury Public Schools is attached, and includes the address, Principal's name and telephone number (**see Attachment 2 – Listing**). However, it is anticipated that during the term of any Contract for transportation services, the number and address of schools will change. New public and/or private and/or Charter schools may open, schools may close. If awarded a contract, transportation services shall be provided to any school within the City boundaries provided in the Proposal Form, regardless of the opening and closing hours of the school.

**D. TECHNICAL SPECIFICATIONS**

1. It is estimated that the number of school busses that will be needed for the basic fleet for the school year 2021-2022 and 2022-2023 is one hundred thirty (130), seventy-one (71) passenger school busses. There should be a minimum of 15 spare school busses. Spares to be put in service are to be of the same seating capacity as any school bus taken out of service.
2. All school busses, new or used including spares, will be or have:
  - a. Minimum 6.7L propane powered engine with a minimum horsepower rating of 340 HP at 2,400 RPM.
  - b. Automatic transmission - 6 speed automatic transmission or approved equivalent.
  - c. Power steering
  - d. Two-way radios with two channel capability and sufficient spare units to allow for repair and theft.
  - e. AM-FM cassette or CD
  - f. "City of Waterbury" 4-inch black lettering on each side of the school bus. (See A.13 above)
  - g. State of the art video monitoring equipment including one hundred twenty-five (125) video cameras to be used to monitor student and driver behavior. Video should be capable of being saved to a DVD. (See A.43 above)
  - h. Global Positioning System Tracking (GPS) such that it can be determined at all times, where the bus is and the route that was travelled. (See A.49 above)
  - i. Shall conform in all respects with all applicable laws and regulations issued by Federal, State and Local agencies.
3. All new school busses used above will have:
  - a. Air brakes
  - b. Front bumper mounted crossing gates
  - c. Flash stop sign (arm) left side of school busses.
  - d. 71 Passenger (entire fleet & spares)
4. The fuel to be purchased by the Board of Education on behalf of the contract will not exceed 2,500 gallons per bus, per school year. Fuel required to operate vehicles that exceed 2,500 gallons per bus shall become the responsibility of the Contractor.

Storage of propane fuel shall be on the Contractor's Property in Waterbury. Fuel storage tanks and dispensing pumps must be inspected annually by the CITY of Waterbury Fire Marshall's Office with a copy of the inspection report filed with the Transportation Coordinator. Fuel shall be monitored by comparing the total mileage of all Board of Education authorized routes with the rate of 5.5 miles per gallon. A fuel report is to be forwarded to the Transportation Coordinator monthly.

5. Contractor is responsible for fueling station.
6. The Contractor shall give the Parent/Guardian of the child to be transported a telephone number and time to notify the Contractor (or his driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply Parent/Guardian an estimated pickup time schedule and estimated afternoon return schedule.
7. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather, or other emergencies when necessary and/or as may be approved for virtual learning days. All vehicles, drivers, and aides must be available for early closings of schools.
8. Contractor will maintain an on-time pick-up and delivery schedule. It is expected that the student length of time on the vehicle will be reasonable in nature. Any student whose time on the vehicle is disruptive or disagreeable to parent/guardian shall be evaluated and adjustments made where warranted.
9. Bids must be based on a flat rate per day basis (**see Attachment 3 – Price Proposal Form**). The billing voucher shall reflect the attendance by date. Charges for work covered by this contract will be invoiced separately from charges for other service, which may be provided by the Contractors under other contracts or purchase orders. The Contractor shall furnish the City at any time requested, but not less than monthly, the actual time schedule of any route and such other information as the City may request.
10. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disable student.
11. Each vehicle during the period of this contract is to be maintained at a level of safety, appearance and reliability suitable to the City and its Board of Education. The Superintendent of Schools reserves the right to demand replacement vehicles failing to meet those specifications.
12. The Contractor is to be notified when schools are to be closed because of weather or other conditions which may arise. This agreement will include no less than 182 days of school per contract year. The successful bidder will also make available vehicles to be used during the months of June, July and August of each bid year

for the transportation of students attending classes or programs during those months, depending on the school's schedule.

13. The numbers of vehicles specified above are estimates. The exact number of vehicles necessary to adequately perform the contract shall be the sole responsibility of the contractor and shall be provided in accordance with the rate paid to the contractor pursuant to the selected bid. In addition to the above fleet, the contractor shall provide emergency vehicles for unexpected situations and school hours of the various buildings involved Agreement Period.

#### **E. AGREEMENT PERIOD**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for five years beginning on July 1, 2021 through June 30, 2026.

#### **F. GENERAL INFORMATION**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Not Applicable.
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on January 29, 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by February 2, 2021 at 2:00 PM**). It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

#### **G. MANAGEMENT**

Any contract or purchase order resulting from this RFP will be managed by the Department of Education.

#### **H. CONDITIONS**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the CITY.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of ninety days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **I. Submittal Requirements & Required Format**

Option #1 - uploading electronic documents per below instructions **no later than at 10:30 AM on February 8, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury – Request for Proposal #6842 1-25-2021 Student Bus Transportation for Regular Education Program category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at: <https://waterburyct.procureware.com/register>

Option #2 – One original (clearly identified as such) and seven (7) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address **no later than 10:30 AM on February 8, 2021** (no Proposals received after that time shall be considered):

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in **Attachment C**, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.

- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

## 2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- i. Organization name and the name, title, address and telephone number of a responsible contact person.
- ii. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- iii. For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

## 3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
  - b. Have you ever defaulted on a contract? If so, where and why?
  - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
  - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
  - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **J. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

### **2. Selection Process**

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

## **K. Rights Reserved to The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

#### **L. Federal, State and Local Employment Requirements – Not Applicable**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

#### **M. State Set-Aside Requirements – Not Applicable**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

#### **N. Insurance Requirements**

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" VIII.

		Minimum Limits
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate (per Project Aggregate)	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$5,000,000
Umbrella (Excess Liability)	Each Occurrence	\$15,000,000
	Aggregate	\$15,000,000
Abuse & Molestation	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

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

Workers' Compensation And Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to City of Waterbury prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury.

## O. PERFORMANCE AND PAYMENT BOND

Contractor/Vendor shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Contractor/Vendor will send a separate invoice to the City for the yearly bond amount per the Contractor/Vendor's Modifications/Conditions specified in the bid response by September 1 of each year.

# ATTACHMENT 1 –SCHOOL HOURS

WATERBURY PUBLIC SCHOOLS - SCHOOL HOURS		
Revised August 23, 2013		
SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER/ EMERGENCY DISMISSAL
<b>HIGH SCHOOLS</b>		
Crosby	7:20 am – 1:50 pm	7:20 am – 11:00 am
Kennedy	7:20 am – 1:50 pm	7:20 am – 11:00 am
Wtby Arts Magnet	7:25 am – 1:55 pm	7:25 am – 11:05 am
Wtby Career Academy	7:20 am – 1:50 pm	7:20 am – 11:00 am
Wilby	7:20 am – 1:50 pm	7:20 am – 11:00 am
<b>MIDDLE SCHOOLS</b>		
North End	7:50 am – 2:20 pm	7:50 am – 11:30 am
Wallace	7:50 am – 2:20 pm	7:50 am – 11:30 am
West Side	7:50 am – 2:20 pm	7:50 am – 11:30 am
<b>ELEMENTARY SCHOOLS</b>		
Bucks Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Bunker Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Carrington	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Chase	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Cross, Wendell	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Driggs	8:05 am – 2:20 pm	8:05 am – 11:30 am
Duggan	8:05 am – 2:20 pm	8:05 am – 11:30 am
Generali	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Gilmartin	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Hopeville	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Kingsbury	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Maloney	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Reed	8:35 AM – 2:50 pm	8:35 am – 12:00 pm
Regan	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Rotella	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Sprague	8:05 am – 2:20 pm	8:05 am – 11:30 am
Tinker	8:05 am – 2:20 pm	8:05 am – 11:30 am
Walsh	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Washington	8:05 am – 2:20 pm	8:05 am – 11:30 am
Wilson	8:35 am – 2:50 pm	8:35 am – 12:00 pm
<b>PROGRAMS</b>		
Academic Academy (at	7:50 am – 2:20 pm	7:50 am – 11:30 am
Bucks Hill Pre-K	9:00 am – 3:00 pm	9:00 am – 10:30 am
AM Session	9:00 am – 11:30 am	9:00 am – 10:30 am
PM Session	12:30 pm – 3:00 pm	No PM Classes
Enlightenment	7:30 am – 1:35 pm	7:50 am – 11:30 am
Excel	9:00 am – 1:00 pm	9:00 am – 11:30 am
State Street	7:30 am – 1:35 pm	7:50 am – 11:30 am
<b>NON-PUBLIC SCHOOLS</b>		
Alpha & Omega Academy	8:00 am – 3:00 pm	Dismissal at 12:30 pm
	Friday 8:00 am – 2:00 pm	
Catholic Academy of Waterbury	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Brass City Charter	7:30 am – 4:00 pm	7:30 am – 12:30 pm
Chase Collegiate	8:00 am – 3:20 pm	Dismissal at 12:30 pm
Children's Community	9:05 am – 3:20 pm	Dismissal at 12:30 am
Holy Cross High School	7:30 am – 1:45 pm	Dismissal at 10:30 am
Kaynor Technical	7:25 am – 2:20 pm	Dismissal at 11:00 am
Our Lady of Mount Carmel	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Sacred Heart High School	7:30 am – 1:30 pm	Dismissal at 10:30 am
Sacred Heart Middle School	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Yeshiva Bais Yaakov (Girls HS)	9:00 am – 4:00 pm	Dismissal at 12:30 pm
Yeshiva Gedolah (Boys HS)	9:00 am – 4:00 pm	Dismissal at 12:30 pm
Yeshiva K'Tana (Elementary)	9:00 am – 4:00 pm	Dismissal at 12:30 pm

## ATTACHMENT 2 - LISTING

ELEMENTARY SCHOOLS			
School Name	Principal	School Address	Phone Number
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Linda Leyhow	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Cross, Wendell (temporary)	Ms. Debra Ponte	29 John Street, 06708	203-574-8171
Cross, Wendell (permanent)	Ms. Debra Ponte	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Michael Theriault	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Mrs. Kathy Daversa	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Christina Moore	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Erika Lanza	2 Cypress Street, 06706	203-574-8173
Kingsbury	Mr. Erik Brown	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Ms. Donna Cullen	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Diurca Tomasella	33 Griggs Street, 06704	203-574-8180
Regan	Ms. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Ms. Robin Henry	380 Pierpont Road, 06705	203-574-8168
TBD/SS Peter & Paul	To be determined	116 Beecher Avenue, 06705	203-755-0881
Sprague	Mrs. Diane Bakewell	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Ms. Imani Jones	809 Highland Avenue, 06708	203-574-8186
Walsh	Mrs. Ellen Paolino	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Ms. Jennifer Rosser	235 Birch Street, 06704	203-573-6660
MIDDLE SCHOOLS			
School Name	Principal	School Address	Phone Number
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120
HIGH SCHOOLS			
School Name	Principal	School Address	Phone Number
Crosby	Ms. Cathleen Newmark	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Mr. Nicholas Albini	16 South Elm Street, 06706	203-573-6300
Wtby. Career Academy	Mrs. Jade Gopie	175 Birch Street, 06704	203-574-6000
Wilby	Dr. Michelle Baker	568 Bucks Hill Road, 06704	203-574-8100
PROGRAMS			
School Name	Principal	School Address	Phone Number
Enlightenment	Mr. Richard Arroyo	30A Church Street, 06702	203-574-8050
State Street	Mrs. Lisa Ariola- Simoes	54 Griggs Street, 06704	203-574-8028
Early Childhood (ECEP)	Mrs. Maureen Bergin	1443 Thomaston Avenue, 06704	203-573-8025

# ATTACHMENT 3 – PRICE PROPOSAL FORM

## Request for Proposal #6842

1. REGULAR ED & OTHER BUSSING SERVICES		BASIS FOR RATE	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
A.	Regular Daily Transportation AM & PM Busses as Required. Bid Shall be Based on Supplying Approximately 125 School Busses.	Daily Charge Per Bus					
B.	For Bussed Added or Deleted to 125 Busses during the Term or for Summer School.	Daily Charge Per Bus					
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus					
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Ed Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus					
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus					
F.	Daily Round Trip Transportation of Students from their Home to Southington High School, VO-AG Program, Southington, CT and Return to their Home.	Daily Charge Per Bus					
G.	Bus Aides (Optional) Daily Rate Hourly Rate						

## **ATTACHMENT A – COMPLIANCE PACK**

- 1. ANNUAL STATEMENT OF FINANCIAL INTERESTS**
- 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION**
- 3. CORPORATE RESOLUTION**
- 4. LIMITED LIABILITY COMPANY RESOLUTION**
- 5. DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS**

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

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*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

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Print Name and Title of Authorized Representative:

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Signature of Authorized Representative:

---

Date:

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## CORPORATE RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_ Corporation, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

\*\*\* This is a sample of a Corporate Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

## LIMITED LIABILITY COMPANY RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Manager/Member

\*\*\* This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

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

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

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

State of \_\_\_\_\_

SS: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**  
\_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the  
Contractor that has submitted the attached agreement.

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

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

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

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

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

## CITY OF WATERBURY

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

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

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
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				
2				
3				
4				

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Attest (Witness)

(Corporate Principal – Printed Name)

(Business Address)

Affix  
Corporate  
Seal

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

(Title)

State of \_\_\_\_\_ )

) SS (Date)

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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_.

## ATTACHMENT C – PURCHASING STATEMENT

ATTACHMENT C

KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET  
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

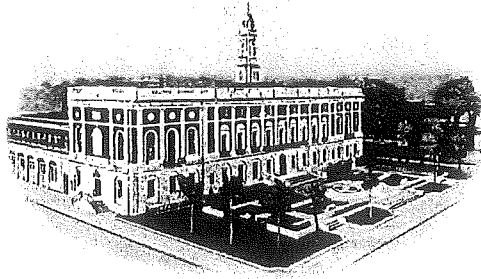
Business Address: \_\_\_\_\_  
(City, State, Zip Code)

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

KEVIN McCAFFERY  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**February 2, 2021**

**RFP #: 6842**

**Project Title: RFP Department of Education Student Bus Transportation for Regular Education Program**

Please find questions and answers below.

Item 16 on page 4 states that all vehicles 'include air conditioning.' While this is a normal requirement for Special Needs vehicles, regular education buses are not normally so equipped. Please clarify.

Air Conditioning requirements are limited to Special Education vehicles only.

There are several sections in the RFP that reference the City's ability to reject/remove a driver/other personnel: item 22, (c) & (f) on page 5; item 23 on page 7; and item 6 on page 14. Please consider adding the following language to each section:

"Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated therein, and shall not be in violation of any federal, state or local law."

The RFP language will stand at this time. At the review and negotiation phase this particular language will be taken into consideration.

Item 28 on page 7 requires the submittal of a listing of all districts served by the contractor for the past 5 years. Please identify the geographic scope of this listing (which could be very large for a national contractor) – Connecticut, or New England, or?

Connecticut

Item 45 on page 10 references the Out of Service %'s for the past year. As the incumbent contractor for the City of Waterbury, can Durham provide this information for it's Waterbury fleet?

No.

Do you provide a bid spec (price) page. If so can you please send it to me. Also, do you have current pricing and contractor?

A pricing page was provided with the RFP. The District has current providers for busing services. As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

We do not see any of the Brass City routes. Are they being included in this RFP?

Routes are not included in the RFP per se. But the number of buses included in the RFP and the other conditions allow for the District to meet its obligations for its schools as well as non-public schools.

Can we only bid for the out of district transportation only and not the in town transportation.,

Yes.

Can we get a copy of the current rate sheet and also three months of invoices.

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

who is your current transportation provider

Durham School Services is the current provider for Regular Education buses and All Star Transportation is the current provider for Special Education buses.

Question: We are interested in submitting a proposal. However, the timeline and information provided is not reasonable or adequate. Normal timeframe for a student transportation RFP of this magnitude is 6 weeks. Please consider extending the due date. Please also extend the due date for questions.

Answer:

The RFP due date will be extended until February 22, 2021 at 11:00am in order to provide all vendors with additional time to submit their proposals.

According to item 37 in the RFP, "All busses and vehicles used for this contract must be 2016 busses." This specification would favor the incumbent. Please reconsider.

Answer:

This will not be reconsidered at this time.

1. Information Needed a. Please provide the most recent contract, any addendums, pricing pages and any other contractual updates with the incumbent. b. What was the total amount the Districts paid to the current contractor for transportation services from July 1, 2018 to June 30, 2019? c. Please provide copies of invoices and detailed billing reports for three months (including activity trips) – suggest January, February and March of 2020. d. What is the District's student transportation budget for the 2020-21 school year?

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

2. Buses a. Please provide a list of the current buses utilized including type, capacity and if there is a wheelchair lift. b. How many buses were utilized on a daily basis prior to Covid? a. Please provide current ride count per route per day. b. Does the District feel the current mix of buses is optimized?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

3. Routing a. How is routing currently performed? b. What software is utilized? Does the District own that routing software? c. Please provide in excel detailed routing reports. This is very important information to verify how the routes operate. We need a thorough understanding of miles and time for each route. d. Please confirm the District wants the contractor to perform all routing. e. Is there a maximum ride time?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

4. Item #C 45 references the out-of-service rate to not exceed 10%. Has there been an issue with more than 10% of the buses out-of-service?

No.

5. Will the District consider Alternate Bids in addition to a Base Bid? There is not a downside to receiving an Alternate Bid, the Districts certainly has the option to reject the Alternate Bid.

Alternate bids will be accepted provided that a base bid consistent with the RFP is submitted. The District reserves it right to consider alternate bids or not in its discretion.

6. Facility and Parking a. Does the District have any available parking they can lease to a contractor? b. Does the District want the contractor to maintain any white fleet?

No.

7. Incumbent a. What is the current on-time performance? b. What is the current missed trips performance? c. Have there been driver issues?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

8. What is the most important priority to the District with this RFP?

Safe, efficient and cost effective transportation for Waterbury students that is compliant with all applicable laws and requirements of the RFP.

9. Will there be a committee that will evaluate the bids? Will that committee consider interviewing the finalists via Zoom?

Yes. The Committee reserves the right to organize the interview process but Zoom or similar means may be utilized.

10. Did the District pay the current contractor during COVID school closure? If so, on what basis?

COVID related performance and payments were negotiated consistent with the Governor's Executive Order and the governing contractual provisions.

**Thank you.**

**Kevin McCaffery**  
**Director of Purchasing – City of Waterbury**

**ATTACHMENT 3 – PRICE PROPOSAL FORM****Request for Proposal #6842**

<b>1. REGULAR ED &amp; OTHER BUSSING SERVICES</b>		<b>BASIS FOR RATE</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>
<b>A.</b>	Regular Daily Transportation AM & PM Busses as Required. Bid Shall be Based on Supplying Approximately 125 School Busses.	Daily Charge Per Bus	\$328.63	\$338.49	\$348.64	\$359.10	\$369.87
<b>B.</b>	For Bussed Added or Deleted to 125 Busses during the Term or for Summer School.	Daily Charge Per Bus	Added \$328.63 Deleted \$286.51	Added \$338.49 Deleted \$295.11	Added \$348.64 Deleted \$303.96	Added \$359.10 Deleted \$313.08	Added \$369.87 Deleted \$322.47
<b>C.</b>	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus	\$62.27	\$64.14	\$66.06	\$68.04	\$70.08
<b>D.</b>	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Ed Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus	\$62.27	\$64.14	\$66.06	\$68.04	\$70.08
<b>E.</b>	After School Programs Not Covered in D Above.	Daily Charge Per Bus	\$119.13	\$122.70	\$126.38	\$130.17	\$134.08
<b>F.</b>	Daily Round Trip Transportation of Students from their Home to Southington High School, VO-AG Program, Southington, CT and Return to their Home.	Daily Charge Per Bus	\$388.13	\$399.77	\$411.76	\$424.11	\$436.83
<b>G.</b>	Bus Aides (Optional) Daily Rate Hourly Rate	Hourly Rate	\$24.21	\$24.94	\$25.69	\$26.46	\$27.25

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.8

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Services Agreement with All-Star Transportation, LLC, for a five-year period, for Student Bus Transportation Services/Special Education Bus Transportation Services.

Approved:

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Rocco F. Orso

## MEMORANDUM

**DATE:** May 4, 2021  
**TO:** The Honorable Board of Aldermen  
**FROM:** Doreen Biolo- Chief Financial Officer- Education  
**SUBJECT:** **Board of Aldermen Approval Request of Contract** with All Star Transportation for Special Education Student Bus Transportation Services.

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The Education Department (BOE) respectfully requests your approval of the above-referenced contract for Student Bus Transportation Services for Special Education Students.

This contract was initiated under Request for Proposal #6845. Autumn Transportation and All Star Transportation LLC. were the only two proposers. The Selection Committee, which consisted of William F. Clark, Transportation Director Jeff Hunter, Chief Financial Officer Doreen Biolo and Rosh Magfour from the Finance Office voted unanimously to award the contract to All Star Transportation LLC. All Star has provided these services to the City for the past 15 years and their service has been more than satisfactory. (See attached Award Recommendation Letter dated March 29, 2021)

Under this 5-year contract, which will run from July 1, 2021 to June 30, 2026 and will be paid for via the Education Department General Funds, All Star Transportation will provide daily transportation for morning and afternoon bus routes supplying at least 70 school buses during the regular school year and for summer school. All Star Transportation will also supply school buses for early/split dismissals, after-school programs, Early Childhood Education Program and out-of- district services.

All buses and vehicles will be 2016 model year or newer equipment. Buses will operate on diesel fuel. The total contract amount shall not exceed \$40,747,600.00. The not-to-exceed per year amount is as follows:

- July 1, 2021 to June 30, 2022 shall not exceed \$7,477,620.00
- July 1, 2022 to June 30, 2023 shall not exceed \$7,803,458.00
- July 1, 2023 to June 30, 2024 shall not exceed \$8,136,150.00
- July 1, 2024 to June 30, 2025 shall not exceed \$8,482,212.00
- July 1, 2025 to June 30, 2026 shall not exceed \$8,848,160.00

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract, All Star Transportation LLC. 3/26/21 Price Proposal, Selection Committee Memorandum dated March 29, 2021, the Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations to the City of Waterbury submitted by All Star Transportation LLC. and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative available at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

WGM/mc

cc: Jeffrey Hunter, Pupil Transportation Coordinator  
Linda Wihbey, Corporation Counsel  
File

**SERVICES AGREEMENT**  
**RFP No. 6845**  
**for**  
**Student Bus Transportation Services**  
**Special Education Bus Transportation Services**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**All-Star Transportation, LLC**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and All-Star Transportation Services, LLC, located at 146 Huntingdon Avenue in Waterbury, Connecticut, a State of Connecticut duly registered domestic Limited Liability Company ("All-Star").

**WHEREAS**, All-Star submitted a proposal to the City responding to Request for Proposal (RFP) No. 6845 for Student Bus Transportation Services, for Special Education Program; and

**WHEREAS**, the City accepted All-Star's proposal for RFP No. 6845; and

**WHEREAS**, the City desires to obtain All-Star's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Services").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** All-Star shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals necessary to complete the Services as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. All-Star 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. This Agreement contemplates a minimum of 181 operating days per school year.

**1.1. Services to be Provided.** The Services consist of Student Bus Transportation Services for the Waterbury Public Schools Special Education Program as provided below and as detailed and described in **Attachment A** hereby made material provisions of this Contract.

The Services shall include the following:

1.1.1 All-Star shall provide daily round trip transportation to and from school, including summer programs through the use/provision of a minimum of Seventy (70) school buses, for regular and early dismissal;

1.1.2 All-Star shall provide daily transportation, one-way to or from school as required by the City;

1.1.3 All-Star shall provide additional transportation services for extra runs, including but not limited to work study sites, field trips, after school programs as directed by the City;

1.1.4 All-Star shall provide daily round-trip transportation of students participating in the Early Childhood Education Program (EECP) from home to school and return to their home or designated location;

1.1.5 All-Star shall provide daily transportation of students out of district to Waterbury, and from Waterbury to out of district at locations directed by the City and locations identified in the RFP;

1.1.6 All-Star shall provide transportation from one Town to another Town, neither of which may be Waterbury, and which is not otherwise covered elsewhere, as required by the City;

1.1.7 All-Star shall provide an EMT or RN, as required by the City, during transportation services;

1.1.8 All-Star shall provide buses and vehicles used in the performance of the Services;

**1.2.** The entirety of Attachment A, plus this executed instrument are together deemed the “Contract Documents” (hereinafter collectively referred to as the “Contract Documents”). The City’s record copy of Contract Documents shall control and shall be effective and binding on All-Star. In the event that any provision in the Contract Document first enumerated below shall govern any of the component part which follows numerically. **Attachment A** shall consist of the following:

1.2.1 All-Star’s Revised Pricing Proposal and Cover Letter each dated March 26, 2021 consisting of 2 page (attached hereto);

1.2.3 City of Waterbury’s Student Bus Transportation Services for Special Education Program Addendum #1 to RFP No. 6845 consisting of 8 pages (attached hereto);

1.2.4 City of Waterbury Student Bus Transportation Services for Special Education Program RFP No. 6845, (excluding Sample City Contract.) (attached hereto);

1.2.2 All-Star’s response to City of Waterbury’s Student Bus Transportation Services for Special Education Program Request for Proposal No. 6845, excluding, Pricing Proposal, Sample contract and

Modifications/Conditions to Student Bus Transportation Services for Special Ed Program (attached hereto);

1.2.5 Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of the within Contract which shall be incorporated by reference unless otherwise specified in writing and signed by the parties (incorporated herein and made a part of this agreement by reference);

1.2.6 Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated herein and made a part of this agreement by reference);

1.2.7 Certificate(s) of Insurance (incorporated herein and made a part of this agreement by reference);

1.2.8 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated herein and made a part of this agreement by reference);

1.2.9 All permits and licenses (incorporated herein and made a part of this agreement by reference).

**2. All-Star Representations Regarding Qualification and Accreditation.** All-Star makes the following representations:

**2.1 Representations Regarding Personnel.** All-Star 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 is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by All-Star under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed or permitted under state or local law to perform such services.

**2.2 Representations Regarding Qualifications.** All-Star hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that All-Star and/or its employees be licensed, certified, registered, or otherwise qualified, All-Star and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, All-Star shall provide to the City a copy of All-Star's licenses, certifications, registrations, etc.

**3 Responsibilities of All-Star.**

**3.1 Confidentiality/non/Disclosure**

All data, information, etc. given by the City to All-Star and/or created by All-Star created or produced in conjunction with the performance of the Services shall be treated by the All-Star 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 the Services under this agreement. All-Star agrees to hold in confidence all files, records, documents and other information which may come into its possession during the Term of this Agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, in the event that All-Star is requested or required by applicable law, regulation or legal process, including but not limited to the body of law established by the Freedom of Information Act, to disclose any City data or information. All-Star shall make such disclosure, but only after it provides written notice to the City of the existence, terms and circumstances surrounding such request or obligation so that the City may take steps to seek an appropriate protective order or otherwise resist or narrow such requests or requirement. Further, All-Star shall have the right to disclose City data or information to its attorneys or accountants on a need-to-know basis.

### **3.2 Performance Criteria**

The parties agree that the provision of school transportation services is a high visibility, highly sensitive program which seriously impacts public perception of Waterbury Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which Waterbury Schools may suffer as a result of poor service. Damages may be assessed should any of the scope of services be violated. In the event the specific violation is not delineated, damages shall not exceed \$1,000 per occurrence. Therefore, the parties agree that failure by All-Star to provide services as outlined herein, during the term of this contract will result in the City, assessing against All-Star as performance damages and not by way of penalty, the following schedule of assessment:

**3.2.1** All-Star's failure to deliver children to their schools more than 30 minutes prior to the school's starting time prior, or more than 15 minutes after the close of the school shall result in the imposition of \$25 penalty per school per bus incident; and

**3.2.2 Equipment and Warranty:** All-Star represents that all buses supplied to the City shall be year 2016 or newer. Further, All-Star represents and warrants that its Department of Motor Vehicle (DMV) out of service rate will not exceed ten percent (10%) for any school year and All-Star will pay a fine in the amount of Ten Thousand Dollars (\$10,000.00) if said DMV out of service rate exceeds ten percent (10%). Said representation is as stated in All-Star's Modifications/Conditions to Student Bus Transportation Services for Special Education, which was part of All-Star's response to City of Waterbury RFP No. 6845, dated February 22, 2021.

NOTE: All performance damages charges shall be put in writing by the City, to All-Star, within thirty (30) days.

**3.3 Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for

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

**3.4 All-Star's Employees.** All-Star 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 services provided;

**3.5 Due Diligence Obligation.** All-Star acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. All-Star hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this agreement and thereby warrants that:

**3.5.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of All-Star to complete Due Diligence prior to submission of its proposal shall be borne by All-Star. Furthermore, All-Star had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.5.2** 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;

**3.5.3** 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 Services, including, but not limited to, adherence to specifications and pricing for the Services;

**3.5.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by All-Star, or otherwise required, during the performance of its Services, the sole responsibility for any modification, delay and cost of such changes shall reside with All-Star;

**3.5.5** has familiarized itself with the nature and extent of the services

to be provided, Contract Documents, 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 Services;

**3.5.6** has given the City written notice of any conflict, error or discrepancy that All-Star has discovered in the Proposal Documents; and

**3.5.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

**3.5.8** it shall ensure, and represents to the City, that any each and every of All-Star's employees or any person affiliated with All-Star who will have contact with a Student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has been verified, in writing, that such person has not been convicted of a crime and that there are no criminal charges pending against such person. All-Star shall further ensure and represents to the City that any person who will have contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k as may be amended from time to time, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a as may be amended from time to time, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. All-Star shall not permit any person with a disqualifying criminal history to have contact with a Student. All-Star warrants and represents that it has conducted a records check and has found no such violation.

**3.6 Reporting Requirement.** All-Star shall deliver periodic written reports, as requested by the City to the City's Department of Education. The Reports shall include any and all accident (reports), incident reports, disciplinary reports, vehicle inspection reports, fuel reports based on delivery services provided.

NOTE: All-Star'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 including assessment of damages as set forth herein.

**4. Responsibilities of the City.** Upon the City's receipt of All-Star's written request, the City will provide All-Star with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by All-Star 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 All-Star for the purpose of carrying out the services under this Contract.

**5. Term.** The term of this Agreement shall be for a period of five (5) years from July 1, 2021 through June 30, 2021. All-Star shall commence all work and services required under this agreement on July 1, 2021 and shall complete all work and services required under this Agreement on June 30, 2026.

**6. Compensation.** The City shall compensate All-Star for satisfactory provision of all of the goods and services set forth in this agreement as follows in this Section 6.

**6.1 Fee Schedule.** The basis of payment shall be in accordance with Attachment A, All-Star's Revised Pricing Proposal dated March 26, 2021 for the entire term of this Agreement, and for out-of-district transport and medically trained personnel with the estimated annual sum per each contract year not to exceed the following:

..... 6.1.1 Year 1- July 1, 2021 – June 30, 2022, an amount not to exceed  
SEVEN MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND SIX  
HUNDRED TWENTY Dollars and 00/100 Cents (\$7,477,620.00).

6.1.2 Year 2- July 1, 2022 – June 30, 2023, an amount not to exceed  
SEVEN MILLION EIGHT HUNDRED THREE THOUSAND FOUR HUNDRED  
FIFTY-EIGHT Dollars and 00/100 Cents (\$7,803,458.00);

6.1.3 Year 3- July 1, 2023 – June 30, 2024, an amount not to exceed  
EIGHT MILLION ONE HUNDRED THIRTY-SIX THOUSAND ONE  
HUNDRED FIFTY Dollars and 00/100 Cents. (\$8,136,150.00);

6.1.4 Year 4- July 1, 2024 – June 30, 2025, an amount not to exceed  
EIGHT MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND TWO  
HUNDRED TWELVE Dollars and 00/100 Cents. (\$8,482,212.00)

6.1.5 Year 5- July 1, 2025 – June 30, 2026, and amount not to exceed  
EIGHT MILLION EIGHT HUNDRED FORTY-EIGHT HUNDRED ONE  
HUNDRED SIXTY Dollars and 00/100 Cents. (\$8,848,160.00)

**6.2. Limitation of Payment.** Compensation payable to All-Star 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 All-Star'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. All-Star's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.3** All-Star 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 All-Star in an amount equaling the sum or sums of money All-Star

and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding All-Star's and/or its affiliate's real and personal tax obligations to the City and any assessment pursuant to paragraph 3 herein.

**6.4 Review of Work.** All-Star shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. All-Star 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 All-Star's demand for payment. The City shall not certify fees for payment to All-Star until the City has determines that All-Star has completed the work in accordance with the requirements of this Contract.

**6.5. Proposal Costs.** All costs of All-Star in preparing its proposal for RFP No. 6845 shall be solely borne by All-Star and are not included in the compensation to be paid by the City to All-Star under this Contract or any other Contract.

**7. This Section Intentionally Blank.**

**8. Indemnification.**

**8.1.** All-Star 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 All-Star, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by All-Star or any employee of All-Star, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for All-Star or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** All-Star understands and agrees that any insurance required by this Contract, or otherwise provided by All-Star, shall in no way limit the responsibility to indemnify,

defend, keep and hold harmless the City as provided in this Contract.

**8.4.** All-Star expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by All-Star, 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.** In the event this Contract and/or All-Star's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, All-Star shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by All-Star, or its subcontractor, omission or commission.

**9. No Limitation or Indemnification.** In any and all claims against the City or any of its boards, agents, employees or officers by All-Star or any employee of All-Star, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for All-Star or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts-

**10. All-Star's Performance Bond.** All-Star shall obtain a Performance Bond in the amount of 100% of each yearly compensation amount of the Contract and provide said Performance Bond to the Waterbury Education Department on July 1 of each year. All-Star will send a separate invoice for the yearly bond amount, to the City, by September 1 of each year, per All-Star's Modifications/Conditions specified in the bid response.

**11. All-Star's Insurance.** All-Star shall not commence work under this Contract until all insurance required under this Section 10 has been obtained by All-Star and such insurance has been approved by the City. All-Star 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.

**11.1.** At no additional cost to the City, All-Star 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 All-Star's obligation under this Contract, whether such obligations are All-Star's or subcontractor or person or entity directly or indirectly employed by said All-Star or subcontractor, or by any person or entity for whose acts said All-Star or subcontractor may be liable.

**11.2.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims

made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

- 11.3.** 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 All-Star:

**11.3.1 General Liability Insurance:** \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate Products and Completed Operations Aggregate: \$2,000,000.00, Products and Advertising Injury: \$1,000,000.00 \*Sexual Abuse and Molestation: \$1,000,000.00

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.

\*Sexual abuse and molestation coverage can either be an endorsement on the General Liability Policy or a stand-alone policy. If endorsed on the General Liability, it must be clearly stated that the automobile exclusion on the General Liability Policy does not apply to this coverage;

**11.3.2 Automobile Liability Insurance:** \$5,000,000 combined single limit (CSL)\*

**11.3.3 Workers’ Compensation:** Statutory Limits within the State of Connecticut:

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

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

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

**11.3.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: \$15,000,000 each occurrence and \$15,000,000.00 Aggregate.

Umbrella/Excess Liability should either sit over or be follow form over Workers Compensation, General Liability and Auto Liability Coverages and be included in the description of the Certificate;

- 11.4. Failure to Maintain Insurance:** In the event All-Star fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset All-Star’s invoices for the cost of said insurance.

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

**11.6 Certificates of Insurance:** All-Star's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under All-Star'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 All-Star executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. Umbrella/Excess Liability should either sit over or be follow form over Workers Compensation, General Liability and Auto Liability Coverages and be included in the description of the Certificate. The City's request for proposal number must be shown on the certificate of insurance. All-Star 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.

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, All-Star 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 All-Star of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *Equal Employment Opportunity Act*; *Copeland Anti-Kickback Act*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *Davis-Bacon Act* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *Housing And Community Development Act of 1974*, as amended; Title 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

**12.2. 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 All-Star for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. All-Star remains liable, however, for any applicable tax obligations it incurs. Moreover, All-Star represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

**13.2. Equal Opportunity.** In its execution of the performance of this Contract, All-Star 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. All-Star agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

#### **14. Termination.**

**14.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of All-Star, All-Star shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if All-Star shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to All-Star of such

termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination.

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

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

**14.2. 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 All-Star. If this Contract is terminated by the City as provided herein, All-Star 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 All-Star covered by this Contract, less payments of compensation previously made.

**14.3 Termination for Non-Appropriation or Lack of Funding.** All-Star 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. All-Star 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.

**14.3.1 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 All-Star.

**14.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay All-Star for the agreed to level of the products, services and functions to be provided by All-Star under this Contract and not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to All Star, 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.

**14.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate All-Star for any lost or expected future profits.

#### **14.4 Rights Upon Cancellation of Termination.**

**14.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, All-Star shall transfer all licenses to the City Which All-Star is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate All-Star for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. All-Star shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**14.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay All-Star for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and All-Star shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). All-Star 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 All-Star may negotiate a mutually acceptable payment to All-Star 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.

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

**14.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may

further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**14.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) All-Star shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay All-Star 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).

**15. Ownership of Instruments of Professional Services.** The City acknowledges All-Star's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**16. Force Majeure.** All-Star shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

- 16.1 Acts of God, fire, explosion, epidemic, pandemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and
- 16.2 Change of law and order, proclamation, regulation, ordinance, governmental requirement or executive order.

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

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

**17.1.** All-Star shall be as fully responsible to the City for the acts and omissions of All-Star'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 All-Star.

**18. Assignability.** All-Star 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 All-Star 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.

**19. Audit.** The City reserves the right to audit All-Star'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, All-Star 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.

**20. Risk of Damage and Loss.** All-Star 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 All-Star, by someone under the care and/or control of All-Star, by any subcontractor of All-Star, or by any shipper or delivery service. All-Star 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, All-Star 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.

**21. Interest of All-Star.** All-Star 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. All-Star further covenants that in the performance of this Contract no person having any such interest shall be employed.

**22. 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 All-Star.

**23. Independent Contractor Relationship.** The relationship between the City and All-Star is that of client and independent contractor. No agent, employee, or servant of All-Star shall be deemed to be an employee, agent or servant of the City. All-Star 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 All-Star hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by All-Star hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and All-Star or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, All-Star 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 All-Star shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**24. 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.

**25. 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.

**26. This Section Intentionally Left Blank.**

**27. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and All-Star and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 6845 and (ii) All-Star's proposal responding to the aforementioned RFP No. 6845.

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

**27.2 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.

**28. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** All-Star 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, All-Star shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**29. Binding Agreement.** The City and All-Star 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.

**30. 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.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. 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 All-Star, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: All-Star Transportation, LLC  
146 Huntingdon Avenue  
Waterbury, CT 06708  
John R. Dufour, President

City: City of Waterbury  
c/o Education Department  
236 Grand Street  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

**33.1** 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;

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

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

**33.4** 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;

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

**33.6** 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 33.6, 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 vi. 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;

**33.7** 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 Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 33.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

**33.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections i.-vii;

**33.9** All-Star is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant

provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time;

**33.10** All-Star hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics and Conflicts Of Interest"];

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

**33.12** 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;

**33.13 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;

**33.14 Prohibition Against Contingency Fees.** All-Star 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; and

**33.15 Freedom of Information Act Notice.** Pursuant to State statute, in the event the total compensation payable to All-Star 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 All-Star records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

{signature page to follow}

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O’Leary, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**ALL-STAR TRANSPORTATION SERVICES,  
LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
John R. Dufour, President

\_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

1. All-Star's Revised Pricing Proposal and Cover Letter each dated March 26, 2021 consisting of 2 page (attached hereto);
2. City of Waterbury's Student Bus Transportation Services for Special Education Program Addendum #1 to RFP No. 6845 consisting of 8 pages (attached hereto);
3. City of Waterbury Student Bus Transportation Services for Special Education Program RFP No. 6845 consisting of 69 pages (excluding Sample City Contract.) (attached hereto);
4. All-Star's response to City of Waterbury's Student Bus Transportation Services for Special Education Program Request for Proposal No. 6845, excluding, Pricing Proposal, draft contract, and Modifications/Conditions to Student Bus Transportation Services for Special Ed Program (attached hereto);
5. Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of the within Contract which shall be incorporated by reference unless otherwise specified in writing and signed by the parties (incorporated herein and made a part of this agreement by reference);
6. Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated herein and made a part of this agreement by reference);
7. Certificate(s) of Insurance (incorporated herein and made a part of this agreement by reference);
8. All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated herein and made a part of this agreement by reference);
9. All permits and licenses (incorporated herein and made a part of this agreement by reference).

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4. All-Star's response to City of Waterbury's Student Bus Transportation Services for Special Education Program Request for Proposal No. 6845, excluding, Pricing Proposal, draft contract, and Modifications/Conditions to Student Bus Transportation Services for Special Ed Program (attached hereto);
5. Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of the within Contract which shall be incorporated by reference unless otherwise specified in writing and signed by the parties (incorporated herein and made a part of this agreement by reference);
6. Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated herein and made a part of this agreement by reference);
7. Certificate(s) of Insurance (incorporated herein and made a part of this agreement by reference);
8. All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated herein and made a part of this agreement by reference);
9. All permits and licenses (incorporated herein and made a part of this agreement by reference).



# ALL-STAR TRANSPORTATION

146 Huntingdon Avenue, Waterbury, CT 06708  
203-573-0555 phone 203-573-9750 fax

March 26, 2021

Kevin McCaffery  
Director of Purchasing  
235 Grand Street  
Waterbury, CT 06702

Dear Mr. McCaffery,

Thank you for the opportunity to submit a revised, last, best and final cost proposal for special education bus transportation (RFP #6845). When we submitted our revised proposal on March 5, 2021, our lower pricing was obtained by savings that we achieve by using the modifications that we submitted. We did this because the selection committee asked us to find ways to lower the cost. Per your letter to me, it is clear that these modifications are unacceptable to the committee in the RFP process. We have repriced work according to your RFP specifications. We are, however, open to renegotiating any or all of these items in the contract phase, if we are awarded the contract.

Section E is still included at "no charge." If buses have to be added because the program (ECEP) were to change times or school locations which require us to add buses specifically for that, we will charge the City the per bus per day rate in section A. This can be addressed with additional language in the contract.

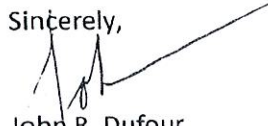
Section F monitor rate is impossible to give the City a yearly rate because we have no idea what the work is. There are no known jobs with students, schools, times or schedules until they happen. This work is a never-ending moving target. This work is sometimes for days, weeks or months and not necessarily for a year. The best, fairest way to price this is hourly and can be determined as jobs happen. Many of these jobs in this section do not require an aide.

The performance bond is shown on the price sheet as a separate one-time charge. If Corporation Counsel determines that a bond is needed, we will provide it and charge the City. If it is not required, we will not charge. We do it this way because in fifteen (15) years of past practice, we have never been required to provide a bond.

All equipment excluding spares per your RFP specification will be 2016 or newer at the beginning of the contract.

Please feel free to contact me with any additional questions after you have reviewed our proposal.

Sincerely,



John R. Dufour  
President

REVISED

3/26/21

ATTACHMENT 3A - PRICE PROPOSAL FORM

Request for Proposal #6845

(with Seatbelts)

	SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, S04 & ECEP	BASIS FOR RATE	SCHOOL YEAR 2021-2022	SCHOOL YEAR 2022-2023	SCHOOL YEAR 2023-2024	SCHOOL YEAR 2024-2025	SCHOOL YEAR 2025-2026
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 65 busses.	70 buses  Daily Charge per Bus  Minium/maximum	*\$348.00	*\$365.00	*\$383.00	*\$402.00	*\$422.00
B.	Same as above, but only one way.	Daily Charge per Bus	\$85.00	\$88.00	\$90.00	\$92.00	\$95.00
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus	\$85.00	\$88.00	\$90.00	\$92.00	\$95.00
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus	\$85.00	\$88.00	\$90.00	\$92.00	\$95.00
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location.	Daily Charge per Bus -- Contractor Provides Fuel	*No Charge Per letter	*No Charge Per letter	*No Charge Per Letter	*No Charge Per Letter	*No Charge Per Letter
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out- of-district, and Waterbury to Waterbury for locations shown in C-20 in Scope of Services.	Daily Charge per Bus <del>XXXXXX</del> Monitor Costs Per Hour	*\$320.00	*\$330.00	*\$340.00	*\$350.00	*\$360.00
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus -- Round Trip including Monitor Costs	*Per Job	*Per Job	*Per Job	*Per Job	*Per Job
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip	No Bid	No Bid	No Bid	No Bid	No Bid

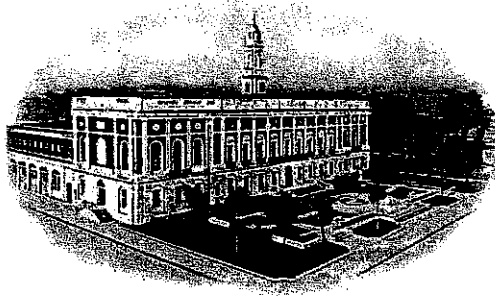
Performance Bond

\$35,000 \$36,000 \$37,000 \$38,000 \$39,000

RFP #6845 - STUDENT BUS TRANSPORTATION SERVICES  
FOR SPECIAL EDUCATION PROGRAM

\* See Modifications/Conditions to Student Bus  
Transportation Services for Special Ed  
Program RFP# 6845

KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**February 2, 2021**

**RFP #: 6845**

**Project Title: RFP Department of Education Student Bus Transportation for Special Education Program**

Please find questions and answers below.

There are several sections in the RFP that reference the City's ability to reject/remove a driver/other personnel: item 23, (c) & (f) on page 6; item 24 on page 7. Please consider adding the following language to each section:

"Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated therein, and shall not be in violation of any federal, state or local law."

The RFP language will stand at this time. At the review and negotiation phase this particular language will be taken into consideration.

Item 28 on page 8 requires the submittal of a listing of all districts served by the contractor for the past 5 years. Please identify the geographic scope of this listing (which could be very large for a national contractor) – Connecticut, or New England, or?

Connecticut

Item 45 on page 10 references the Out of Service %'s for the past year. As the incumbent contractor for Regular Education Transportation the City of Waterbury, can we provide this information for it's Waterbury fleet?

No.

Item C 4 on page 17 references summer school, and states that costs "...will be at the same rate as the preceding school year." However, the example given seems based on the following school year, not the preceding one (summer of 2021 will be the same as 2021-22 school year). Please clarify.

The reference assumes that contract rates in place for a school year should be understood to apply to any summer programming that may occur in June, July or August. New rates in a contract year would be applicable at the start of the next school year.

Do you provide a bid spec (price) page. If so can you please send it to me. Also, do you have current pricing and contractor?

A pricing page was provided with the RFP. The District has current providers for busing services. As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

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Information Needed a. Please provide the most recent contract, any addendums, pricing pages and any other contractual updates with the incumbent. b. What was the total amount the Districts paid to the current contractor for transportation services from July 1, 2018 to June 30, 2019? c. Please provide copies of invoices and detailed billing reports for three months (including activity trips) – suggest January, February and March of 2020. d. What is the District's student transportation budget for the 2020-21 school year?

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Buses a. Please provide a list of the current buses utilized including type, capacity and if there is a wheelchair lift. b. How many buses were utilized on a daily basis prior to Covid? a. Please provide current ride count per route per day. b. Does the District feel the current mix of buses is optimized?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

Routing a. How is routing currently performed? b. What software is utilized? Does the District own that routing software? c. Please provide in excel detailed routing reports. This is very important information to verify how the routes operate. We need a thorough understanding of miles and time for each route. d. Please confirm the District wants the contractor to perform all routing. e. Is there a maximum ride time?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

Item #C 45 references the out-of-service rate to not exceed 10%. Has there been an issue with more than 10% of the buses out-of-service?

No.

Will the District consider Alternate Bids in addition to a Base Bid? There is not a downside to receiving an Alternate Bid, the Districts certainly has the option to reject the Alternate Bid.

Alternate bids will be accepted provided that a base bid consistent with the RFP is submitted. The District reserves it right to consider alternate bids or not in its discretion.

Facility and Parking a. Does the District have any available parking they can lease to a contractor? b. Does the District want the contractor to maintain any white fleet?

No.

Incumbent a. What is the current on-time performance? b. What is the current missed trips performance? c. Have there been driver issues?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

What is the most important priority to the District with this RFP?

Safe, efficient and cost effective transportation for Waterbury students that is compliant with all applicable laws and requirements of the RFP.

Will there be a committee that will evaluate the bids? Will that committee consider interviewing the finalists via Zoom?

Yes. The Committee reserves the right to organize the interview process but Zoom or similar means may be utilized.

Did the District pay the current contractor during COVID school closure? If so, on what basis?

COVID related performance and payments were negotiated consistent with the Governor's Executive Order and the governing contractual provisions.

Can we please get a copy of the current contract and the last three month's of billing? Can the fuel of 70,000 gallons of diesel be used for 70,000 gallons of gas (our Type II buses are gas)? Does the current contract price include fuel? Does the current contract price include the cost for monitors? How many buses are you currently running ? How many monitors are you currently using?

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Diesel fuel should be assumed to be transferrable to other fuel

The RFP includes a base allotment of fuel. Thereafter the contractor is responsible and should price accordingly.

For the Special Education buses per the RFP, each bus requires a monitor. Pricing should be built into the bid. Hourly rates were also requested for review.

Question: Can WE Transport be provided with the current rates paid to the current Contractors for Waterbury BPE for both Regular Ed & Special Ed. Transportation.

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

Does Waterbury BOE provide a current site for the Pupil Transportation carrier and does that site provided with a propane fueling alternative?

No and No.

During the Pandemic under the CRES ACT the State Of Connecticut has provided payment to School Bus Contractors for days that the District operates on a remote basis.

COVID related performance and payments were negotiated consistent with the Governor's Executive Order and the governing contractual provisions. Contract language, governing state requirements and negotiation will dictate any future performance or payments should similar circumstances arise during the term of the contract that is the subject of the RFP.

Will the chosen Contractor be afforded that guarantee for any remote days of operation by Waterbury BOE. Is payment for all transportation services guaranteed for 180 say or 182 days of operation. Can we be provided with the names of the Collective Bargaining Units serving Please clarify Page #8 #30. the school bus company employees?

Contract language, governing state requirements and negotiation will dictate any future performance or payments should similar circumstances arise during the term of the contract that is the subject of the RFP.

As part of this RFP process pricing, specific historical utilization or collective bargaining/bus company employee information will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Question: Buses a. Item #B. 16 requires all buses to be diesel. Please confirm the district only wants bids with diesel powered vehicles vs. clean air options.

Answer:

The District is seeking diesel powered vehicles but clean air options will be considered as alternate responses including propane, electric or other clean air options.

Question: We are interested in submitting a proposal. However, the timeline and information provided is not reasonable or adequate. Normal timeframe for a student transportation RFP of this magnitude is 6 weeks. Please consider extending the due date. Please also extend the due date for questions.

Answer:

The RFP due date will be extended until February 22, 2021 at 10:45am in order to provide all vendors with additional time to submit their proposals.

Question: According to item 37 in the RFP, "All busses and vehicles used for this contract must be 2016 busses." This specification would favor the incumbent. Please reconsider.

Answer:

This will not be reconsidered at this time.

Question: We are a Transportation provider in Business for 27 years, but we have minivans and cars used for special education transportation no buses. We don't have capacity for a large number of students we provide minivans and cars for special ed. Will you utilize more than one company for Special Ed transportation?

Answer:

The District reserves its right to award the services as it deems appropriate pursuant to the RFP and governing authority.

Question: The bid says drivers must have CDL for bus transportation. Were not providing busses, all of our drivers have "V" endorsement which is required by the state of Connecticut for student transportation other than busses. Is this acceptable?

Answer:

Bidders are instructed to follow the requirements in the RFP. Bidders may submit bids that they believe are responsive.

Question: We would like to be able to bid on the following only: ECEP, Waterbury Out of District and One town to another, is this acceptable?

Answer:

Bidders are welcome to bid on the elements of the RFP that they are equipped to fulfill. The District reserves its right to award the services as it deems appropriate pursuant to the RFP and governing authority.

Question: Our insurance carried meets your requirements except the 15,000,000 for umbrella which might be applicable for bus transportation with many children. The Board of Eds we have dealt with in the past and currently are working with require 5,000,000 because of transporting only a small number of students. Would the 5million be acceptable for umbrella?

Answer:

Bidders are instructed to follow the requirements in the RFP, including the stated insurance requirements. Bidders may submit bids that they believe are responsive.

**Thank you.**

**Kevin McCaffery**  
**Director of Purchasing – City of Waterbury**

**REQUEST FOR PROPOSAL #6845**  
**BY**  
**THE CITY OF WATERBURY**  
**Department of Education**  
**Student Bus Transportation Services**  
**for Special Education Program**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified operators to furnish Waterbury Public Schools Student Bus Transportation Service and Equipment for its Special Education Program.

**A. Background and Intent**

Waterbury Public Schools is seeking Student Bus Transportation Services for its Special Education Program as described in the Technical Specifications.

**B. Qualifications**

Eligible proposers will be those operators that have the following qualifications:

1. Eligible service providers must demonstrate at least two years' experience in operating transportation services for a district comparable in size and setting to Waterbury and have all requisite licensing and insurances as those outlined in this Request for Proposal (RFP).
2. A proposer with a proven track record in providing these types of or similar services for municipal school systems.
3. Knowledge of federal and State laws and regulations governing the services outlined in the Technical Specifications.

**C. Scope of Services**

**THE FOLLOWING APPLIES TO ALL THE TRANSPORTATION SERVICES  
REQUIRED IN THIS REQUEST FOR PROPOSAL:**

1. The term of this Agreement shall be July 1, 2021 through June 30, 2026.
2. This Agreement shall include the following documents in addition to these Technical Specifications, Advertisement for Bid, Instructions for Bids, Description of Operation, Contractor's Bid Letter, Equipment Inventory, Bid Sheet submitted by the Successful Contractor.
3. The Contractor shall furnish transportation service and equipment specified herein such service and equipment necessary to perform the required Student Bus Transportation Services specified.
4. Federal and State law requires seatbelts on busses. The CITY desires to seek bids with seatbelts. This is delineated on the Bid Proposal form.

5. Bids shall include the full cost of all services for each year for each school bus or vehicle. In submitting a bid, Bidders are required to state the cost for providing services in all categories as indicated on the Bid Proposal Form.
6. The CITY through the Director of Transportation at the Board of Education or other designee shall solely determine which students are to be transported. The Contractor working under the direction of the CITY through the Transportation Coordinator at the Board of Education or other designee will prepare all school bus routes, school bus trips, location of stops, time schedules, with the CITY retaining the right of final approval. The Contractor has the responsibility for operating and safety procedures. The Contractor will provide the CITY through the Transportation Coordinator at the Board of Education or other designee with access to its routing software and/or other electronic information of each route, stops and list of students assigned to each stop and school bus together with the number of miles for each route and the aggregate mileage for all routes on a monthly basis and/or a computer print- out of such information upon request.
7. The transportation services provided herein shall be jointly established by the CITY through the Transportation Coordinator at the Board of Education or other designee and Successful Bidder, with the City retaining the right of final approval. The CITY through the Transportation Coordinator at the Board of Education or other designee, reserves the right during the term of this agreement to require an increase or decrease in the number of vehicles to be employed by the Contractor in furnishing Transportation Service hereunder, or to vary the number of students to be transported or the length of any individual(s) school bus route(s). In the event of any such variations, the CITY agrees to notify the Contractor in writing of the effective Date of such variations. Compensation for variations in the number of school bus or vehicles will be adjusted in accordance with the prices in the Bid Sheet.
8. If the Contractor shall fail for any reason to perform any of its obligations under and pursuant to this Agreement, and of such failure to perform is not remedied to the CITY's satisfaction within five (5) school days after written notice thereof is sent to the Contractor, the Contractor shall be deemed to be in breach of this Agreement. Upon any such breach the CITY shall have the option of terminating this Agreement by written notice of termination sent to the Contractor via registered mail, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any such item or items, which terminations do not materially adversely affect either the performance of the remainder of the Contractor's obligations under the Agreement or the proper performance of the Transportation Service contemplated by this Agreement, compensation will be adjusted in the accordance with the Contractor's bid proposal form. A second option of any

breach is the CITY shall have the option of withholding the daily cost for such services as needed by written notice.

9. No termination of this Agreement, either partial or complete, shall affect or prejudice any other rights or remedies which the CITY may be pursuant to this Agreement or otherwise. The provisions of this section shall not apply for failure to perform from acts of God, or major disasters declared by the Mayor of the CITY. Further, the Contractor agrees to report without undue delay, both verbally and in written form any special conditions or potential failure or failure to perform any such item or items to the Chief Operating Officer of the Board of Education by such means and timeliness as will enable the CITY and the Contractor to expeditiously correct the condition or respective condition which caused or will cause such failure to perform.
10. Subject to the term of this Agreement, the CITY agrees to pay and the Contractor agrees to accept as full consideration for the performance of the Contractor's obligations hereunder the amount set forth in the Contractor's Bid Sheet. Payment will be made by the CITY monthly for such Transportation Service actually performed for which the Contractor is required. These payments will be made less any penalties for non-performance or Contractor's violation of standards. The Contractor's acceptance of such monthly payments shall release the CITY from all claims and liability to the Contractor under this Agreement for the period for which payment for accepted, barring administrative or clerical errors by the Contractor.
11. No payment made or accepted, however, shall operate as a waiver of CITY's rights or releases the Contractor, its sureties or insurers or assigns from any obligation under this Agreement or any bond insurance policy required by this Agreement.
12. If, in the sole judgment of the CITY, insufficient funds have been appropriated so that no reasonable transportation service may be provided as required by law, the CITY may terminate the entire agreement so that neither the CITY nor the Contractor shall have any future liability or obligation with respect to each other or to the agreement.
13. All transportation services to be provided by the Contractor pursuant to this Agreement, including but not limited to the purchasing, manufacturing, outfitting, repair and maintenance of vehicles, the hiring, licensing, and training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and local laws, rules, regulations and directives including P.A. 07-224 Required School Bus Lettering and the Educational Stability Act.
14. School vehicles and equipment used by the Contractor in the performance of the services required in this Contract shall comply with National School Bus Safety

Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the Contract is signed and as these regulations may be amended from time to time during the term of this Contract. Such vehicles and equipment shall be kept in proper repair and in safe, clean and sanitary conditions. The Operator shall pre-trip each vehicle daily to determine that the brakes, horn, tires, steering apparatus, emergency doors, lights, video equipment and all other equipment are in good condition. The Contractor shall have a system for reporting of defects found by the vehicle operator. School vehicles used to transport children to schools indicated and any other related work that may be awarded to the successful contractor shall at all times during the term of this Agreement strictly comply with the Federal, State, and Local law, rules, regulation and directives.

15. The Contractor shall provide a regular system of inspection and preventive maintenance, and shall keep sufficient standby school vehicles available so as to provide uninterrupted transportation services in accordance with the performance provided hereby. All reports as made to the State shall be submitted to the CITY on the same date of submission to the State.
16. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum the Traffic Control Office will be staffed full time, on site, by: a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and current driver training; a clerical person to handle correspondence and billing; one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor. It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year (**see Attachment 1 – School Hours**).
17. All vehicles shall be properly ventilated, heated, and include air conditioning. An adequate First Aid Kit as required by the State Department of Transportation shall be installed in all vehicles. Changes may be made in the seating arrangement in the accordance with the various needs of the students. The Contractor shall furnish the

CITY through the Transportation Coordinator at the Board of Education or other designee on a monthly basis the actual number of riders carried on any route, the actual time schedule of any route and such other information as the CITY may request.

18. The Contractor shall create and maintain set of COVID protocols and practices for staff and buses which shall be reviewed and approved by the Transportation Coordinator. Such protocols and practices shall be consistent with recommendations from the CDC, State and

Local Health Agencies and industry standards and shall include but not be limited to wellness checks of drivers, mask wearing, social distancing, cleaning and reporting protocols.

19. No vehicle shall carry any commercial advertisement, nor shall any be distributed to passengers unless specifically approved by the CITY. Any and all such revenues generated shall be revenue for the CITY.
20. No passengers other than school student and other authorized persons shall be permitted in any vehicles without specific permission from the CITY, or its Authorized Representative. The Contractor shall advise vehicle driver for the correct passenger list to determine only bona fide riders are on the vehicle per the CITY Authorized Passenger List.
21. All accidents, incidents and delays involving a vehicle or any of its passengers shall be reported immediately by the Contractor to the Transportation Coordinator, Principal, and Superintendent of Schools. If an accident or incident involves a special education student, notification should also be made to the Special Services Department through the Special Education and Pupil Personnel Services Offices. This action shall be followed by a complete written report to the CITY from the Contractor no later than forty-eight (48) hours after the accident/incident has occurred.
22. The Driver shall be authorized to complete discipline reports on students whose behavior is unsafe. Reports are to be submitted to Principal and His Agent, including private schools. The driver/contractor shall not discharge or deny transportation of a student without authorization by the Principal, his/her designee or the CITY. Report forms are the Contractors responsibility.
23. Each driver employed by the Contractor to provide Transportation Service pursuant to this Agreement shall comply federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.

- a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.
- b. The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.
- c. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
- d. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.
- e. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
- f. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.
- g. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
- h. Drivers shall not leave a bus unattended at any time when children are on board.
- i. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
- j. Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive prior to school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.
- k. Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.
- l. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are on board.
- m. Drivers shall not have food or drink, etc. on the bus while children are on board.

- n. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.
  - o. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.
  - p. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run drivers are to perform a post-run check to ensure that no students or their possessions remain on the vehicle.
  - q. The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints and other problems normally related to a program of pupil transportation can be efficiently and effectively provided for.
  - r. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.
  - s. The Contractor shall maintain a list of all drivers. This list shall contain drivers' names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.
  - t. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (1) time a year a complete list of all drivers with a copy of the results of criminal record or motor vehicle record must be submitted to the Superintendent of Schools or designee. One such list shall be submitted to the Superintendent of Schools or designee no later than August 15th of each year and upon request by the Board.
24. The CITY maintains the right to require removal from CITY of Waterbury's Service any driver who, in the opinion of the CITY, is unqualified or unsuitable to operate a School Vehicle pursuant to this Contract.
25. This Agreement and the provisions herein contained shall not be assigned or otherwise transferred either wholly or in part by the Contractor without the prior written approval of the CITY.
26. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Connecticut.
27. All notices, consents and other communications required to be given hereunder shall, except as otherwise specifically provide herein, be in writing and delivered to the respective addresses of the parties as set forth herein or to such other address as the parties may hereafter designate in writing.

28. Bidders shall be experienced in the work to be performed and the student to be serviced and have or be able to obtain necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. More than one bid from an individual, a Contractor or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any contractor is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such contractor is interested. Any or all bids in which such contractor is interested will be rejected if there is reason for believing that collusion exists among the contractors and all participants in such collusion will not be considered in future bids for the same work. The Board of Education, in determining the successful contractor, may consider in addition to price, the experience of the contractor, the sufficiency of the financial resources of the contractor and the reputation of the contractor for ability, integrity, judgment and performance, as well as the ability of the contractor to provide future services. All contractors must supply with this bid a listing of all school districts that the contractor has contracted for school bus service with during the past five-year period.
29. Twice yearly the Contractor shall conduct emergency evacuation drills for all students in the K-12 grades covered by the Agreement. The Contractor shall supply to all schools written and/or printed material dealing with school bus safety for in-school and home education for the students.
30. This Contract shall apply to all days when school is in session. The minimum number of school days is currently 182. Transportation services may be required for summer school programs, extended summer school programs. Dismissal times for school will vary and there are after- school and extended -day programs. During adverse conditions or emergency situations, the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days or other days as may be permitted by the Commissioner of Education or other authority. In the event of such days being exercised the CITY reserves the right to not utilize Transportation services on such days.
31. The children must be delivered to their schools prior to Board approved opening and picked up at the schools at approved closing times. The Contractor agrees that in no event will student be dropped off at any school more than thirty (30) minutes prior to the schools starting time or more than fifteen (15) minutes after the close of school. Late charges shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator. Upon receipt of such notice, the Contractor shall have five (5) working days to make any corrections prior to being charged.

32. As a condition of employment, all drivers shall pass a complete physical examination yearly, included in which applicant is required to pass a drug/alcohol screening test prior to employment. All drivers must complete alcohol/drug screening prior to the start of every school year. The Contractor shall provide the CITY with its rules and regulations regarding screening for employees. The fee for any and all testing shall be borne by the Contractor.
33. The Contractor shall subject all prospective drivers to criminal and reference checks and shall not employ drivers who have been assessed by the State Department of Motor Vehicles more than five points on his/her license during the length of the Contract. The Contractor will check the driving record of all drivers at the start of each school year.
34. All information relating to driver histories/performance shall be made available to the Superintendent of Schools or his Agent. The Superintendent of Schools shall designate such Agent in writing as required by the Notice section.
35. The Contractor will employ the necessary mechanics to maintain school busses. All records as they apply to school bus maintenance shall be kept on file and made available to the CITY upon request.
36. All school busses used to fulfill the terms of these specifications and the Contract shall be registered, garaged, serviced, taxed and operated in the CITY.
37. All busses and vehicles used for this contract must be no more than five (5) model years old during any year of the contract.
38. All vehicles shall be ready for use by July 1, 2021.
39. The Contractor must arrange to have all vehicles inspected by the Department of Motor Vehicle as required, and notify the Education Transportation Coordinator when such inspections are in process so that the Board may be represented at the time. At any time during the Contract, the School Administration through the Transportation Coordinator at the Board of Education or other designee shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repair or additions to the mechanical equipment of the Contractor.
40. The CITY may require the Contractor to discontinue the use of any school bus which in the judgment of the Board of Education or its Agent, is hazardous, mechanically defective, or subject to frequent breakdowns or delays. In the event that the Board of Education shall order the discontinuance of any school bus, the Contractor shall forthwith replace said school bus with another school bus, which is capable of fulfilling the requirements of the Contractor and CITY.

41. The Contractor shall provide the CITY's Transportation Coordinator, one two-way hand held radio, for direct contact with the school bus company's dispatch office or drivers. Contractor shall also provide and install a direct phone line to the School Bus Company from the CITY's Transportation Coordinator's Office.
42. The successful contractor should supply the CITY with (360) hours of school busses per school year, to be assigned by the CITY as needed, at no cost.
43. The Contractor shall cooperate with the CITY to maintain a good transportation public relations program.
44. The Contractor shall provide appropriate housing for, and state of the art video camera(s), for the entire fleet of school busses and vehicles used to transport students. All buses must be equipped with four point (Front, rear, stairwell, exterior) digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The District requires a Wireless Seon Smart Reach Mobile Surveillance system or comparable type equipment. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The system must be equipped with Day/Night cameras. The Contractor shall also make available software for viewing, playback and event searching by District personnel. All cameras use and video viewing shall be consistent with the policies and procedures as established by the District. Inoperable cameras shall be subject to charges which shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.
45. Bidders must warranty that their bus fleet out-of-service rate does not exceed 10% for the time period of one year from the date of this Bid Specification.
46. The Contractor shall appoint as his representative a qualified person, who will have general and overall supervision of the vehicles operating under this contract. The appointed person shall be available to the representative of the Board of Education at all times during the transportation and school hours of each school day when school is in session.
47. The driver of any vehicle transporting school children under consideration must possess a C.D.L. certification, and is in complete charge of the vehicle and of the children being transported during the time that these children are in his care. As such, he is responsible for their welfare. He should be courteous and professional with all children as is customary within the schools to control the actions of school children aboard his vehicle. The discipline of a child on the vehicle will be in accordance with

Connecticut General Statute's 53A-18 and as may be amended from time to time, the Rules and Regulations of the Board of Education, and City of Waterbury. The driver will report the names of pupils, who display unsafe behavior or cannot be managed to the Principal of the school. During the time that the vehicle is in use for the operation of the contract, the driver shall not at any time transport any person other than children whom he is responsible unless he has received written approval from the Superintendent of Schools or his agent, that such person is authorized or permitted to ride on the vehicle. All vehicles and drivers must be available for early closing of schools.

48. The Contractor shall provide training for all new driver applicants, said training to include classroom and on-road, prior to applying for a State of Connecticut Public Service License. The combination of classroom and/or road training shall be, at a minimum, forty hours. Experienced drivers who have held a Public Service License during the preceding year shall be required to attend an eight-hour refresher course included in which shall be an on-road proficient requirement. For drivers of special education children, training shall include transportation issues with children with disabilities.
49. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. Contractor shall provide access to this system to up to the Director of Transportation at the Board of Education and up to two additional CITY representatives upon request.
50. Parent on-line GPS access for busses shall be made available through the District website.
51. A listing of Waterbury Public Schools is attached, and includes the address, Principal's name and telephone number (see **Attachment 2 – Listing**). However, it is anticipated that during the term of any Contract for transportation services, the number and address of schools will change. New public and/or private and/or Charter schools may open, schools may close. If awarded a contract, transportation services shall be provided to any school within the City boundaries for the provided in the Bid Form, regardless of the opening and closing hours of the school.

#### **D. TECHNICAL SPECIFICATIONS**

##### **A. SPECIAL EDUCATION BUSSING**

1. The Contractor shall give the Parent/Guardian of the child to be transported a telephone number and time to notify the Contractor (or his driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply Parent/Guardian an estimated pickup time schedule and estimated afternoon return schedule.

2. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather, or other emergencies when necessary and/or as may be approved for virtual learning days. All vehicles, drivers, and aides must be available for early closings of schools.
3. Contractor will maintain an on-time pick-up and delivery schedule. It is expected that the student length of time on the vehicle will be reasonable in nature. Any student whose time on the vehicle is disruptive or disagreeable to parent/guardian shall be evaluated and adjustments made where warranted.
4. Bids must be based on a flat rate per day basis (**see Attachments 3 – Price Proposal Form**). The billing voucher shall reflect the attendance by date. Charges for work covered by this contract will be invoiced separately from charges for other service, which may be provided by the Contractor under other contracts or purchase orders. The Contractor shall furnish the City at any time requested, but not less than monthly, the actual time schedule of any route and such other information as the City may request.
5. Bids should be based on providing One-Type 1 School Bus and One-Type 2 School Bus or two passenger vans.
6. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.
7. Each vehicle during the period of this contract is to be maintained at a level of safety, appearance and reliability suitable to the CITY and its Board of Education. The Superintendent of Schools reserves the right to demand replacement vehicles failing to meet those specifications.

**B. SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504**

1. This section encompasses transportation of medically fragile and special needs students from Waterbury to Out-of-Town, or Out-of-Town to Waterbury, or Out-of-Town other than Waterbury. See Bid Proposal Form for form of bid.
2. For Information Only - The number of pupils per day requiring special transport within Waterbury during the 2021-2026 school year is expected to range from 900 to 1,200.
3. The CITY will provide 75,000 gallons of diesel to operate all vehicles under this section. Excess fuel cost (over the 75,000 gallons) shall be paid by the Contractor. A fuel monitor's report is to be forwarded to the School Business Office monthly.

4. Special Education bussing may include school children, who have been identified by the Planning and Placement Team (PPT) and others who require other than regular district transportation as contemplated in the previous section.
5. All bids shall include provisions for door to door school transportation of special needs school children determined by the Superintendent of Schools or her agent to be eligible for transportation service.
6. The Contractor shall give the parent/guardian of each child to be transported a designated telephone number and time to notify the Contractor (or his driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply parent/guardian an estimated pickup time schedule.
7. A daily record of attendance shall be kept by the driver(s), copy of which, along with a monthly summary, shall be submitted to the principal of each school, the Transportation Supervisor and the Special Education and Pupil Personnel Supervisor(s) Office. Within five (5) working days, the principal or his agent shall verify attendance, sign and return to the Contractor and the School Business Office.
8. Pupils attending work study sites, field trips, etc. according to a PPT/IEP, will be subject to a rate per hour charge. There will be no per student charge for extra runs.
9. Transportation is to be furnished by available specified vehicles of sufficient capacity, without crowding or overloading, and it shall be understood that some vehicles may be required to transport only one student. All vehicles shall be equipped and maintained in accordance with the laws of the Federal Government, State of Connecticut, Department of Motor Vehicles, and shall comply with all statutes, ordinances, rules and regulations now in force or from time to time adopted and approved by the State Board of Education and the Waterbury Board of Education, which are accepted by the Motor Vehicle Department of the State of Connecticut effective July 1, 2021 through June 30, 2026. This includes safety and restraint equipment and other directives that may be included in the student's individual education and behavior plan.
10. The driver and the required attendant/aide of any vehicle transporting special needs children shall, in the process of transporting, be fully aware of and give due consideration to the particular disabilities and limitations of the school children under their care. The Contractor shall employ on a full time basis a qualified Supervisor to oversee safety and training of drivers and attendants. The Contractor will institute a continuing program of Driver Safety and instruction in accordance with requirements set by the State of Connecticut Department of Motor Vehicles and local requirements that may be developed by the Waterbury Board of Education.
11. It shall be understood that the primary obligation for driver and attendant that instruction and supervision rest with the Contractor. The Contractor shall avail the attendants of an ongoing training program designed to upgrade the attendant's

knowledge and skills as it related to the special needs students. The proper procedures regarding the use of all safety equipment, restraint devices, lift, car seats and wheelchairs, shall be part of the attendant's ongoing training.

12. Each vehicle transporting special needs children shall be staffed on every trip with a driver and an attendant/aide. The attendant/aide shall sit in close proximity to the student and is responsible for supervising and monitoring student behavior.
13. The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs at the Discretion of the Transportation Coordinator. Bus aides shall be screened and selected in the same manner as drivers, including fingerprint checks and drug testing. The Contractor shall also provide training in the care and handling of children with special needs. Bus aides shall also comply with all of the rules and regulations as bus driver. The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.
14. Contractor should anticipate the need for, and have available, and be able to use, vans or busses capable of transporting students in wheelchairs; seatbelts, restraints, booster or built in seats, special harnessed and any other equipment that could be needed to transport a special needs or medically fragile student(s).
15. The Contractor is to be notified when schools are to be closed because of weather or other conditions which may arise. This agreement will include not less than 180 days of school per contract year. The successful bidder will also make available vehicles to be used during the months of June, July and August of each bid year for the transportation of students attending classes or programs during those months, depending on the school's schedule.
16. Upon the date the contract becomes effective, the Contractor shall provide the following vehicles:
  - a. Approximately nineteen (19) 2016 or newer transit style, rear engine diesel, air brake, fifty-four (54) passenger busses, at least two of which shall be equipped with a wheelchair lift and/or wheel chair access.
  - b. Approximately eight (8) 2016 or newer Type I w/c lift equipped, diesel 10+2 passenger bus.
  - c. Approximately eleven (11) 2016 or newer Type II w/c lift equipped, diesel. Twenty-six (26) passengers and four (4) wheelchairs.
  - d. Approximately twenty-one (21) 2016 or newer Type II diesel twenty (20) passenger busses.

This information is based on current fleet utilization and is subject to change depending on enrollment and the needs of students as indicated in specifications.

17. All busses including spares shall be equipped with FM 2-way radios on the Emergency School Bus Band. One spare bus of each Type and seating capacity referenced in Section 1: A through D, shall be provided. Spare busses and route busses shall meet all requirements as set forth in accordance with the work described in these specifications.
18. All busses including spares shall be equipped with restraining devices, seatbelts, and car seats in addition to video cameras, GPS and the radios specified elsewhere in this document. Aides or medically trained personnel accompany children, sit with them and properly supervise them.
19. The numbers of vehicles specified above are estimates. The exact number of vehicles necessary to adequately perform the contract shall be the sole responsibility of the contractor and shall be provided in accordance with the rate paid to the contractor pursuant to the selected bid. In addition to the above fleet, the contractor shall provide emergency vehicles for unexpected situations and school hours of the various building involved.
20. Since the contract provisions are for door to school transportation, a tentative list of addresses of children to be transported is available, with a list of locations the children are to be bussed to. The bidder should ascertain their equipment needs as a result of studying this list and in conformity with school hours of the various building involved.
21. Following is a current list of students being transported to or from locations other than our public schools.

<b>FACILITY</b>	<b>ADDRESS</b>	<b># OF STUDENTS</b>
ACES Mill Academy	205 Skiff Street, Hamden, CT 06517	4
ACES Mill Road	295 Mill Road, North Haven, CT 06473	4
ACES Village School	31 Temple Street, North Haven, CT 06473	4
ACES Whitney Academy	130-A Leeder Hill Drive, Hamden, CT 06517	1
ACES Whitney North	130-B Leeder Hill Drive, Hamden, CT 06517	2
American School for the Deaf	139 North Main Street, West Hartford, CT 06107	6
Adelbrook	60 Hicksville Road, Cromwell CT 06416	-
Adelbrook	21 Church Street, East Hartford, CT 06108	-
Benhaven Academy & Social Learning Center	50 North Plains Highway, Wallingford, CT 06492	2

<b>FACILITY</b>	<b>ADDRESS</b>	<b># OF STUDENTS</b>
Boys & Girls Village, Inc.	2457 East Main Street, #3A, Waterbury, CT 06705	-
CCCD	95 Wolf Harbor Road, Milford, CT 06461	1
Gengras Center	1678 Asylum Avenue, West Hartford, CT 06117	1
High Road of Wallingford	33 Village Lane, Wallingford, CT 06492	6
High Road Academy, Best Program	29 Village Lane, Wallingford, CT 06492	-
Intensive Education Academy	840 North Main Street, West Hartford, CT 06117	1
Klingberg Family Centers	370 Linwood Street, New Britain, CT 06052	4
Oak Hill School	150 Northwest Drive, Plainville, CT 06062	-
St. Vincent Special Needs	95 Merritt Boulevard, Trumbull, CT 06611	1
Solterra Academy	300 John Downey Drive, New Britain, CT 06051	-
Stonington Institute	75 Swantown Hill Road, North Stonington, CT 06359	1
New Hope Manor, Inc.	48 Hartford Road, Manchester, CT 06040	1
Village for Children & Families, Inc.	1680 Albany Avenue, Hartford, CT 06105	1
Wheeler Clinic	91 Northwest Drive, Plainville, CT 06062	4
CREC – Riverstreet School	601 River Street, Windsor, CT 06095	1

22. The term for the transportation of students with attending the schools above will be September 1, 2021 through June 30, 2026.

#### C. DRIVER AND ATTENDANT QUALIFICATIONS, DUTIES & RESPONSIBILITIES

1. All drivers and attendants assigned to transport special needs pupils included in this Contract shall have such knowledge and understanding of the sensitivity for the care and
2. handling of special needs children as is necessary for their safe transportation and including life devices and transfer techniques. No child should be dropped off if there is no adult supervision present at the drop off site to greet the child. This requirement is necessary because many of these pupils are unable to assume responsibility for their own care and safety and because many have serious physical defects requiring special handling. Drivers and attendants shall follow the direction of the school or special services department in the manner children are supervised during transportation and follow any behavior or education plans when the CITY determines that they apply.
3. CITY may require, on short notice, medically trained personnel, such as an Emergency Medical Technician (EMT), to accompany a driver on specific bus routes. Upon

requests, Contractor must have the ability to accommodate a requirement for medically trained personnel to accompany a child when transportation is provided.

4. At the option of the City of Waterbury, the successful bidder will also make available vehicle(s) to be used during the months of July and August of each year for the transportation of summer students depending on the school's schedule (if any). The cost of this transportation will be at the same rate as the preceding school year. For example, the summer of 2021 cost will be the same as 2021-2022 school year.
5. The Special Education and Pupil Personnel Supervisor(s) Office or his/her agent has the right to change schools and school hours of a given student. Bidders should be aware that a student address may be tentative and subject to change and transportation requirements may also be changed or eliminated. This is due in large part to the unpredictability and various needs of students.
6. Contractor must satisfy himself by personal investigation of the areas served, and a study of the opening and closing hours of the various schools as to the length and number of runs necessary, and the amount and type of equipment required to supply the transportation called for in complete and satisfactory manner and in accordance with the specifications, and shall not at any time claim that there was any misunderstanding in regard to the amount and nature of the services to be rendered.

#### D. EARLY CHILDHOOD EDUCATION PROGRAM

1. The chosen Contractor will provide round trip transportation to and from school for children in the Early Childhood Education Program (ECEP).
2. The CITY shall provide 20,000 gallons of fuel to operate all vehicles under this agreement for the round trip transportation of children in the ECEP. Excess fuel cost (over 20,000 gallons) shall be paid by the Contractor. A fuel monitor's report is to be forwarded to the School Business Office monthly.
3. The type of vehicle to be used is a Type 2 School Bus or passenger van. Each vehicle must meet all the requirements of the federal government and statutes of the State of Connecticut regulating the transportation of school children. In addition, the vehicles must meet all conditions prescribed by the Connecticut Department of Motor Vehicles for such vehicles operated on the highways of Connecticut in the course of transporting school children, effective, July 1, 2021.
4. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.
5. An aide is required to ride with the students on the bus in the ECEP.

#### **E. AGREEMENT PERIOD**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for five years beginning on July 1, 2021 through June 30, 2026.

#### **F. GENERAL INFORMATION**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Not Applicable.
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in **Attachment A - Contract Compliance Packet**.
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on January 29, 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by February 2, 2021 at 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

#### **G. MANAGEMENT**

Any contract or purchase order resulting from this RFP will be managed by the Department of Education.

#### **H. CONDITIONS**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the CITY.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of ninety days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. **See Attachment B – Sample Contract.**
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **I. Submittal Requirements & Required Format**

**Option #1** - uploading electronic documents per below instructions **no later than at 10:45 AM on February 8, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury – Request for Proposal #6845 1-25-2021 Student Bus Transportation for Special Education Program category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at:  
<https://waterburyct.procureware.com/register>

**Option #2** – One original (clearly identified as such) and seven (7) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at

the following address no later than 10:45 AM on February 8, 2021 (no Proposals received after that time shall be considered):

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
  - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
  - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    - i. Organization name and the name, title, address and telephone number of a responsible contact person.

- ii. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- iii. For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
  - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
  - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **J. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

#### **K. Rights Reserved to The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

#### **L. Federal, State and Local Employment Requirements – Not Applicable**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

#### **M. State Set-Aside Requirements – Not Applicable**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

## **N. Insurance Requirements**

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" VIII.

		Minimum Limits
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate (per Project Aggregate)	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$5,000,000
Umbrella (Excess Liability)	Each Occurrence	\$15,000,000
	Aggregate	\$15,000,000
Abuse & Molestation	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

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

Workers' Compensation And Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to City of Waterbury prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury.

## **O. Performance and Payment Bond**

Contractor/Vendor shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Contractor/Vendor will send a separate invoice to the City for the yearly bond amount per the Contractor/Vendor's Modifications/Conditions specified in the bid response by September 1 of each year.

# ATTACHMENT 1 –SCHOOL HOURS

<b>WATERBURY PUBLIC SCHOOLS - SCHOOL HOURS</b>		
<small>Revised August 23, 2013</small>		
<b>SCHOOL NAME</b>	<b>REGULAR HOURS</b>	<b>PLANNED/WEATHER/ EMERGENCY DISMISSAL</b>
<b>HIGH SCHOOLS</b>		
Crosby	7:20 am – 1:50 pm	7:20 am – 11:00 am
Kennedy	7:20 am – 1:50 pm	7:20 am – 11:00 am
Wtby Arts Magnet	7:25 am – 1:55 pm	7:25 am – 11:05 am
Wtby Career Academy	7:20 am – 1:50 pm	7:20 am – 11:00 am
Wilby	7:20 am – 1:50 pm	7:20 am – 11:00 am
<b>MIDDLE SCHOOLS</b>		
North End	7:50 am – 2:20 pm	7:50 am – 11:30 am
Wallace	7:50 am – 2:20 pm	7:50 am – 11:30 am
West Side	7:50 am – 2:20 pm	7:50 am – 11:30 am
<b>ELEMENTARY SCHOOLS</b>		
Bucks Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Bunker Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Carrington	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Chase	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Cross, Wendell	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Driggs	8:05 am – 2:20 pm	8:05 am – 11:30 am
Duggan	8:05 am – 2:20 pm	8:05 am – 11:30 am
General	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Gilmartin	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Hopeville	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Kingsbury	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Maloney	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Reed	8:35 AM – 2:50 pm	8:35 am – 12:00 pm
Regan	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Rotella	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Sprague	8:05 am – 2:20 pm	8:05 am – 11:30 pm
Tinker	8:05 am – 2:20 pm	8:05 am – 11:30 am
Walsh	8:35 am – 2:50 pm	8:35 am – 12:00 pm
Washington	8:05 am – 2:20 pm	8:05 am – 11:30 am
Wilson	8:35 am – 2:50 pm	8:35 am – 12:00 pm
<b>PROGRAMS</b>		
Academic Academy (at	7:50 am – 2:20 pm	7:50 am – 11:30 am
Bucks Hill Pre-K	9:00 am – 3:00 pm	9:00 am – 10:30 am
AM Session	9:00 am – 11:30 am	9:00 am – 10:30 am
PM Session	12:30 pm – 3:00 pm	No PM Classes
Enlightenment	7:30 am – 1:35 pm	7:50 am – 11:30 am
Excel	9:00 am – 1:00 pm	9:00 am – 11:30 am
State Street	7:30 am – 1:35 pm	7:50 am – 11:30 am
<b>NON-PUBLIC SCHOOLS</b>		
Alpha & Omega Academy	8:00 am – 3:00 pm	Dismissal at 12:30 pm
	Friday 8:00 am – 2:00 pm	
Catholic Academy of Waterbury	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Brass City Charter	7:30 am – 4:00 pm	7:30 am – 12:30 pm
Chase Collegiate	8:00 am – 3:20 pm	Dismissal at 12:30 pm
Children's Community	9:05 am – 3:20 pm	Dismissal at 12:30 am
Holy Cross High School	7:30 am – 1:45 pm	Dismissal at 10:30 am
Kaynor Technical	7:25 am – 2:20 pm	Dismissal at 11:00 am
Our Lady of Mount Carmel	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Sacred Heart High School	7:30 am – 1:30 pm	Dismissal at 10:30 am
Sacred Heart Middle School	9:05 am – 3:20 pm	9:05 am – 12:30 pm
Yeshiva Bais Yaakov (Girls HS)	9:00 am – 4:00 pm	Dismissal at 12:30 pm
Yeshiva Gedolah (Boys HS)	9:00 am – 4:00 pm	Dismissal at 12:30 pm
Yeshiva K'Tana (Elementary)	9:00 am – 4:00 pm	Dismissal at 12:30 pm

## ATTACHMENT 2 - LISTING

<b>ELEMENTARY SCHOOLS</b>			
<b>School Name</b>	<b>Principal</b>	<b>School Address</b>	<b>Phone Number</b>
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Linda Leyhow	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Cross, Wendell (temporary)	Ms. Debra Ponte	29 John Street, 06708	203-574-8171
Cross, Wendell (permanent)	Ms. Debra Ponte	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Michael Theriault	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Mrs. Kathy Daversa	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Christina Moore	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Erika Lanza	2 Cypress Street, 06706	203-574-8173
Kingsbury	Mr. Erik Brown	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Ms. Donna Cullen	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Diurca Tomasella	33 Griggs Street, 06704	203-574-8180
Regan	Ms. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Ms. Robin Henry	380 Pierpont Road, 06705	203-574-8168
TBD/SS Peter & Paul	To be determined	116 Beecher Avenue, 06705	203-755-0881
Sprague	Mrs. Diane Bakewell	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Ms. Imani Jones	809 Highland Avenue, 06708	203-574-8186
Walsh	Mrs. Ellen Paolino	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Ms. Jennifer Rosser	235 Birch Street, 06704	203-573-6660
<b>MIDDLE SCHOOLS</b>			
<b>School Name</b>	<b>Principal</b>	<b>School Address</b>	<b>Phone Number</b>
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120
<b>HIGH SCHOOLS</b>			
<b>School Name</b>	<b>Principal</b>	<b>School Address</b>	<b>Phone Number</b>
Crosby	Ms. Cathleen Newmark	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Mr. Nicholas Albini	16 South Elm Street, 06706	203-573-6300
Wtby. Career Academy	Mrs. Jade Gopie	175 Birch Street, 06704	203-574-6000
Wilby	Dr. Michelle Baker	568 Bucks Hill Road, 06704	203-574-8100
<b>PROGRAMS</b>			
<b>School Name</b>	<b>Principal</b>	<b>School Address</b>	<b>Phone Number</b>
Enlightenment	Mr. Richard Arroyo	30A Church Street, 06702	203-574-8050
State Street	Mrs. Lisa Ariola- Simoes	54 Griggs Street, 06704	203-574-8028
Early Childhood (ECEP)	Mrs. Maureen Bergin	1443 Thomaston Avenue, 06704	203-573-8025

## ATTACHMENT 3A – PRICE PROPOSAL FORM

### Request for Proposal #6845

(with Seatbelts)

	<b>SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN &amp; OUT OF TOWN, SAFE HOME, 504 &amp; ECEP</b>	<b>BASIS FOR RATE</b>	<b>SCHOOL YEAR 2021-2022</b>	<b>SCHOOL YEAR 2022-2023</b>	<b>SCHOOL YEAR 2023-2024</b>	<b>SCHOOL YEAR 2024-2025</b>	<b>SCHOOL YEAR 2025-2026</b>
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 65 busses.	Daily Charge per Bus					
B.	Same as above, but only one way.	Daily Charge per Bus					
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus					
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus					
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location.	Daily Charge per Bus – Contractor Provides Fuel					
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out-of-district, and Waterbury to Waterbury for locations shown in C-20 in Scope of Services.	Daily Charge per Bus including Monitor Costs					
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus – Round Trip including Monitor Costs					
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip					

## **ATTACHMENT A – COMPLIANCE PACK**

- 1. ANNUAL STATEMENT OF FINANCIAL INTERESTS**
- 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION**
- 3. CORPORATE RESOLUTION**
- 4. LIMITED LIABILITY COMPANY RESOLUTION**
- 5. DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS**

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

# CITY OF WATERBURY

## ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020) Persons or Entities Conducting Business with the City

### II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with  
Financial Interest

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

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*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

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Print Name and Title of Authorized Representative:

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Signature of Authorized Representative:

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Date:

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## CORPORATE RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_ Corporation, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

\*\*\* This is a sample of a Corporate Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

**LIMITED LIABILITY COMPANY RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Manager/Member

\*\*\* This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

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

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

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

State of \_\_\_\_\_

SS: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** \_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the Contractor that has submitted the attached agreement.
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
  - \_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - \_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - \_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

## CITY OF WATERBURY

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

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

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
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				
2				
3				
4				

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Attest (Witness)

(Corporate Principal – Printed Name)

(Business Address)

Affix  
Corporate  
Seal

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

(Title)

State of \_\_\_\_\_ )

) SS (Date)

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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_.

## **ATTACHMENT C – PURCHASING STATEMENT**

## ATTACHMENT C

**KEVIN MCCAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Business Address: \_\_\_\_\_  
(City, State, Zip Code)

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

# **All-Star Transportation**

146 Huntingdon Avenue  
Waterbury, CT 06708  
(203) 573-0555

Copy of Original Bid



The first company to operate the environmentally friendly  
propane powered BlueBird Vision in the State of  
Connecticut.

“The **LEADER** in School Bus  
Transportation”



February 22, 2021

City of Waterbury  
Attention: Mr. Kevin McCaffery  
Director of Purchases  
235 Grand Street  
Waterbury, CT 06702

Dear Mr. McCaffery,

All-Star Transportation is pleased to offer the following bid for the City of Waterbury school transportation contract. Our company is operated by our family, with which we have a long history of transporting students for the City. We are also your current provider for in district as well as out of district transportation for your special needs student population. We continue to have the expertise and experience to operate your transportation services required by the City and will be prepared to be operating for July 1, 2021.

Please contact me at any time if you should you have any questions regarding our proposals and/or our company. All-Star Transportation looks forward to providing the safety transportation for the City of Waterbury.

Sincerely,

John R. Dufour  
President

**REQUEST FOR PROPOSAL #6845**

**BY**

**THE CITY OF WATERBURY**

**Department of Education**

**Student Bus Transportation Services  
for Special Education Program**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified operators to furnish Waterbury Public Schools Student Bus Transportation Service and Equipment for its Special Education Program.

**A. Background and Intent**

Waterbury Public Schools is seeking Student Bus Transportation Services for its Special Education Program as described in the Technical Specifications.

**B. Qualifications**

Eligible proposers will be those operators that have the following qualifications:

1. Eligible service providers must demonstrate at least two years' experience in operating transportation services for a district comparable in size and setting to Waterbury and have all requisite licensing and insurances as those outlined in this Request for Proposal (RFP).
2. A proposer with a proven track record in providing these types of or similar services for municipal school systems.
3. Knowledge of federal and State laws and regulations governing the services outlined in the Technical Specifications.

**C. Scope of Services**

**THE FOLLOWING APPLIES TO ALL THE TRANSPORTATION SERVICES  
REQUIRED IN THIS REQUEST FOR PROPOSAL:**

1. The term of this Agreement shall be July 1, 2021 through June 30, 2026.
2. This Agreement shall include the following documents in addition to these Technical Specifications, Advertisement for Bid, Instructions for Bids, Description of Operation, Contractor's Bid Letter, Equipment Inventory, Bid Sheet submitted by the Successful Contractor.
3. The Contractor shall furnish transportation service and equipment specified herein such service and equipment necessary to perform the required Student Bus Transportation Services specified.
4. Federal and State law requires seatbelts on busses. The CITY desires to seek bids with seatbelts. This is delineated on the Bid Proposal form.

5. Bids shall include the full cost of all services for each year for each school bus or vehicle. In submitting a bid, Bidders are required to state the cost for providing services in all categories as indicated on the Bid Proposal Form.
6. The CITY through the Director of Transportation at the Board of Education or other designee shall solely determine which students are to be transported. The Contractor working under the direction of the CITY through the Transportation Coordinator at the Board of Education or other designee will prepare all school bus routes, school bus trips, location of stops, time schedules, with the CITY retaining the right of final approval. The Contractor has the responsibility for operating and safety procedures. The Contractor will provide the CITY through the Transportation Coordinator at the Board of Education or other designee with access to its routing software and/or other electronic information of each route, stops and list of students assigned to each stop and school bus together with the number of miles for each route and the aggregate mileage for all routes on a monthly basis and/or a computer print- out of such information upon request.
7. The transportation services provided herein shall be jointly established by the CITY through the Transportation Coordinator at the Board of Education or other designee and Successful Bidder, with the City retaining the right of final approval. The CITY through the Transportation Coordinator at the Board of Education or other designee, reserves the right during the term of this agreement to require an increase or decrease in the number of vehicles to be employed by the Contractor in furnishing Transportation Service hereunder, or to vary the number of students to be transported or the length of any individual(s) school bus route(s). In the event of any such variations, the CITY agrees to notify the Contractor in writing of the effective Date of such variations. Compensation for variations in the number of school bus or vehicles will be adjusted in accordance with the prices in the Bid Sheet.
8. If the Contractor shall fail for any reason to perform any of its obligations under and pursuant to this Agreement, and of such failure to perform is not remedied to the CITY's satisfaction within five (5) school days after written notice thereof is sent to the Contractor, the Contractor shall be deemed to be in breach of this Agreement. Upon any such breach the CITY shall have the option of terminating this Agreement by written notice of termination sent to the Contractor via registered mail, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any such item or items, which terminations do not materially adversely affect either the performance of the remainder of the Contractor's obligations under the Agreement or the proper performance of the Transportation Service contemplated by this Agreement, compensation will be adjusted in the accordance with the Contractor's bid proposal form. A second option of any

breach is the CITY shall have the option of withholding the daily cost for such services as needed by written notice.

9. No termination of this Agreement, either partial or complete, shall affect or prejudice any other rights or remedies which the CITY may be pursuant to this Agreement or otherwise. The provisions of this section shall not apply for failure to perform from acts of God, or major disasters declared by the Mayor of the CITY. Further, the Contractor agrees to report without undue delay, both verbally and in written form any special conditions or potential failure or failure to perform any such item or items to the Chief Operating Officer of the Board of Education by such means and timeliness as will enable the CITY and the Contractor to expeditiously correct the condition or respective condition which caused or will cause such failure to perform.
10. Subject to the term of this Agreement, the CITY agrees to pay and the Contractor agrees to accept as full consideration for the performance of the Contractor's obligations hereunder the amount set forth in the Contractor's Bid Sheet. Payment will be made by the CITY monthly for such Transportation Service actually performed for which the Contractor is required. These payments will be made less any penalties for non-performance or Contractor's violation of standards. The Contractor's acceptance of such monthly payments shall release the CITY from all claims and liability to the Contractor under this Agreement for the period for which payment for accepted, barring administrative or clerical errors by the Contractor.
11. No payment made or accepted, however, shall operate as a waiver of CITY's rights or releases the Contractor, its sureties or insurers or assigns from any obligation under this Agreement or any bond insurance policy required by this Agreement.
12. If, in the sole judgment of the CITY, insufficient funds have been appropriated so that no reasonable transportation service may be provided as required by law, the CITY may terminate the entire agreement so that neither the CITY nor the Contractor shall have any future liability or obligation with respect to each other or to the agreement.
13. All transportation services to be provided by the Contractor pursuant to this Agreement, including but not limited to the purchasing, manufacturing, outfitting, repair and maintenance of vehicles, the hiring, licensing, and training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and local laws, rules, regulations and directives including P.A. 07-224 Required School Bus Lettering and the Educational Stability Act.
14. School vehicles and equipment used by the Contractor in the performance of the services required in this Contract shall comply with National School Bus Safety

Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the Contract is signed and as these regulations may be amended from time to time during the term of this Contract. Such vehicles and equipment shall be kept in proper repair and in safe, clean and sanitary conditions. The Operator shall pre-trip each vehicle daily to determine that the brakes, horn, tires, steering apparatus, emergency doors, lights, video equipment and all other equipment are in good condition. The Contractor shall have a system for reporting of defects found by the vehicle operator. School vehicles used to transport children to schools indicated and any other related work that may be awarded to the successful contractor shall at all times during the term of this Agreement strictly comply with the Federal, State, and Local law, rules, regulation and directives.

15. The Contractor shall provide a regular system of inspection and preventive maintenance, and shall keep sufficient standby school vehicles available so as to provide uninterrupted transportation services in accordance with the performance provided hereby. All reports as made to the State shall be submitted to the CITY on the same date of submission to the State.
16. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum the Traffic Control Office will be staffed full time, on site, by: a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and current driver training; a clerical person to handle correspondence and billing; one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor. It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year (see Attachment 1 – School Hours).
17. All vehicles shall be properly ventilated, heated, and include air conditioning. An adequate First Aid Kit as required by the State Department of Transportation shall be installed in all vehicles. Changes may be made in the seating arrangement in the accordance with the various needs of the students. The Contractor shall furnish the

CITY through the Transportation Coordinator at the Board of Education or other designee on a monthly basis the actual number of riders carried on any route, the actual time schedule of any route and such other information as the CITY may request.

18. The Contractor shall create and maintain set of COVID protocols and practices for staff and buses which shall be reviewed and approved by the Transportation Coordinator. Such protocols and practices shall be consistent with recommendations from the CDC, State and

Local Health Agencies and industry standards and shall include but not be limited to wellness checks of drivers, mask wearing, social distancing, cleaning and reporting protocols.

19. No vehicle shall carry any commercial advertisement, nor shall any be distributed to passengers unless specifically approved by the CITY. Any and all such revenues generated shall be revenue for the CITY.
20. No passengers other than school student and other authorized persons shall be permitted in any vehicles without specific permission from the CITY, or its Authorized Representative. The Contractor shall advise vehicle driver for the correct passenger list to determine only bona fide riders are on the vehicle per the CITY Authorized Passenger List.
21. All accidents, incidents and delays involving a vehicle or any of its passengers shall be reported immediately by the Contractor to the Transportation Coordinator, Principal, and Superintendent of Schools. If an accident or incident involves a special education student, notification should also be made to the Special Services Department through the Special Education and Pupil Personnel Services Offices. This action shall be followed by a complete written report to the CITY from the Contractor no later than forty-eight (48) hours after the accident/incident has occurred.
22. The Driver shall be authorized to complete discipline reports on students whose behavior is unsafe. Reports are to be submitted to Principal and His Agent, including private schools. The driver/contractor shall not discharge or deny transportation of a student without authorization by the Principal, his/her designee or the CITY. Report forms are the Contractors responsibility.
23. Each driver employed by the Contractor to provide Transportation Service pursuant to this Agreement shall comply federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.

- a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.
- b. The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.
- c. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
- d. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.
- e. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
- f. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.
- g. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
- h. Drivers shall not leave a bus unattended at any time when children are on board.
- i. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
- j. Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive prior to school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.
- k. Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.
- l. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are on board.
- m. Drivers shall not have food or drink, etc. on the bus while children are on board.

- n. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.
  - o. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.
  - p. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run drivers are to perform a post-run check to ensure that no students or their possessions remain on the vehicle.
  - q. The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints and other problems normally related to a program of pupil transportation can be efficiently and effectively provided for.
  - r. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.
  - s. The Contractor shall maintain a list of all drivers. This list shall contain drivers' names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.
  - t. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (1) time a year a complete list of all drivers with a copy of the results of criminal record or motor vehicle record must be submitted to the Superintendent of Schools or designee. One such list shall be submitted to the Superintendent of Schools or designee no later than August 15th of each year and upon request by the Board.
24. The CITY maintains the right to require removal from CITY of Waterbury's Service any driver who, in the opinion of the CITY, is unqualified or unsuitable to operate a School Vehicle pursuant to this Contract.
25. This Agreement and the provisions herein contained shall not be assigned or otherwise transferred either wholly or in part by the Contractor without the prior written approval of the CITY.
26. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Connecticut.
27. All notices, consents and other communications required to be given hereunder shall, except as otherwise specifically provide herein, be in writing and delivered to the respective addresses of the parties as set forth herein or to such other address as the parties may hereafter designate in writing.

28. Bidders shall be experienced in the work to be performed and the student to be serviced and have or be able to obtain necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. More than one bid from an individual, a Contractor or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any contractor is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such contractor is interested. Any or all bids in which such contractor is interested will be rejected if there is reason for believing that collusion exists among the contractors and all participants in such collusion will not be considered in future bids for the same work. The Board of Education, in determining the successful contractor, may consider in addition to price, the experience of the contractor, the sufficiency of the financial resources of the contractor and the reputation of the contractor for ability, integrity, judgment and performance, as well as the ability of the contractor to provide future services. All contractors must supply with this bid a listing of all school districts that the contractor has contracted for school bus service with during the past five-year period.
29. Twice yearly the Contractor shall conduct emergency evacuation drills for all students in the K-12 grades covered by the Agreement. The Contractor shall supply to all schools written and/or printed material dealing with school bus safety for in-school and home education for the students.
30. This Contract shall apply to all days when school is in session. The minimum number of school days is currently 182. Transportation services may be required for summer school programs, extended summer school programs. Dismissal times for school will vary and there are after-school and extended-day programs. During adverse conditions or emergency situations, the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days or other days as may be permitted by the Commissioner of Education or other authority. In the event of such days being exercised the CITY reserves the right to not utilize Transportation services on such days.
31. The children must be delivered to their schools prior to Board approved opening and picked up at the schools at approved closing times. The Contractor agrees that in no event will student be dropped off at any school more than thirty (30) minutes prior to the schools starting time or more than fifteen (15) minutes after the close of school. Late charges shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator. Upon receipt of such notice, the Contractor shall have five (5) working days to make any corrections prior to being charged.

32. As a condition of employment, all drivers shall pass a complete physical examination yearly, included in which applicant is required to pass a drug/alcohol screening test prior to employment. All drivers must complete alcohol/drug screening prior to the start of every school year. The Contractor shall provide the CITY with its rules and regulations regarding screening for employees. The fee for any and all testing shall be borne by the Contractor.
33. The Contractor shall subject all prospective drivers to criminal and reference checks and shall not employ drivers who have been assessed by the State Department of Motor Vehicles more than five points on his/her license during the length of the Contract. The Contractor will check the driving record of all drivers at the start of each school year.
34. All information relating to driver histories/performance shall be made available to the Superintendent of Schools or his Agent. The Superintendent of Schools shall designate such Agent in writing as required by the Notice section.
35. The Contractor will employ the necessary mechanics to maintain school busses. All records as they apply to school bus maintenance shall be kept on file and made available to the CITY upon request.
36. All school busses used to fulfill the terms of these specifications and the Contract shall be registered, garaged, serviced, taxed and operated in the CITY.
37. All busses and vehicles used for this contract must be no more than five (5) model years old during any year of the contract.
38. All vehicles shall be ready for use by July 1, 2021.
39. The Contractor must arrange to have all vehicles inspected by the Department of Motor Vehicle as required, and notify the Education Transportation Coordinator when such inspections are in process so that the Board may be represented at the time. At any time during the Contract, the School Administration through the Transportation Coordinator at the Board of Education or other designee shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repair or additions to the mechanical equipment of the Contractor.
40. The CITY may require the Contractor to discontinue the use of any school bus which in the judgment of the Board of Education or its Agent, is hazardous, mechanically defective, or subject to frequent breakdowns or delays. In the event that the Board of Education shall order the discontinuance of any school bus, the Contractor shall forthwith replace said school bus with another school bus, which is capable of fulfilling the requirements of the Contractor and CITY.

41. The Contractor shall provide the CITY's Transportation Coordinator, one two-way hand held radio, for direct contact with the school bus company's dispatch office or drivers. Contractor shall also provide and install a direct phone line to the School Bus Company from the CITY's Transportation Coordinator's Office.
42. The successful contractor should supply the CITY with (360) hours of school busses per school year, to be assigned by the CITY as needed, at no cost.
43. The Contractor shall cooperate with the CITY to maintain a good transportation public relations program.
44. The Contractor shall provide appropriate housing for, and state of the art video camera(s), for the entire fleet of school busses and vehicles used to transport students. All buses must be equipped with four point (Front, rear, stairwell, exterior) digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The District requires a Wireless Seon Smart Reach Mobile Surveillance system or comparable type equipment. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The system must be equipped with Day/Night cameras. The Contractor shall also make available software for viewing, playback and event searching by District personnel. All cameras use and video viewing shall be consistent with the policies and procedures as established by the District. Inoperable cameras shall be subject to charges which shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.
45. Bidders must warranty that their bus fleet out-of-service rate does not exceed 10% for the time period of one year from the date of this Bid Specification.
46. The Contractor shall appoint as his representative a qualified person, who will have general and overall supervision of the vehicles operating under this contract. The appointed person shall be available to the representative of the Board of Education at all times during the transportation and school hours of each school day when school is in session.
47. The driver of any vehicle transporting school children under consideration must possess a C.D.L. certification, and is in complete charge of the vehicle and of the children being transported during the time that these children are in his care. As such, he is responsible for their welfare. He should be courteous and professional with all children as is customary within the schools to control the actions of school children aboard his vehicle. The discipline of a child on the vehicle will be in accordance with

Connecticut General Statute's 53A-18 and as may be amended from time to time, the Rules and Regulations of the Board of Education, and City of Waterbury. The driver will report the names of pupils, who display unsafe behavior or cannot be managed to the Principal of the school. During the time that the vehicle is in use for the operation of the contract, the driver shall not at any time transport any person other than children whom he is responsible unless he has received written approval from the Superintendent of Schools or his agent, that such person is authorized or permitted to ride on the vehicle. All vehicles and drivers must be available for early closing of schools.

48. The Contractor shall provide training for all new driver applicants, said training to include classroom and on-road, prior to applying for a State of Connecticut Public Service License. The combination of classroom and/or road training shall be, at a minimum, forty hours. Experienced drivers who have held a Public Service License during the preceding year shall be required to attend an eight-hour refresher course included in which shall be an on-road proficient requirement. For drivers of special education children, training shall include transportation issues with children with disabilities.
49. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. Contractor shall provide access to this system to up to the Director of Transportation at the Board of Education and up to two additional CITY representatives upon request.
50. Parent on-line GPS access for busses shall be made available through the District website.
51. A listing of Waterbury Public Schools is attached, and includes the address, Principal's name and telephone number (see Attachment 2 – Listing). However, it is anticipated that during the term of any Contract for transportation services, the number and address of schools will change. New public and/or private and/or Charter schools may open, schools may close. If awarded a contract, transportation services shall be provided to any school within the City boundaries for the provided in the Bid Form, regardless of the opening and closing hours of the school.

#### **D. TECHNICAL SPECIFICATIONS**

##### **A. SPECIAL EDUCATION BUSSING**

1. The Contractor shall give the Parent/Guardian of the child to be transported a telephone number and time to notify the Contractor (or his driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply Parent/Guardian an estimated pickup time schedule and estimated afternoon return schedule.

2. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather, or other emergencies when necessary and/or as may be approved for virtual learning days. All vehicles, drivers, and aides must be available for early closings of schools.
3. Contractor will maintain an on-time pick-up and delivery schedule. It is expected that the student length of time on the vehicle will be reasonable in nature. Any student whose time on the vehicle is disruptive or disagreeable to parent/guardian shall be evaluated and adjustments made where warranted.
4. Bids must be based on a flat rate per day basis (see Attachments 3 – Price Proposal Form). The billing voucher shall reflect the attendance by date. Charges for work covered by this contract will be invoiced separately from charges for other service, which may be provided by the Contractor under other contracts or purchase orders. The Contractor shall furnish the City at any time requested, but not less than monthly, the actual time schedule of any route and such other information as the City may request.
5. Bids should be based on providing One-Type 1 School Bus and One-Type 2 School Bus or two passenger vans.
6. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.
7. Each vehicle during the period of this contract is to be maintained at a level of safety, appearance and reliability suitable to the CITY and its Board of Education. The Superintendent of Schools reserves the right to demand replacement vehicles failing to meet those specifications.

**B. SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN,  
SAFE HOME, 504**

1. This section encompasses transportation of medically fragile and special needs students from Waterbury to Out-of-Town, or Out-of-Town to Waterbury, or Out-of-Town other than Waterbury. See Bid Proposal Form for form of bid.
2. For Information Only - The number of pupils per day requiring special transport within Waterbury during the 2021-2026 school year is expected to range from 900 to 1,200.
3. The CITY will provide 75,000 gallons of diesel to operate all vehicles under this section. Excess fuel cost (over the 75,000 gallons) shall be paid by the Contractor. A fuel monitor's report is to be forwarded to the School Business Office monthly.

4. Special Education bussing may include school children, who have been identified by the Planning and Placement Team (PPT) and others who require other than regular district transportation as contemplated in the previous section.
5. All bids shall include provisions for door to door school transportation of special needs school children determined by the Superintendent of Schools or her agent to be eligible for transportation service.
6. The Contractor shall give the parent/guardian of each child to be transported a designated telephone number and time to notify the Contractor (or his driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply parent/guardian an estimated pickup time schedule.
7. A daily record of attendance shall be kept by the driver(s), copy of which, along with a monthly summary, shall be submitted to the principal of each school, the Transportation Supervisor and the Special Education and Pupil Personnel Supervisor(s) Office. Within five (5) working days, the principal or his agent shall verify attendance, sign and return to the Contractor and the School Business Office.
8. Pupils attending work study sites, field trips, etc. according to a PPT/IEP, will be subject to a rate per hour charge. There will be no per student charge for extra runs.
9. Transportation is to be furnished by available specified vehicles of sufficient capacity, without crowding or overloading, and it shall be understood that some vehicles may be required to transport only one student. All vehicles shall be equipped and maintained in accordance with the laws of the Federal Government, State of Connecticut, Department of Motor Vehicles, and shall comply with all statutes, ordinances, rules and regulations now in force or from time to time adopted and approved by the State Board of Education and the Waterbury Board of Education, which are accepted by the Motor Vehicle Department of the State of Connecticut effective July 1, 2021 through June 30, 2026. This includes safety and restraint equipment and other directives that may be included in the student's individual education and behavior plan.
10. The driver and the required attendant/aide of any vehicle transporting special needs children shall, in the process of transporting, be fully aware of and give due consideration to the particular disabilities and limitations of the school children under their care. The Contractor shall employ on a full time basis a qualified Supervisor to oversee safety and training of drivers and attendants. The Contractor will institute a continuing program of Driver Safety and instruction in accordance with requirements set by the State of Connecticut Department of Motor Vehicles and local requirements that may be developed by the Waterbury Board of Education.
11. It shall be understood that the primary obligation for driver and attendant that instruction and supervision rest with the Contractor. The Contractor shall avail the attendants of an ongoing training program designed to upgrade the attendant's

knowledge and skills as it related to the special needs students. The proper procedures regarding the use of all safety equipment, restraint devices, lift, car seats and wheelchairs, shall be part of the attendant's ongoing training.

12. Each vehicle transporting special needs children shall be staffed on every trip with a driver and an attendant/aide. The attendant/aide shall sit in close proximity to the student and is responsible for supervising and monitoring student behavior.
13. The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs at the Discretion of the Transportation Coordinator. Bus aides shall be screened and selected in the same manner as drivers, including fingerprint checks and drug testing. The Contractor shall also provide training in the care and handling of children with special needs. Bus aides shall also comply with all of the rules and regulations as bus driver. The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.
14. Contractor should anticipate the need for, and have available, and be able to use, vans or busses capable of transporting students in wheelchairs; seatbelts, restraints, booster or built in seats, special harnessed and any other equipment that could be needed to transport a special needs or medically fragile student(s).
15. The Contractor is to be notified when schools are to be closed because of weather or other conditions which may arise. This agreement will include not less than 180 days of school per contract year. The successful bidder will also make available vehicles to be used during the months of June, July and August of each bid year for the transportation of students attending classes or programs during those months, depending on the school's schedule.
16. Upon the date the contract becomes effective, the Contractor shall provide the following vehicles:
  - a. Approximately nineteen (19) 2016 or newer transit style, rear engine diesel, air brake, fifty-four (54) passenger busses, at least two of which shall be equipped with a wheelchair lift and/or wheel chair access.
  - b. Approximately eight (8) 2016 or newer Type I w/c lift equipped, diesel 10+2 passenger bus.
  - c. Approximately eleven (11) 2016 or newer Type II w/c lift equipped, diesel. Twenty-six (26) passengers and four (4) wheelchairs.
  - d. Approximately twenty-one (21) 2016 or newer Type II diesel twenty (20) passenger busses.

This information is based on current fleet utilization and is subject to change depending on enrollment and the needs of students as indicated in specifications.

17. All busses including spares shall be equipped with FM 2-way radios on the Emergency School Bus Band. One spare bus of each Type and seating capacity referenced in Section 1: A through D, shall be provided. Spare busses and route busses shall meet all requirements as set forth in accordance with the work described in these specifications.
18. All busses including spares shall be equipped with restraining devices, seatbelts, and car seats in addition to video cameras, GPS and the radios specified elsewhere in this document. Aides or medically trained personnel accompany children, sit with them and properly supervise them.
19. The numbers of vehicles specified above are estimates. The exact number of vehicles necessary to adequately perform the contract shall be the sole responsibility of the contractor and shall be provided in accordance with the rate paid to the contractor pursuant to the selected bid. In addition to the above fleet, the contractor shall provide emergency vehicles for unexpected situations and school hours of the various building involved.
20. Since the contract provisions are for door to school transportation, a tentative list of addresses of children to be transported is available, with a list of locations the children are to be bussed to. The bidder should ascertain their equipment needs as a result of studying this list and in conformity with school hours of the various building involved.
21. Following is a current list of students being transported to or from locations other than our public schools.

FACILITY	ADDRESS	# OF STUDENTS
ACES Mill Academy	205 Skiff Street, Hamden, CT 06517	4
ACES Mill Road	295 Mill Road, North Haven, CT 06473	4
ACES Village School	31 Temple Street, North Haven, CT 06473	4
ACES Whitney Academy	130-A Leeder Hill Drive, Hamden, CT 06517	1
ACES Whitney North	130-B Leeder Hill Drive, Hamden, CT 06517	2
American School for the Deaf	139 North Main Street, West Hartford, CT 06107	6
Adelbrook	60 Hicksville Road, Cromwell CT 06416	-
Adelbrook	21 Church Street, East Hartford, CT 06108	-
Benhaven Academy & Social Learning Center	50 North Plains Highway, Wallingford, CT 06492	2

FACILITY	ADDRESS	# OF STUDENTS
Boys & Girls Village, Inc.	2457 East Main Street, #3A, Waterbury, CT 06705	-
CCCD	95 Wolf Harbor Road, Milford, CT 06461	1
Gengras Center	1678 Asylum Avenue, West Hartford, CT 06117	1
High Road of Wallingford	33 Village Lane, Wallingford, CT 06492	6
High Road Academy, Best Program	29 Village Lane, Wallingford, CT 06492	-
Intensive Education Academy	840 North Main Street, West Hartford, CT 06117	1
Klingberg Family Centers	370 Linwood Street, New Britain, CT 06052	4
Oak Hill School	150 Northwest Drive, Plainville, CT 06062	-
St. Vincent Special Needs	95 Merritt Boulevard, Trumbull, CT 06611	1
Solterra Academy	300 John Downey Drive, New Britain, CT 06051	-
Stonington Institute	75 Swanton Hill Road, North Stonington, CT 06359	1
New Hope Manor, Inc.	48 Hartford Road, Manchester, CT 06040	1
Village for Children & Families, Inc.	1680 Albany Avenue, Hartford, CT 06105	1
Wheeler Clinic	91 Northwest Drive, Plainville, CT 06062	4
CREC - Riverstreet School	601 River Street, Windsor, CT 06095	1

22. The term for the transportation of students with attending the schools above will be September 1, 2021 through June 30, 2026.

#### C. DRIVER AND ATTENDANT QUALIFICATIONS, DUTIES & RESPONSIBILITIES

1. All drivers and attendants assigned to transport special needs pupils included in this Contract shall have such knowledge and understanding of the sensitivity for the care and
2. handling of special needs children as is necessary for their safe transportation and including life devices and transfer techniques. No child should be dropped off if there is no adult supervision present at the drop off site to greet the child. This requirement is necessary because many of these pupils are unable to assume responsibility for their own care and safety and because many have serious physical defects requiring special handling. Drivers and attendants shall follow the direction of the school or special services department in the manner children are supervised during transportation and follow any behavior or education plans when the CITY determines that they apply.
3. CITY may require, on short notice, medically trained personnel, such as an Emergency Medical Technician (EMT), to accompany a driver on specific bus routes. Upon

requests, Contractor must have the ability to accommodate a requirement for medically trained personnel to accompany a child when transportation is provided.

4. At the option of the City of Waterbury, the successful bidder will also make available vehicle(s) to be used during the months of July and August of each year for the transportation of summer students depending on the school's schedule (if any). The cost of this transportation will be at the same rate as the preceding school year. For example, the summer of 2021 cost will be the same as 2021-2022 school year.
5. The Special Education and Pupil Personnel Supervisor(s) Office or his/her agent has the right to change schools and school hours of a given student. Bidders should be aware that a student address may be tentative and subject to change and transportation requirements may also be changed or eliminated. This is due in large part to the unpredictability and various needs of students.
6. Contractor must satisfy himself by personal investigation of the areas served, and a study of the opening and closing hours of the various schools as to the length and number of runs necessary, and the amount and type of equipment required to supply the transportation called for in complete and satisfactory manner and in accordance with the specifications, and shall not at any time claim that there was any misunderstanding in regard to the amount and nature of the services to be rendered.

#### D. EARLY CHILDHOOD EDUCATION PROGRAM

1. The chosen Contractor will provide round trip transportation to and from school for children in the Early Childhood Education Program (ECEP).
2. The CITY shall provide 20,000 gallons of fuel to operate all vehicles under this agreement for the round trip transportation of children in the ECEP. Excess fuel cost (over 20,000 gallons) shall be paid by the Contractor. A fuel monitor's report is to be forwarded to the School Business Office monthly.
3. The type of vehicle to be used is a Type 2 School Bus or passenger van. Each vehicle must meet all the requirements of the federal government and statutes of the State of Connecticut regulating the transportation of school children. In addition, the vehicles must meet all conditions prescribed by the Connecticut Department of Motor Vehicles for such vehicles operated on the highways of Connecticut in the course of transporting school children, effective, July 1, 2021.
4. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.
5. An aide is required to ride with the students on the bus in the ECEP.

#### **E. AGREEMENT PERIOD**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for five years beginning on July 1, 2021 through June 30, 2026.

#### **F. GENERAL INFORMATION**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Not Applicable.
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A - Contract Compliance Packet.
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on January 29, 2021. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury eProcurement website by February 2, 2021 at 2:00 PM. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

#### **G. MANAGEMENT**

Any contract or purchase order resulting from this RFP will be managed by the Department of Education.

#### **H. CONDITIONS**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the CITY.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of ninety days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B – Sample Contract.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **I. Submittal Requirements & Required Format**

**Option #1** - uploading electronic documents per below instructions no later than at 10:45 AM on **February 8, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury – Request for Proposal #6845 1-25-2021 Student Bus Transportation for Special Education Program category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at:  
<https://waterburyct.procureware.com/register>

**Option #2** – One original (clearly identified as such) and seven (7) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at

the following address no later than 10:45 AM on February 8, 2021 (no Proposals received after that time shall be considered):

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
  - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
  - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    - i. Organization name and the name, title, address and telephone number of a responsible contact person.

ii. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.

iii. For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?

b. Have you ever defaulted on a contract? If so, where and why?

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
  - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
  - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

**J. Evaluation of Proposals; Selection Process**

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. **Selection Process**

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**K. Rights Reserved to The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

**L. Federal, State and Local Employment Requirements – Not Applicable**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

**M. State Set-Aside Requirements – Not Applicable**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

#### N. Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" VIII.

		Minimum Limits
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate (per Project Aggregate)	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$5,000,000
Umbrella (Excess Liability)	Each Occurrence	\$15,000,000
	Aggregate	\$15,000,000
Abuse & Molestation	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

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

Workers' Compensation And Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to City of Waterbury prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury.

#### O. Performance and Payment Bond

Contractor/Vendor shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Contractor/Vendor will send a separate invoice to the City for the yearly bond amount per the Contractor/Vendor's Modifications/Conditions specified in the bid response by September 1 of each year.

# ATTACHMENT 1 - SCHOOL HOURS

WATERBURY PUBLIC SCHOOLS - SCHOOL HOURS		
Revised August 29, 2022		
SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER? EMERGENCY DISMISSAL
<b>HIGH SCHOOLS</b>		
Crosby	7:20 am - 1:50 pm	7:20 am - 11:00 am
Kennedy	7:20 am - 1:50 pm	7:20 am - 11:00 am
Wtby Arts Magnet	7:25 am - 1:55 pm	7:25 am - 11:05 am
Wtby Career Academy	7:20 am - 1:50 pm	7:20 am - 11:00 am
Wilby	7:20 am - 1:50 pm	7:20 am - 11:00 am
<b>MIDDLE SCHOOLS</b>		
North End	7:50 am - 2:20 pm	7:50 am - 11:30 am
Wallace	7:50 am - 2:20 pm	7:50 am - 11:30 am
West Side	7:50 am - 2:20 pm	7:50 am - 11:30 am
<b>ELEMENTARY SCHOOLS</b>		
Bucks Hill	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Bunker Hill	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Carlington	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Chase	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Cross, Wendell	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Driggs	8:05 am - 2:20 pm	8:05 am - 11:30 am
Duggan	8:05 am - 2:20 pm	8:05 am - 11:30 am
Generali	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Gilmartin	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Hopeville	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Kingsbury	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Maloney	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Reed	8:35 AM - 2:50 pm	8:35 am - 12:00 pm
Regan	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Rotella	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Sprague	8:05 am - 2:20 pm	8:05 am - 11:30 am
Tinker	8:05 am - 2:20 pm	8:05 am - 11:30 am
Walsh	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Washington	8:05 am - 2:20 pm	8:05 am - 11:30 am
Wilson	8:35 am - 2:50 pm	8:35 am - 12:00 pm
<b>PROGRAMS</b>		
Academic Academy (at)	7:50 am - 2:20 pm	7:50 am - 11:30 am
Bucks Hill Pre-K	9:00 am - 3:00 pm	9:00 am - 10:30 am
AM Session	9:00 am - 11:30 am	9:00 am - 10:30 am
PM Session	12:30 pm - 3:00 pm	No PM Classes
Enlightenment	7:30 am - 1:35 pm	7:50 am - 11:30 am
Excel	9:00 am - 1:00 pm	9:00 am - 11:30 am
State Street	7:30 am - 1:35 pm	7:50 am - 11:30 am
<b>NON-PUBLIC SCHOOLS</b>		
Alpha & Omega Academy	8:00 am - 3:00 pm Friday 8:00 am - 2:00 pm	Dismissal at 12:30 pm
Catholic Academy of Waterbury	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Brass City Charter	7:30 am - 4:00 pm	7:30 am - 12:30 pm
Chase Collegiate	8:00 am - 3:20 pm	Dismissal at 12:30 pm
Children's Community	9:05 am - 3:20 pm	Dismissal at 12:30 am
Holy Cross High School	7:30 am - 1:45 pm	Dismissal at 10:30 am
Kaynor Technical	7:25 am - 2:20 pm	Dismissal at 11:00 am
Our Lady of Mount Carmel	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Sacred Heart High School	7:30 am - 1:30 pm	Dismissal at 10:30 am
Sacred Heart Middle School	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Yeshiva Bais Yaakov (Girls HS)	9:00 am - 4:00 pm	Dismissal at 12:30 pm
Yeshiva Gedolah (Boys HS)	9:00 am - 4:00 pm	Dismissal at 12:30 pm
Yeshiva K' Tana (Elementary)	9:00 am - 4:00 pm	Dismissal at 12:30 pm

## ATTACHMENT 2 - LISTING

### ELEMENTARY SCHOOLS

School Name	Principal	School Address	Phone Number
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Linda Leyhow	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Cross, Wendell (temporary)	Ms. Debra Ponte	29 John Street, 06708	203-574-8171
Cross, Wendell (permanent)	Ms. Debra Ponte	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Michael Theriault	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Mrs. Kathy Daversa	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Christina Moore	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Erika Lanza	2 Cypress Street, 06706	203-574-8173
Kingsbury	Mr. Erik Brown	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Ms. Donna Cullen	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Diarca Tomasella	33 Griggs Street, 06704	203-574-8180
Regan	Ms. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Ms. Robin Henry	380 Pierpont Road, 06705	203-574-8168
TBD/SS Peter & Paul	To be determined	116 Beecher Avenue, 06705	203-755-0881
Sprague	Mrs. Diane Bakewell	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Ms. Imani Jones	809 Highland Avenue, 06708	203-574-8186
Walsh	Mrs. Ellen Paulino	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Ms. Jennifer Rossor	235 Birch Street, 06704	203-573-6660

### MIDDLE SCHOOLS

School Name	Principal	School Address	Phone Number
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsano	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120

### HIGH SCHOOLS

School Name	Principal	School Address	Phone Number
Crosby	Ms. Cathleen Newmark	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Mr. Nicholas Albini	16 South Elm Street, 06706	203-573-6300
Wiby Career Academy	Mrs. Jade Gopic	175 Birch Street, 06704	203-574-6000
Wilby	Dr. Michelle Baker	568 Bucks Hill Road, 06704	203-574-8100

### PROGRAMS

School Name	Principal	School Address	Phone Number
Enlightenment	Mr. Richard Aroyo	30A Church Street, 06702	203-574-8050
State Street	Mrs. Lisa Ariola-Simoes	54 Griggs Street, 06704	203-574-8028
Early Childhood (ECEP)	Mrs. Maureen Berpin	1443 Thomaston Avenue, 06704	203-573-8025

## **ATTACHMENT A – COMPLIANCE PACK**

- 1. ANNUAL STATEMENT OF FINANCIAL INTERESTS**
- 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION**
- 3. CORPORATE RESOLUTION**
- 4. LIMITED LIABILITY COMPANY RESOLUTION**
- 5. DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS**

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**

**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

[ ]

Contract for Special Ed Student Bus Transportation Services

(Service or Commodity Covered by Contract)

July 1, 2016 to June 30, 2021

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

[ ]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with Interest in Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an Inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

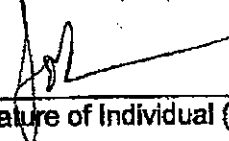
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an Inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

All-Star Transportation Inc  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

2-19-2021  
Date

John R. Dufour, President  
Print or Type Name and Title (if applicable)

DELIVERED      Electronically  
By Mail      ☐      Hand-Delivered      ☒

**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 3 hereof, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

All-Star Transportation Inc  
146 Huntingdon Avenue  
Waterbury, CT 06708

Print Name and Title of Authorized Representative:

John A. Dufour, President

Signature of Authorized Representative:

Date: 2-19-2021

## CORPORATE RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_ Corporation, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

\*\*\* This is a sample of a Corporate Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

**LIMITED LIABILITY COMPANY RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the  
duly authorized and acting Member / Manager (circle one) of  
\_\_\_\_\_, LLC, a limited liability company  
organized and existing under the laws of the State of  
\_\_\_\_\_, do hereby certify that the following  
facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC  
duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is  
authorized to make, execute and approve, on behalf of this LLC,  
any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in  
any way altered, amended, repealed and is now in full force and  
effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the  
corporate seal of said \_\_\_\_\_, LLC this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Manager/Member

\*\*\* This is a sample of a Resolution acceptable to the City. The  
Contractor may provide its own similar version if desired.

**LIMITED POWER OF ATTORNEY**

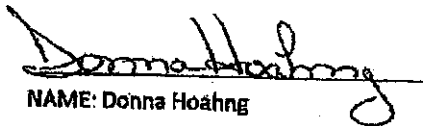
Student Transportation of America, Inc., hereby appoints John Dufour as it's legally authorized agent to bind the Waterbury School District Request for Bid by All-Star Transportation, LLC.

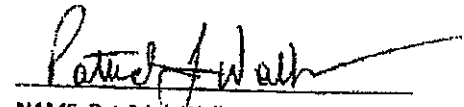
Student Transportation of America, Inc. authorizes John Dufour, for and on behalf of the corporation, to do the following:

Execute, sign, deliver such documents, and transact any such business necessary in the name of and on behalf of said company with the proposal in response to the Waterbury School District Request for Bid for Allstar Transportation, LLC.

IN WITNESS WHEREOF, I have signed this Power of Attorney on this 16<sup>TH</sup> day of February 2021.

WITNESS:

  
NAME: Donna Hoahng

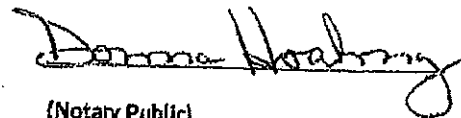
  
NAME: Patrick J. Walker  
TITLE: Secretary

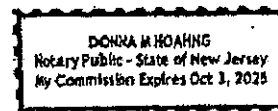
State of New Jersey

County of Monmouth

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Patrick Walker, who executed the foregoing Power of Attorney and acknowledged the signing thereof to be his voluntary act for the uses and purposes therein contained.

IN TESTIMONY WHEREOF, I have signed and affixed by seal to this Power of Attorney this 16<sup>th</sup> day of February 2021.

  
(Notary Public)



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

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

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

State of Connecticut

SS: 040-58-3374

County of New Haven

John R. Dufour, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of All-Star Transportation (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	John R Dufour	President	All-Star Transportation		11/10/1959
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	John R Dufour	President	All-Star Transportation		11/10/1959
2					
3					
4					

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

	Organization Name	Address	Type of Ownership
1			
2			
3			
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

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

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
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				
2				
3				
4				

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By

(Name of General Partner)

(Business Address)

**For Corporation**

Leslie Sheldon

Attest (Witness)

John R. Dufour

(Corporate Principal - Printed Name)

146 Huntington Ave. Waterbury, CT 06708

(Business Address)

Amix  
Corporate  
Seal

All-Star Transportation

(Name of Corporation)

By

(Signature of Authorized Corporate Officer)

Its

President

(Title)

State of Connecticut )

) SS (date)

County of New Haven )

John R. Dufour

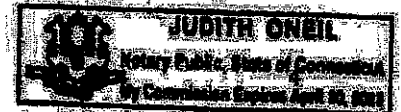
being duly sworn,

deposes and says that he/she is President of All-Star Transportation and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 19th day of February 2021.

My Commission Expires:

(Notary Public)



## **ATTACHMENT C – PURCHASING STATEMENT**

ATTACHMENT C

KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET  
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 February 2, 2021 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

20-1023910  
Social Security Number  
or Federal Identification Number

[Signature] President  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name All-Star Transportation  
By: John R. Dufour, President  
(Title)  
Business Address: 146 Huntingdon Ave, Waterbury, CT 06708  
(City, State, Zip Code)

Phone: 203-573-0555

Date: 2/19/21

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**Leslie Sheldon**

**From:** City of Waterbury Procurement <noreply@procureware.com>  
**Sent:** Wednesday, February 17, 2021 10:52 AM  
**To:** Leslie Sheldon  
**Subject:** City of Waterbury Procurement Bid Due Alert: 6845



**City of Waterbury Procurement**

**Bid 6845 (RFP Department of Education Student Bus Transportation for Special Education Program) is due on Monday, February 22, 2021 10:45:00 AM [(UTC-05:00) Eastern Time (US & Canada)].**

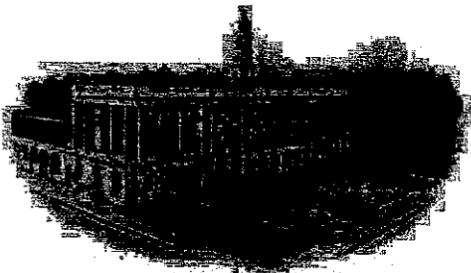
**Visit this bid on our website at <https://waterbury.procureware.com/Bids/F/472e05-7e61-4870-9d46-cbd45d65db73>**

**Powered By SynchroBid® / ProcureWare®**

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**This email has been scanned for spam and viruses by Proofpoint Essentials. [Click here](#) to report this email as spam.**

**KEVIN McCARTHY**  
**DIRECTOR OF PURCHASING**



**OFFICE OF THE DIRECTOR OF PURCHASING**  
**THE CITY OF WATERBURY**  
**CONNECTICUT**

**ADDENDUM #1**

**February 2, 2021**

**RFP #: 6845**

**Project Title: RFP Department of Education Student Bus Transportation for Special Education Program**

**Please find questions and answers below.**

**There are several sections in the RFP that reference the City's ability to reject/remove a driver/other personnel: Item 23, (c) & (f) on page 5; Item 24 on page 7. Please consider adding the following language to each section:**

**"Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated therein, and shall not be in violation of any federal, state or local law."**

**The RFP language will stand at this time. At the review and negotiation phase this particular language will be taken into consideration.**

**Item 28 on page 8 requires the submittal of a listing of all districts served by the contractor for the past 5 years. Please identify the geographic scope of this listing (which could be very large for a national contractor) -- Connecticut, or New England, or?**

**Connecticut**

Item 45 on page 10 references the Out of Service %'s for the past year. As the incumbent contractor for Regular Education Transportation the City of Waterbury, can we provide this information for it's Waterbury fleet?

No.

Item C 4 on page 17 references summer school, and states that costs "will be at the same rate as the preceding school year." However, the example given seems based on the following school year, not the preceding one (summer of 2021 will be the same as 2021-22 school year). Please clarify.

The reference assumes that contract rates in place for a school year should be understood to apply to any summer programming that may occur in June, July or August. New rates in a contract year would be applicable at the start of the next school year.

Do you provide a bid spec (price) page. If so can you please send it to me. Also, do you have current pricing and contractor?

A pricing page was provided with the RFP. The District has current providers for busing services. As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Information Needed a. Please provide the most recent contract, any addendums, pricing pages and any other contractual updates with the incumbent. b. What was the total amount the Districts paid to the current contractor for transportation services from July 1, 2018 to June 30, 2019? c. Please provide copies of invoices and detailed billing reports for three months (including activity trips) – suggest January, February and March of 2020. d. What is the District's student transportation budget for the 2020-21 school year?

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Buses a. Please provide a list of the current buses utilized including type, capacity and if there is a wheelchair lift. b. How many buses were utilized on a daily basis prior to Covid? c. Please provide current ride count per route per day. d. Does the District feel the current mix of buses is optimized?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

Routing a. How is routing currently performed? b. What software is utilized? Does the District own that routing software? c. Please provide in excel detailed routing reports. This is very important information to verify how the routes operate. We need a thorough understanding of miles and time for each route. d. Please confirm the District wants the contractor to perform all routing. e. Is there a maximum ride time?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

Item #C 45 references the out-of-service rate to not exceed 10%. Has there been an issue with more than 10% of the buses out-of-service?

No.

Will the District consider Alternate Bids in addition to a Base Bid? There is not a downside to receiving an Alternate Bid, the District certainly has the option to reject the Alternate Bid.

Alternate bids will be accepted provided that a base bid consistent with the RFP is submitted. The District reserves its right to consider alternate bids or not in its discretion.

Facility and Parking a. Does the District have any available parking they can lease to a contractor? b. Does the District want the contractor to maintain any white fleet?

No.

Incumbent a. What is the current on-time performance? b. What is the current missed trips performance? c. Have there been driver issues?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

What is the most important priority to the District with this RFP?

Safe, efficient and cost effective transportation for Waterbury students that is compliant with all applicable laws and requirements of the RFP.

Will there be a committee that will evaluate the bids? Will that committee consider interviewing the finalists via Zoom?

Yes. The Committee reserves the right to organize the interview process but Zoom or similar means may be utilized.

Did the District pay the current contractor during COVID school closure? If so, on what basis?

COVID related performance and payments were negotiated consistent with the Governor's Executive Order and the governing contractual provisions.

Can we please get a copy of the current contract and the last three month's of billing? Can the fuel of 70,000 gallons of diesel be used for 70,000 gallons of gas (our Type II buses are gas)? Does the current contract price include fuel? Does the current contract price include the cost for monitors? How many buses are you currently running? How many monitors are you currently using?

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Diesel fuel should be assumed to be transferable to other fuel.

The RFP includes a base allotment of fuel. Thereafter the contractor is responsible and should price accordingly.

For the Special Education buses per the RFP, each bus requires a monitor. Pricing should be built into the bid. Hourly rates were also requested for review.

Question: Can WE Transport be provided with the current rates paid to the current Contractors for Waterbury BPE for both Regular Ed & Special Ed Transportation.

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be determined on the student population and needs during the term of the contract.

Does Waterbury BOE provide a current site for the Pupil Transportation carrier and does that site provided with a propane fueling alternative?

No and No.

During the Pandemic under the CRES ACT the State Of Connecticut has provided payment to School Bus Contractors for days that the District operates on a remote basis.

COVID-related performance and payments were negotiated consistent with the Governor's Executive Order and the governing contractual provisions. Contract language governing state requirements and negotiation will dictate any future performance or payments should similar circumstances arise during the term of the contract that is the subject of the RFP.

Will the chosen Contractor be afforded that guarantee for any remote days of operation by Waterbury BOE. Is payment for all transportation services guaranteed for 180 day or 182 days of operation. Can we be provided with the names of the Collective Bargaining Units serving Please clarify Page #8 #30. the school bus company employees?

Contract language governing state requirements and negotiation will dictate any future performance or payments should similar circumstances arise during the term of the contract that is the subject of the RFP.

As part of this RFP process pricing, specific historical utilization or collective bargaining/bus company employee information will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

Question: Buses a. Item #B. 16 requires all buses to be diesel. Please confirm the district only wants bids with diesel powered vehicles vs. clean air options.  
Answer:

The District is seeking diesel powered vehicles but clean air options will be considered as alternate responses including propane, electric or other clean air options.

Question: We are interested in submitting a proposal. However, the timeline and information provided is not reasonable or adequate. Normal timeframe for a student transportation RFP of this magnitude is 6 weeks. Please consider extending the due date. Please also extend the due date for questions.

Answer:

The RFP due date will be extended until February 22, 2021 at 10:45am in order to provide all vendors with additional time to submit their proposals.

Question: According to item 37 in the RFP, "All busses and vehicles used for this contract must be 2016 busses." This specification would favor the incumbent. Please reconsider.

Answer:

This will not be reconsidered at this time.

Question: We are a Transportation provider in Business for 27 years but we have minivans and cars used for special education transportation no busses. We don't have capacity for a large number of students we provide minivans and cars for special ed. Will you utilize more than one company for Special Ed transportation?

Answer:

The District reserves its right to award the services as it deems appropriate pursuant to the RFP and governing authority.

Question: The bid says drivers must have CDL for bus transportation. Were not providing busses, all of our drivers have "V" endorsement which is required by the state of Connecticut for student transportation other than busses. Is this acceptable?

Answer:

Bidders are instructed to follow the requirements in the RFP. Bidders may submit bids that they believe are responsive.

Question: We would like to be able to bid on the following only: ECEP, Waterbury Out of District and One town to another, is this acceptable?

Answer:

Bidders are welcome to bid on the elements of the RFP that they are equipped to fulfill. The District reserves its right to award the services as it deems appropriate pursuant to the RFP and governing authority.

Question: Our insurance carried meets your requirements except the 15,000,000 for umbrella which might be applicable for bus transportation with many children. The Board of Eds we have dealt with in the past and currently are working with require 5,000,000 because of transporting only a small number of students. Would the 5million be acceptable for umbrella?

Answer:

Bidders are instructed to follow the requirements in the RFP, including the stated insurance requirements. Bidders may submit bids that they believe are responsive.

Thank you.

**Kevin McCaffery**  
**Director of Purchasing -- City of Waterbury**



ALL-TRA-01

JURBANO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hollis D. Segur Inc. 10 Research Pkwy, Ste. 400 Wallingford, CT 06492	<b>CONTACT</b> Joanne Salustro, CPCU <b>PHONE</b> (AC, No, Ext): (203) 699-4500 <b>FAX</b> (AC, No): <b>E-MAIL</b> Address: jao@hdsigur.com														
<b>INSURED</b>  All-Star Transportation, LLC 148 Huntington Avenue Waterbury, CT 06708	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Republic-Franklin Insurance Company</td><td>12475</td></tr><tr><td>INSURER B: General Star Indemnity Company</td><td>37382</td></tr><tr><td>INSURER C: United Wisconsin Insurance Company</td><td>29157</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Republic-Franklin Insurance Company	12475	INSURER B: General Star Indemnity Company	37382	INSURER C: United Wisconsin Insurance Company	29157	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	CPP 5289417	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAC 5289418	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTIONS \$ 10,000		XG417412G	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0400181388	6/25/2020	6/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

The city of Waterbury is listed as additional insured on a primary & non-contributory basis as required by contract or agreement. Waiver of subrogation applies in favor of additional insured as required by contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF WATERBURY, BOARD OF EDUCATION</b> 236 Grand St Waterbury, CT 06702	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

ACORD 25 (2016/03)

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## **ALL-STAR TRANSPORTATION**

146 Huntington Avenue, Waterbury, CT 06708  
203-573-0555 phone 203-573-4750 fax

### **Description of Operations**

All-Star Transportation's corporate headquarters is based at 146 Huntington Avenue in Waterbury, CT. It is operated locally by the Dufour family that has transportation experience with the City dating back to 1987. The in-district sped vehicles are housed in Waterbury while the out of district vehicles operate out of our Prospect terminal. All-Star Transportation was started in July of 2004. We have been transporting the special needs students for the City of Waterbury since July of 2008.

Our local terminals are staffed with professional transportation employees. Safety training is on going at All-Star. Employees participate in monthly safety training in classroom or onboard vehicles.

All-Star Transportation is committed to safe, efficient and reliable transportation for all passengers in the communities we serve. A customer reference list is supplied with this proposal.

All-Star Transportation does through background checks on all its employees as well as meeting or exceeding state and federal transportation safety requirements.



## Customer References & Vehicles

**Torrington Board of Education**  
355 Migeon Avenue  
Torrington, CT 06790  
860-489-2327  
70 Vehicles

**Ms Susan Lumboski**  
Superintendent of Schools  
**Mr. Ed Arum**  
Interim Director of Business Services

**Regional School District #12**  
11A School Street  
Washington Depot, CT 06794  
860-888-8100  
26 Vehicles

**Ms Megan Bennett**  
Superintendent of Schools  
**Ms Nicole Grant**  
Director of Finance

**Sellsbury Board of Education**  
45 Lincoln City Road  
Lakeville, CT 06038  
860-824-0855  
17 vehicles

**Ms Lisa Carter**  
Superintendent of Schools  
**Mr. Sam Hornek**  
Business Manager

**New Milford Public Schools**  
50 East Street  
New Milford, CT 06778  
860-354-8726  
72 Vehicles

**Ms Alicia DiCorpo**  
Superintendent of Schools  
**Mr. Anthony Giavannone**  
Director of Fiscal Services

**Regional School District #10**  
24 Lyon Road  
Burlington, CT 06013  
860-673-2538  
36 Vehicles

**Mr. Howard Thierly**  
Superintendent of Schools  
**Mrs. Susan Leone**  
Business Manager

**Regional School District #16**  
30 Coer Road  
Prospect, CT 06712  
203-758-8671  
44 Vehicles

**Mr. Michael Yaemin**  
Superintendent of Schools  
**Mr. Tony DeLeone**  
Business Manager

**Sherman Public School**  
2 Route 37 East  
Sherman, CT 06784  
860-355-3793  
6 Vehicles

**Mr. Jeff Melendez**  
Superintendent of Schools

**Ansonia Public Schools**  
42 Grove Street  
Ansonia, CT 06401  
203-736-5095  
24 Vehicles

**Dr Joseph DiBacco**  
Superintendent of Schools  
**Mr. Robert Evans**  
Director of Facilities

**Cornwall Board of Education**  
5 Cream Hill Road  
West Cornwall, CT 06796  
860-672-6617  
7 Vehicles

**Ms Lisa Carter**  
Superintendent of Schools  
**Mr. Sam Herrick**  
Business Manager

**Derby Public Schools**  
35 Fifth Street  
Derby, CT 06418  
203-736-5027  
10 Vehicles

**Dr. Matthew Conway**  
Superintendent of Schools  
**Mr. Mark Izzo**  
Business Manager

**Seymour Public Schools**  
98 Bank Street  
Seymour, CT 06483  
203-888-4564  
27 Vehicles

**Mr. Michael Wilson**  
Superintendent of Schools  
**Ms Sherry Holmes**  
Business Manager

**Litchfield Public Schools**  
Plumb Hill Road  
Litchfield, CT 06759  
860-567-7500  
15 Vehicles

**Mr Chris Leone**  
Superintendent of Schools  
**Mr. David Florillo**  
Director of Business Operations

**Regional School District #6**  
98 Wamogo Road  
Litchfield, CT 06759  
860-567-7501  
14 Vehicles

**Mr. Chris Leone**  
Superintendent of Schools  
**Mr. David Florillo**  
Director of Business Operations

**North Canaan School**  
90 Pease Street  
North Canaan, CT 06018  
860-824-5149  
5 Vehicles

**Ms Lisa Carter**  
Superintendent of Schools  
**Mr. Sam Herrick**  
Business Manager

**Lee H Kellogg School**  
47 Main Street  
Canaan, CT 06031  
860-824-7791  
2 Vehicles

**Ms Lisa Carter**  
Superintendent of Schools  
**Mr. Sam Herrick**  
Business Manager

**Sharon Center School**  
80 Hilltop Road  
Sharon, CT 06069  
860-364-5153  
6 Vehicles

**Ms Lisa Carter**  
Superintendent of Schools  
**Mr. Sam Herrick**  
Business Manager

**Kent Center School**  
9 Judd Lane  
Kent, CT 06757  
860-364-5154  
6 Vehicles

**Dr. Pamela Vogel**  
Superintendent of Schools  
**Mr. Sam Herrick**  
Business Manager

**Oxford Public Schools**  
144 Oxford Rd Unit 1B  
Oxford, CT 06478  
203-888-7754  
27 Vehicles

**Dr. Jason McKinnon**  
Superintendent of Schools  
**Dr Robert Miller**  
Assistant Superintendent

**City of Waterbury**  
203 Grand Street  
Waterbury, CT 06702  
203-574-8037  
60 Vehicles

**Dr. Verna Ruffin**  
Superintendent of Schools  
**Mr. Jeffery Hunter**  
Transportation Director

**Monroe Public Schools**  
375 Monroe Turnpike  
Monroe, CT 06468  
203-452-2860  
42 Vehicles

**Mr. Joe Kobza**  
Acting Superintendent of Schools  
**Mr Ron Bunovsky**  
Interim Finance Director

**Newtown Public Schools**  
3 Primrose Street  
Newtown, CT 06470  
203-426-7620  
65 Vehicles

**Dr. Lorrie Rodrigue**  
Superintendent of Schools  
**Ms Tonja Gouveia**  
Business Manager

**Regional School District #7**  
100 Battistoni Drive  
Winsted, CT 06098  
860-379-8525

**Dr. Judith Palmer**  
Superintendent of Schools  
**Mr. James Gaskins**  
Business Manager

**Colebrook Consolidated School**  
452 Smith Hill Rd  
Colebrook, CT 06021  
860-379-2179  
3 Vehicles

**Mr Robert Gilbert**  
Superintendent of Schools

**Botelle Elementary School**  
128 Greenwoods Road East  
Norfolk, CT 06058  
860-542-5286  
4 Vehicles

**Thomaston Public Schools**  
185 Branch Road  
Thomaston, CT 06787  
860-283-4796  
14 Vehicles

**Plymouth Public Schools**  
27 North Harwinton Ave  
Terryville, CT 06786  
860-480-2912  
29 Vehicles

**Wolcott Public Schools**  
1488 Woodtick Road  
Wolcott, CT 06716  
203-879-8183  
36 Vehicles

**Winchester Public Schools**  
388 Main St.  
Winsted, CT 06098  
860-379-0706  
12 Vehicles

**Regional School District #14**  
5 Minortown Rd.  
Woodbury, CT 06798  
203-263-4339  
30 Vehicles

**Brookfield Public Schools**  
100 Pocono Road  
Brookfield, CT 06804  
203-775-7700  
42 Vehicles

**Ms. Mary Beth Iacobelli**  
Superintendent of Schools

**Ms. Francine Coss**  
Superintendent of Schools  
**Mr. Todd Bendtsen**  
Business Manager

**Sherri Turner**  
Interim Superintendent of Schools  
**Mr. Matthew Tencza**  
Business Manager

**Dr. Tony Gasper**  
Superintendent of Schools  
**Mr. Todd Bendtsen**  
Business Manager

**Mrs. Melony Brady-Shanley**  
Superintendent of Schools  
**Ms. Nancy O'Dea-Wyrick**  
Director of Business & Finance

**Dr. Joseph Olzacki**  
Superintendent of Schools  
**Ms Tina Tanguay**  
Director of Finance & Operations

**Mr. John Barile**  
Superintendent of Schools  
**Mr. Ken Post**  
Business Manager

Carrier Name	USDOT Number	Number of Inspections (5/1/19 to 8/31/20)	Number of Buses Placed Out-of-Service (9/1/19 to 8/31/20)	Percentage of Buses Placed Out-of-Service (9/1/19 to 8/31/20)
All Star Transportation	1264543	673	2	0.30%
<b>Totals</b>		<b>673</b>	<b>2</b>	<b>0.30%</b>

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.9

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES and DATES/TIMES
Park & Rec. V. Cuevas	Crosby, Wallace, Wilby, North End: 6/17/21 – 8/9/21, Mon. thru Fri. Aud., gym, pool - 7:30am – 3:00pm (summer rec. program) Kennedy pool: 6/28/21 – 8/6/21, 8:30am – 8:00pm, Mon. thru Fri. (Learn to swim program)
L. Richard	Career Academy rooms 426 & 416: June 22, 23, and 24, 7:30am – 5:00pm (CNA state testing for WCA and KHS)
*Park & Rec. V. Cuevas	<b>Kennedy pool: June 14, 10am – 9pm (lifeguard certification)</b> <b>June 21, 11am – 8pm and June 22 &amp; 23, 9am – 1pm</b> <b>(lifeguard training for Learn 2 Swim Program)</b>

Approved:

\_\_\_\_\_  
Ann M. Sweeney

1700k

MAY - 6 2021

# SCHOOL PERSONNEL USE ONLY

DATE: 5/6/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas: Bureau of Recreation

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

NAME OF SCHOOL REQUESTED: Kennedy

☐ Auditorium    ☐ Gymnasium    ☒ Swimming Pool    ☐ Café/Rooms

\* June 14th 10AM - 9pm

DATES REQUESTED: June 21st 11AM - 8pm

FROM: June 22nd am TO: June 23rd 9AM - 1pm pm

## FOR THE FOLLOWING PURPOSES:

Lifeguard Learn 2 Swim training

\* Lifeguard CERTIFICATION

Victor Cuevas  
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.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES and DATES/TIMES
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GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR  
PREVIOUS WAIVER:

Wtby. Symphony Orchestra: D. Donato	WAMS Courtyard 6/12/21 9:00am – 7:00pm (Gershwin Concert Performance)
--	--

Special Olympics N. Cook	Crosby track: Sat., June 19 <sup>th</sup> 7:30am – 5:00pm (Wtby. Special Olympics track practice)
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*P.A.L. Sgt. Bessette	Wilby gym: 7/5 – 8/13/21 4-9 PM Mon.-Fri. (basketball summer league only needing gym if raining)
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Approved:

\_\_\_\_\_  
Ann M. Sweeney

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

MAY 17 2021

CONTRACT#

APPLICANT Sgt. Ryan Besselle NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St, Waterbury, CT 06704 TELEPHONE # (203) 509-5668  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Willingus DATES 5/15/21-8/13/21 ROOM(S) Gymnasium *OK*

OPENING TIME 4 PM CLOSING TIME 9 PM PURPOSE Basketball League

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 60

SIGNATURE OF APPLICANT [Signature] DATE 5/17/21

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

Officer Lott, 64 Division St, Waterbury, CT 06704 / 203-346-3921  
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. (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: 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.

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

*\* Gym use only if raining otherwise PAL will be using their outside Basketball courts*

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.1

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Contract with Hertz Furniture Systems, LLC, for locker replacement at Driggs and Sprague Schools.

Approved:

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Rocco F. Orso

## **Memorandum**

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: May 10, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** – Contract for Locker Replacement at Driggs Elementary School and Sprague Elementary School between City of Waterbury and Hertz Furniture Systems, LLC

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The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 232,799.71 for Locker Replacement at Driggs Elementary School and Sprague Elementary School between City of Waterbury and Hertz Furniture Systems, LLC.

**This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.**

**This contract is subject to Board of Education approval anticipated at their upcoming meeting on 5/20/2021.**

**The contract may be subject to non-substantial changes to be approved by Corporation Counsel.**

This contract was initiated under the Request for Proposal process (RFP #6922).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of Replacement of Lockers at Driggs Elementary School and Sprague Elementary School. The Contractor shall provide for the demolition, removal, and proper disposing of existing lockers; installation of 15"Wx15"Dx30"H Vanguard Double-Tier Lockers in Reflex Blue (No. 052) at Driggs and in Lake Blue (No. 715) at Sprague, installation shall be completed in accordance with the manufacturer's approved drawings and assembly instructions. Upon installation of the lockers, Contractor shall inspect all lockers and make any needed adjustments for proper door and locking mechanism operation and touch up any scratchers or abrasions with factory supplied paint to match the original finish. Contractor shall provide a turn-key operation for the replacement of the lockers at Driggs and Sprague Schools and shall provide all equipment, material, labor, services, etc., necessary to complete the Project.

Contractor shall provide a minimum of one (1) year warranty from the date of completion of the Project.

The Contractor shall Substantially Complete all work and services required under this Contract within One Hundred Five (105) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within One Hundred Twelve (112) consecutive calendar days of the City's written Notice to Proceed ("Contract Time"). In any event, the Project shall reach Final Completion no later than August, 31, 2021.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

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 Clerk’s Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

---

Chris Harmon  
Attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.

**CONTRACT**  
**for**  
**LOCKER REPLACEMENT AT DRIGGS ELEMENTARY**  
**SCHOOL AND SPRAGUE ELEMENTARY SCHOOL**  
**RFP No. 6922**  
**between**  
**City of Waterbury**  
**and**  
**Hertz Furniture Systems, LLC**

**THIS CONTRACT** (“Contract” or Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and HERTZ FURNITURE SYSTEMS, LLC (“Contractor” or “Hertz”), located at 170 Williams Drive, Ramsey New Jersey 07446, a State of Connecticut duly registered Foreign Limited Liability Company (jointly referred to as the “Parties” to this Agreement)

**WHEREAS**, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 6922 for Locker Replacement two (2) Waterbury Public Schools, Driggs Elementary School and Sprague Elementary School; and

**WHEREAS**, the City has selected Contractor to perform services regarding RFP Number 6922; and

**WHEREAS**, the City desires to obtain the Contractor's services for Locker Replacement at Driggs Elementary School and Sprague Elementary School pursuant to the terms set forth in this Contract (the “Project”).

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

**1.1.** The Project consists of Replacement of Lockers at Driggs Elementary School (“Driggs”) located at 77 Woodlawn Terrace and Sprague Elementary School (“Sprague”) located at 1443 Thomaston Avenue. The Project consists of and Contractor shall provide for the demolition, removal, and proper disposing of existing lockers; installation of 15”Wx15”Dx30”H Vanguard Double-Tier Lockers in Reflex Blue (No. 052) at Driggs and in Lake Blue (No. 715) at Sprague, installation shall be completed in accordance with the manufacturer’s approved drawings and assembly instructions and includes the installation

of any and all fasteners, trim, joints, etc., and shall be anchored appropriately to surfaces, and as further detailed herein and in the Contract Documents. Upon installation of the lockers, Contractor shall inspect all lockers and make any needed adjustments for proper door and locking mechanism operation and touch up any scratchers or abrasions with factory supplied paint to match the original finish. Contractor shall also provide all necessary accessories, fittings and fasteners. Contractor shall provide a minimum of one (1) year warranty from the date of completion of the Project. Contractor shall be responsible for any damage caused as part of the removal and installation process. Contractor shall provide a turn-key operation for the replacement of the lockers at Driggs and Sprague Schools and shall provide all equipment, material, labor, services, etc., necessary to complete the Project as stated herein and detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** City of Waterbury RFP No. 6922, consisting of 9 pages, (excluding attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
- 1.1.2** Attachment F to RFP No. 6922, "Scope of Services - General Description - Technical Specifications" ("Technical Specifications"), consisting of 4 pages, attached hereto;
- 1.1.3** Addendum #1 to RFP No. 6922, dated April 20, 2021, consisting of 2 pages, attached hereto;
- 1.1.4** Contractor's Revised Cost Proposal for 15"Wx15"Dx30"H Lockers, submitted May 3, 2021, consisting of 1 page, attached hereto;
- 1.1.5** "Vanguard, Knocked Down Steel Locker, Snapshot Specifications – Section 10 51 13," ("Vanguard Snapshot Specifications") and Manufacturer's (Penco) Color Chart, submitted by Contractor on April 30, 2021, consisting of 4 pages, attached hereto;
- 1.1.6** Contractor's "Health/Safety and Hygiene Plan," submitted April 30, 2021, consisting of 4 pages, attached hereto;
- 1.1.7** Contractor's Response to RFP No. 6922, consisting of 7 pages, dated April 22, 2021, (excluding original price proposal, contract compliance documents and copy of proposal security payment; incorporated by reference), attached hereto;
- 1.1.8** Contractor's Certificate(s) of Insurance; incorporated by reference;
- 1.1.9** Contractor's Performance Bond/Payment Bond, incorporated by reference;
- 1.1.10** State Wage Rate Documentation, consisting of 9 pages, attached hereto;
- 1.1.11** Any and all applicable Commission on Human Rights and Opportunities compliance documentation, (including any additional documents issued after execution of this agreement), incorporated by reference;
- 1.1.12** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 1.1.13** All Permits and Licenses, incorporated by reference; and
- 1.1.14** Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

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

- 1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2** Contract Amendment(s) and Change Order
- 1.2.3** This Contract
- 1.2.4** Addendum #1 to RFP No. 6922
- 1.2.5** Contractor's Revised Costing
- 1.2.6** Technical Specifications (Attachment F to RFP No. 6922)
- 1.2.7** Vanguard Snapshot Specifications

- 2. Representations Regarding Qualification and Accreditation.** The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

- 2.1 Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

- 2.2 Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

- 2.3 Background Checks.** If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

- 3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1 Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

**3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the solicitation process to ask questions it saw fit and to review the responses from the City;

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

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for RFP Number 6922 (collectively "Proposal Documents");

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

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

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for

ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

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

- 3.2 Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- 3.3 Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.
- 3.4 Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.
- 3.5 Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.
- 3.6 Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

**3.8.1 Criminal Background Check and DCF Registry Check.** The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are may have direct contact with students have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

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

- 3.10 Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.
- 3.11 Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.
- 3.12 Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.
- 3.13 Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- 3.14 Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

- 4.1** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.
- 4.2** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor

shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **One Hundred Five (105) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **One Hundred Twelve (112) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time"). In any event, the Project shall reach Final Completion no later than August, 31, 2021.

### **5.1 Delay Damages**

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

**5.1.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

**5.2 No Damage for Delay.** In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency

of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1 Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **Two Hundred Thirty Two Thousand Seven Hundred Ninety Nine Dollars and Seventy One Cents (\$232,799.71)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Proposal Price and Contractor's corresponding "Price Breakdown" set forth in **Attachment A's** Contractor's Revised Cost Proposal submitted May 3, 2021, is attached hereto in Attachment A, and is summarized below:

**6.1.1 Driggs Elementary School**

Unit Price per Opening \$187.07

(Per Unit: Material \$105.85 + Labor \$81.22)

Driggs TOTAL (\$187.07 x 940 Units) .....**\$175,845.80**

**6.1.2 Sprague Elementary School**

Unit Price per Opening \$196.65

(Per Unit: Material \$110.45 + Labor \$86.20)

Sprague TOTAL (\$196.65 x 182 Units) .....**\$35,790.30**

**6.1.3 10% Owner Contingency Allowance**.....**\$21,163.61**

**TOTAL**..... **\$232,799.71**

**6.2 Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five Percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3 Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding. Contractor understands any and all payment set forth herein is contingent upon receipt of grant funding and compliance with any and all grant requirements and parameters.

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

**6.4 Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP Number 6897 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5 Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

**6.7 Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.8 Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

**6.9 Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

**6.9.1** submit Applications for Payment in accordance with the following:

**6.9.1.1** The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

**6.9.2** Progress and Final Payments

**6.9.2.1** The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

**6.10** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule which shall generally comport with Contractor's preliminary schedule of work provided in its Revised Proposal, attached hereto as Attachment A. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City

delivers its written notice of its acceptance of the Project and statement therein establishing the Final Completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

- 7.1** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

## **8. Passing of Title and Risk of Loss.**

- 8.1** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- 8.2** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- 8.3** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

## **9. Indemnification.**

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

- 9.2** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 9.3** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.
- 9.4** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- 9.5** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- 9.6** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- 10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the City delivers its written notice of its acceptance of the Project.
- 11. Contractor's Insurance.**
- 11.1** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been

approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

**11.4.1 General Liability Insurance:**

**\$1,000,000.00** each Occurrence

**\$2,000,000.00** General Aggregate

**\$2,000,000.00** Products/Completed Operations Aggregate

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

**11.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (CSL) Combined Single Limit Each  
Accident

**Any Auto, All Owned and Hired Autos**

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

**11.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut

Employers': Employer Liability (EL):

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**11.4.4 Excess/Umbrella Liability Insurance:**

**\$1,000,000.00** each Occurrence

**\$1,000,000.00** Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

**11.4.5 Contractors Pollution Liability Insurance:**

**\$1,000,000.00** each Occurrence/Claim

**\$2,000,000.00** Aggregate

**There will be no exclusion for Hazardous Materials, including Asbestos and Lead.**

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

**11.7 Certificates of Insurance:** All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation Professional Liability. All policies shall include a Waiver of Subrogation, except Builder's Risk and Professional Liability.** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

**12.2 Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**12.2.2** The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this

Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

**12.3 Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4 Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1 Definitions –** For purposes of this paragraph:

**12.4.1.1** "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**12.4.1.2** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**12.4.1.3** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

**12.4.4.1** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

**12.4.4.2** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

**13.2 Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or association, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

**13.3 Affirmative Action.**

**13.3.1 Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.1.1** Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

**13.3.1.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

**13.3.1.1.2** The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

**13.3.1.1.3** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be

provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.1.1.4** The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

**13.3.1.1.5** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

**13.3.1.1.6** If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2 Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.2.1** Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

**13.3.2.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

**13.3.2.1.2** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.2.1.3** The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

**13.3.2.1.4** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

**14. Good Jobs Ordinance: Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1** The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.4 Definitions.** For purposes of this paragraph:

**14.4.1** “Administrator” shall be defined as it is in the Good Jobs Ordinance.

**14.4.2** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.

**14.4.3** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.

**14.4.4** “Contractor” shall be defined as it is in the Good Jobs Ordinance.

**14.4.5** “Covered Project” shall be defined as it is in the Good Jobs Ordinance.

**14.4.6** “Hiring Goal” shall be defined as it is in the Good Jobs Ordinance.

**14.4.7** “Resident” shall be defined as it is in the Good Jobs Ordinance.

**14.4.8** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

**14.5.1** at least thirty percent (30%) of its total worker hours performed by City Residents, and

**14.5.2** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

**14.5.3** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

**14.5.4** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

**14.5.5** a minimum of five percent (5%) of the construction workforce labor hours will be women, and

**14.5.6** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

**14.5.7** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

**14.8.1** The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job title.

**14.8.2** The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

**14.8.3** The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

**14.8.4** The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

**14.9 Liquidated Damages Applicable To Section 14.1 through 14.8**

**14.9.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

**14.9.1.1** issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

**14.9.1.2** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.9.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.9.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.9.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.9.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.9.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

- 15.1** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 15.2** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action,

as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 15.6** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Termination.**

- 16.1 Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

**16.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

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

**16.3 Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

#### **16.4 Rights Upon Termination.**

**16.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership

including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

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

- 17.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 17.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

- 17.3 acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 17.4 strikes and labor disputes; and
- 17.5 certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Contract and the schedule set forth in Section 5 of this Contract.

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

- 18.1 The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- 18.2 The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.
- 18.3 The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

**20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month

period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

**23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

**27. Changes in the Project: Change Orders.**

**27.1 Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation

by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

## **27.2 Procedures.**

### **27.2.1 The Contractor's Response to a Change Request.**

**27.2.1.1** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

**27.2.1.2** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3 City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written

Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4 Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 6922; (ii) Contractor's Revised Cost Proposal; (iii) Technical Specifications; and (iv) Vanguard Snapshot Specifications. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Hertz Furniture Systems, LLC  
170 Williams Drive  
Ramsey, New Jersey 07446

City: City of Waterbury, Department of Education  
Attn: School Inspector's Office  
236 Grand Street  
Waterbury, Connecticut 06702

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

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

- 34.1** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 34.2** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- 34.3** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the

prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

- 34.4** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 34.6** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 34.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 34.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- 34.9** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and

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

- 34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of Waterbury and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- 34.11** The Contractor is hereby charged with the requirement that it shall have knowledge of, and if applicable, shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.
- 34.12** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- 34.13 INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.
- 34.14 PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- 34.15 FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder or proposer is to submit a bid or proposal for the Work contemplated.
- 35.3 Bidder or Proposer:** A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, (iii) any identified Milestone, and (iv) any identified Phased Completion Date.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager:** An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings:** Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract as may be included in **Attachment A** hereto.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: Department of Education, School Inspector's Office

[Signature page follows]

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

**WITNESSES:**

**HERTZ FURNITURE SYSTEMS, LLC**

Sign: \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Print Name:

Sign: \_\_\_\_\_  
Print Name:

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## **ATTACHMENT A**

1. City of Waterbury RFP No. 6922, consisting of 9 pages, (excluding attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
2. Attachment F to RFP No. 6922, "Scope of Services - General Description - Technical Specifications" ("Technical Specifications"), consisting of 4 pages, attached hereto;
3. Addendum #1 to RFP No. 6922, dated April 20, 2021, consisting of 2 pages, attached hereto;
4. Contractor's Revised Cost Proposal for 15"Wx15"Dx30"H Lockers, submitted May 3, 2021, consisting of 1 page, attached hereto;
5. "Vanguard, Knocked Down Steel Locker, Snapshot Specifications – Section 10 51 13," ("Vanguard Snapshot Specifications") and Manufacturer's (Penco) Color Chart, submitted by Contractor on April 30, 2021, consisting of 4 pages, attached hereto;
6. Contractor's "Health/Safety and Hygiene Plan," submitted April 30, 2021, consisting of 4 pages, attached hereto;
7. Contractor's Response to RFP No. 6922, consisting of 7 pages, dated April 22, 2021, (excluding original price proposal, contract compliance documents and copy of proposal security payment; incorporated by reference), attached hereto;
8. Contractor's Certificate(s) of Insurance; incorporated by reference;
9. Contractor's Performance Bond/Payment Bond, incorporated by reference;
10. State Wage Rate Documentation, consisting of 9 pages, attached hereto;
11. Any and all applicable Commission on Human Rights and Opportunities compliance documentation, (including any additional documents issued after execution of this agreement), incorporated by reference;
12. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
13. All Permits and Licenses, incorporated by reference; and
14. Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (#6922)  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
LOCKER REPLACEMENT AT DRIGGS ELEMENTARY SCHOOL AND  
SPRAGUE ELEMENTARY SCHOOL**

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**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for LOCKER REPLACEMENT AT DRIGGS ELEMENTARY SCHOOL AND SPRAGUE ELEMENTARY SCHOOL (the “Project”) with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
  - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
  - b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
  - c. Adequate staff/employees to perform/complete the work in a timely manner;
  - d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
  - e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

**C. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**D. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **Forty-five (45) consecutive calendar days** of the City’s written Notice to Proceed (“Contract Time”).

**E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the

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Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 04/16/2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 04/20/2021.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid walk-through will be held on 4/13/2021 at 10:00 AM, at Driggs School located at 77 Woodlawn Terrace, Waterbury, CT 06710, and further information will be provided for visiting Sprague School. Attendance at the pre-bid walk-through is MANDATORY by a representative of each perspective bidder**

**F. Management**

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

**G. Conditions**

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all

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proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

**H. Submittal Requirements & Required Format**

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**One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 10:30 a.m. on April 26, 2021. No proposals received after that time shall be considered.**

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
  - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
- 2. Each Proposal shall contain the following four (4) forms, fully completed, as follows:**
- a. Contract Compliance Documents (Attachment A)**
    - i. Proposers shall complete Attachment A documents which includes Annual Statement of Financial Interests; City of Waterbury Certification regarding Debarment, Suspension, Ineligibility and Exclusion; Corporate Resolution; Disclosure and Certification of Affidavit regarding outstanding obligations to the City of Waterbury; LLC Resolution; CHRO Contract
    - ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.
  - b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
    - i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
    - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
    - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
  - c. Price Proposal (Attachment D).**
    - i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.

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- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
- iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

**d. Contractor's Qualification Statement (Attachment E).**

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

**3. Proposals may, at Proposer's discretion, contain the following:**

- a. **Exceptions and Alternatives.** Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. **Additional Data.** Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

**1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

**2. Selection Process**

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**J. Rights Reserved to The City**

- 1. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the

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proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

2. Nothing in this RFP shall require that the City accept the lowest Cost Schedule/Budget. Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.
3. The City reserves the right to reject any Proposal based upon Proposer's prior history with the City of Waterbury or with any other party that demonstrates, without limitation, unsatisfactory performance or significant failure(s) to meet any and all of its contractual obligations.
4. Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
5. The City will consider the qualifications of only those Proposers whose Proposals are, among other factors, that are in compliance with the requirements set forth in the RFP.
6. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

**K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.**

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

**L. State Set-Aside Requirements**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

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**M. Insurance Requirements**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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.

At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP 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. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

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

**Workers Compensation:**        **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$500,000 EL each Accident**  
   **\$500,000 EL Disease each Employee**  
   **\$500,000 EL Disease Policy Limits**

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

**Contractors Pollution Liability Insurance:**    **\$1,000,000 each Occurrence/Claim**  
   **\$1,000,000 Aggregate**

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**There will be no exclusion for Hazardous materials, including Asbestos and Lead**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer 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: **"Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", "Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.

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- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Bid” or “Bid Form” shall mean “Price Proposal “as the context so requires.

**O. Performance/Payment Bonds**

Proposer’s attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**Q. Prevailing Wages**

If the proposal is over \$100,000 bidders are advised that State of Connecticut prevailing wage rates will apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder’s attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP #  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

**Technical Specifications**

The School Inspector's Office of the Waterbury Board of Education is seeking proposals to replace lockers at Driggs Elementary School and Sprague Elementary School.

School		Location	Measurements*
Driggs	Lockers - Standalone	Basement	Basement widths: 27' , 8' , 14' , 3' , 3' , 4' , 27' , 16'
		1 <sup>st</sup> Floor	1 <sup>st</sup> Floor widths: 6' , 12' , 13' , 18' , 15' , 4' , 17' , 9' , 9' , 15' , 18' , 12' , 19' , 3' , 24' , 16' , 3' , 17' , 3' , 3' , 24' , 23' , 4'
		2 <sup>nd</sup> Floor	2 <sup>nd</sup> Floor widths: 10' , 9' , 23' , 16' , 5' , 18' , 10' , 9' , 16' , 23' , 5' , 8' , 7' , 4' , 23' , 16' , 3' , 17' , 3' , 3' , 3' , 16' , 23' , 4'
Sprague	Lockers- built into the walls	1 <sup>st</sup> Floor	1 <sup>st</sup> Floor widths: 155'' , 201'' , 310''
		2 <sup>nd</sup> Floor	2 <sup>nd</sup> Floor widths: 67'' , 177'' , 222'' , 178'' , 222''
			Height of Built-Ins: 60''

\*Bidders are responsible for taking accurate measurements during the mandatory walkthroughs at both schools.

**A.SCOPE OF SERVICE**

- The intent of this invitation is to secure a contractor to remove student lockers at Driggs School and Sprague School.
- Depending on space, provide and install double tier 12'' x 15'' x 60'' student lockers
- Contractors must supply all materials for the project and be responsible for any damaged caused as part of the removal or installation process.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. TIME OF COMPLETION**

The work is to be done during summer 2021.

**C.PRODUCTS**

1. **Manufacturer:** Subject to compliance with requirements, provide Lyon Workspace Products; Heavy Duty Ventilated Lockers or one of the following:
  - Pence Products, Inc.; Invincible II Lockers.
  - Republic Storage Products, LLC; Heavy Duty Ventilated Lockers.
2. **Sizes:** 12'' x 15'' x 30'' Double Tier.

**D.FABRICATION**

1. **Material:** All major steel parts shall be made of mild cold rolled steel, free from imperfections and capable of taking a high grade enamel finish.
2. **Finish:** Surfaces of the steel shall be thoroughly cleaned and phosphatized in a seven-stage process. All parts shall then be finished with a heavy coat of enamel baked on at 300 degrees for 30 minutes. Powder coated baked enamel finish is an option we would like to consider as well.
3. **Construction:** Lockers shall be built on the unit principle - each locker shall have an individual door and frame, an individual top, bottom, back and shelves with common intermediate uprights separating units. Assembly of all locker components shall be by riveting with a backup washer to provide a shake-proof permanent fastening system while still permitting fastener removal by drilling to allow future rearrangement of lockers or replacement of damaged parts.
4. **Body:** Assembled by riveting or bolting body components together; bolt spacing not to exceed 9" of. Fabricate from unperforated, cold-rolled steel sheet with thicknesses as follows:
  - Tops and Bottoms: 16 gauge with single bend at edges.
  - Backs: 18 gauge.
  - Shelves: 16 gauge with double bend at front and right-angle single bend at sides and back.
  - Furnish box-type finished end panels on all exposed ends of lockers (at Driggs School only). Minimum 16 gauge steel formed to match locker depth and height, 1 inch edge dimension; finish to match lockers; install with concealed fasteners
  - Perforated Sides: Fabricated from 16 gauge cold-rolled steel sheet with manufacturer's standard perforations.
5. **Frames:** Channel formed; fabricated from 16 gauge cold-rolled steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral door strike full height on vertical main frames.
  - Cross Frames for Double and Triple-Tier Lockers: Channel formed and fabricated from same material as main frames; welded to vertical main frames.
  - Perforated Doors: One-piece, fabricated from 14 gauge cold-rolled steel sheet with manufacturer's standard perforations; formed into channel shape with double bend at

**CITY OF WATERBURY  
BOARD OF EDUCATION**

vertical edges and with right- angle single bend at horizontal edges and latch point (bottom) and right-angle single bend at remaining edges for box lockers.

- Reinforcement: Manufacturer's standard reinforcing angles, channels, or pans for doors more than 15 inches wide; welded to inner face of doors.
- 6. Interior Equipment:** Single tier lockers over 42" high shall have one hat/book shelf. Other tiered lockers do not require shelves. All single, double and triple tier lockers shall have one double prong back hook (single prong in 9" width) and two single prong wall hooks in each compartment. All hooks shall be made of steel, formed with ball points, zinc-plated and attached with two bolts or rivets. Lockers under 20" high are not equipped with hooks.
- 7. Hinges:** Welded to door and attached to door frame with not less than 2 factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.
- Knuckle Hinges: Steel, full loop, five-knuckle, tight pin; minimum 2 inches high, two hinges per door. Doors over 44" high shall have three hinges
- 8. Latching:** Latching shall be a one-piece, pre-lubricated spring steel latch, completely contained within the lock bar under tension to provide rattle-free operation. The lock bar shall be of pre-coated, double-channel steel construction. The lock bar shall be securely contained in the door channel by self-lubricating polyethylene guides that isolate the lock bar from metal to metal contact with the door. There shall be three latching points for lockers over 42" in height and two latching points for all tiered lockers 42" and under in height. The lock bar travel is limited by contacting resilient high-quality elastomeric cushioning devices concealed inside the lock bar. Frame hooks to accept latching shall be of heavy gauge steel, set close in and welded to the door frame. Continuous vertical door strike shall protect frame hooks from door slam damage. The impact caused by the door closing shall be absorbed by a soft rubber silencer which is to be securely installed on each frame hook. A Latch Guard steel plate shall be welded on each frame hook on tiered lockers.
- 9. Handles:** Tiered Lockers: A non-protruding 14 gauge lifting trigger and slide plate shall transfer the lifting force for actuating the lock bar when opening the door. The exposed portion of the lifting trigger shall be encased in a molded ABS thermoplastic cover that provides isolation from metal-to-metal contact and be contained in a formed 20 gauge stainless steel pocket. This stainless steel pocket shall contain a recessed area for the various lock types available and a mounting area for the number plate.
- 10. Combination Padlocks:** Provided by Owner.
- Provide handicapped accessible lock at accessible lockers.
- 11. Equipment:** Equip each metal locker with identification plate and the following unless otherwise indicated:
- Double-Tier Units: One double-prong ceiling hook and two single-prong wall hooks.
- 12. Accessories:**
- Number plates: Provide each locker with a polished aluminum number plate, 2-1/4 inches wide by 1 inch high, with black numerals not less than 3/8 inch high; attach to face of door with two aluminum rivets
  - Continuous Sloping Tops (at Driggs School only): Fabricated from minimum 16 gauge cold- rolled steel sheet; approximately 20-degree pitch.  
-Closures: Vertical-end type.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

- Sloped top corner fillers, mitered.
- Provide slip joints without visible fasteners at splice locations.
- Provide stiffeners for sloped tops at 24-inches of. maximum.

- Zee Bases (at Driggs School only): 14 gauge, steel flanged outward at top for support of lockers, flanged inward at bottom for anchoring to floor
- Filler Panels: Fabricated from 18 gauge cold-rolled steel sheet.
- Recess Trim (at Sprague School only): 18 gauge steel, 3 inch face dimension.
  - Vertical and/or horizontal as required.
  - Standard lengths as long as practical
  - Attach to lockers with concealed clips
  - Provide necessary finish caps and splices
  - Finish to match lockers

**13. Color:** Doors, frames and all body parts shall be finished in Accent Blue

**E. EXECUTION**

- 1. Demolish and remove old lockers** and other materials in a manner to prevent damage.
- 2. Installation:** Lockers must be installed in accordance with manufacturer's approved drawings and assembly instructions. Installation to be level and plumb with flush surfaces and rigid attachment to anchoring surfaces. Space fasteners at 36" O.C. or less as recommended by manufacturer. Use fasteners appropriate to load and anchoring substratum. Use reinforcing plates wherever fasteners could distort metal. Various trim accessories where shown such as sloping tops, fillers, bases, recess trim, etc., shall be installed using concealed fasteners. Flush, hairline joints shall be provided at all abutting trim parts and at adjoining surfaces.
- 3. Adjustment:** Upon completion of installation, inspect lockers and adjust as necessary for proper door and locking mechanism operation. Touch up scratches and abrasions with factory supplied paint to match original finish.
- 4. Quality Assurance:**  
**Uniformity:** Provide each type of metal locker as produced by a single manufacturer, including necessary accessories, fitting and fasteners
- 5. Damage of the site:** Contractor shall be responsible for any damage caused as part of the removal and installation process.

**F. WARRANTY**

Must include a standard one (1) year warranty after completion of project

**END OF ATTACHMENT F**

**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**April 20, 2021**

**RFP #: 6922**

**Project Title: Locker Replacement at Driggs & Sprague Elementary Schools**

Please find questions and answers below.

**Question:** “C&A Distributors Inc attended the mandatory walk-through meeting. We will be bidding the project to our installer Black Contracting that is a DAS certified woman owned business. No one from Blake Contracting signed in at the walk through. Is it acceptable they send a bid in because C&A attended? C&A will supply the material for Blake Contracting. “

**Answer:** The company that signed in at the prebid must be the one to submit the proposal.

**Question:** Lead times from the listed manufacturers are about 12-18 weeks right now. They are still rising as we get closer to the summer. Would the city accept a standard locker from a manufacture that has material in stock? Meeting the 45-day requirement to have material on site might not be realistic this year.

**Answer:** Substitution request needed to be submitted as a separate bid. Preference will be given to vendor bids that meet the RFP specifications and can adhere to deadline requirements.

**Question:** Under “fabrication”, line 3 calls for the lockers to be riveted. Line 4 calls for both riveting or nut and bolting. Are both acceptable ways of assembly?

**Answer:** Yes, as long as it doesn’t compromise safety and security.

**Question:** Under “Fabrication” line 10, padlocks. Calls for locks to be provided by owner. The sentence under it, says “provide and handicap accessible lock at accessible lockers” Is the owner providing these locks? If not, what kind of ADA lock would the owner accept? Please provide a manufacture and model number.

**Answer:** Please refer to specs.

**ADDENDUM #1**

**RFP #: 6922**

**Project Title: Locker Replacement at Driggs & Sprague Elementary Schools**

**Question:** Driggs School currently has 6" Z base. Industry standard is 4" high Z base. What height Z base should be provided?

**Answer:** 6" Z Base

**Question:** Specs call for color to be "Accent Blue". Will a color be selected from one of the listed approved manufactures standard color chart?

**Answer:** If needed, color substitutions will be discussed with the winning vendors

**Question:** Lockers at Sprague are 14" deep, Recessed in walls. The new lockers are to be 15" deep. If a 15" deep locker doesn't fit in the wall cavities, Will a 12" deep locker be acceptable?

**Answer:** Specs call for 12" deep. Please provide what is requested

**Question:** You are requesting 60" at Driggs, will you be clearing the areas above the existing 48" lockers to accommodate the higher lockers?

**Answer:** Yes

**Question:** On the bid spec the new lockers are called out as 12 x 15 x 30 double tier for both Sprague and Driggs. Is that 12"W x 15"D x 30"H or are you asking for 12"D x 15"W x 30"H?

**Answer:** 12"D x 15"W x 30"H

**Question:** On the bid spec you call out 940 at Driggs and 182 at Sprague. Is this the maximum amount of lockers per building? Can someone explain how we are getting the number 940 and 182?

**Answer:** Yes. Please bid accordingly. Final quantities will be negotiated with the winning vendor. Also, Please provide a price per unit installed.

**Question:** If we are replacing all the lockers with new lockers, the numbers do not add up to 940 and 182. Are you counting total openings as lockers? If so, we are short based on the onsite count.

**Answer:** Yes. Please bid accordingly. Final quantities will be negotiated with the winning vendor. Also, Please provide a price per unit installed.

**Thank you.**

**Kevin McCaffery**

**Director of Purchasing – City of Waterbury**



170 Williams Dr. Ramsey, NJ 07446 | 800-526-4677 | Fax 800-842-9290

## Vanguard or Guardian Lockers 15"Wx15"Dx30"H

- Full Interior & Exterior in your choices of 25 colors

### Current lead times:

Material: 16-18 Weeks

Delivery & Install: 2 Weeks (Both Schools)

### Locker Replacement at Driggs:

Material - \$105.85

Labor - \$81.22

Unit Price per Opening: \$187.07

Lump Sum for 940: **\$175,845.80**

### Locker Replacement at Sprague:

Material - \$110.45

Labor - \$86.20

Unit Price per Opening: \$196.65

Lump Sum for 182: **\$35,790.30**

# Vanguard<sup>TM</sup>

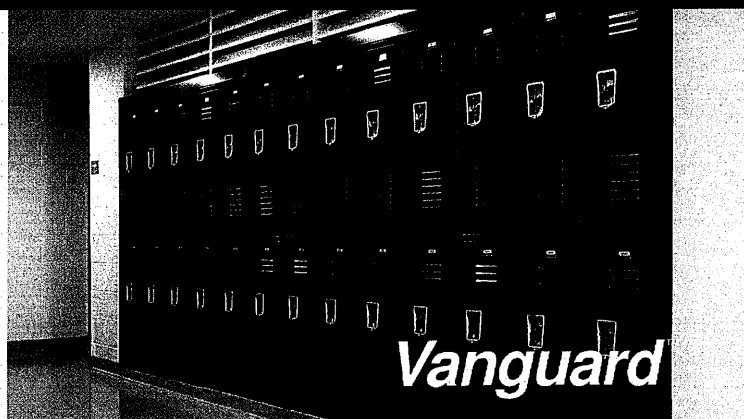
## Knocked Down Steel Locker



These are snapshot specifications for quick reference and product selection. Full MasterFormat Specifications with expanded product information can be found on [pencoproducts.com](http://pencoproducts.com) and may include updates as a result of Penco's continuous product improvement initiatives.

### At a Glance...

- General purpose economy storage
- Knocked Down Construction
- 16 or 18 gauge doors as noted
- Powder Coat Finish



## SNAPSHOT SPECIFICATIONS - Section 10 51 13

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

Standard Knocked Down Lockers

#### 1.02 REFERENCES

ADAAG - Americans with Disabilities Act, Accessibility Guidelines.

#### 1.03 SUBMITTALS

Submit under provisions of Section 01 33 00. Shop Drawings shall show dimensioned plans, elevations, and sections.

#### 1.04 DELIVERY, STORAGE AND HANDLING

Store products in manufacturer's unopened packaging until ready for installation to protect the locker finish and adjacent surfaces from damage.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURER

Penco Products, Inc. or approved equal based upon ability to provide product compliant with specifications of the product selected. Provide only metal lockers fabricated in the United States by a single domestic manufacturer.

Lockers shall be GREENGUARD Gold Certified by UL Environment through the GREENGUARD Certification Program.

#### 2.02 MATERIALS

**Steel:** All Penco standard lockers are constructed using prime grade steel free from surface imperfection suitable for powder coating. Alternate material: Prime grade steel shall be fabricated using galvaneal steel and finished in the same manner. Forged steel coat

hooks with balled ends and truss fin head bolts and hex nuts will be zinc coated and supplied for all lockers unless otherwise indicated.

#### 2.03 STANDARD LOCKERS

**Acceptable Product:** Penco Vanguard, knock-down lockers. Tops, Bottoms, Backs, Sides, and Shelves fabricated from 24 gauge sheet steel. Locker doors measuring less than 12 inches wide are 18 gauge steel. All others are fabricated from 16 gauge sheet steel. 6 inch legs are standard and can be deleted as a no cost option.

**Door Frame:** Channel shape, not less than 16 gauge steel. Provide vertical door frame members with additional 3/8 inch (9.5 mm) flange as a continuous door strike. Intermediate cross frame members are standard on double and triple tier lockers.

**Multi-Point Latch Doors:** One piece sheet steel with full channel formation of adequate depth to fully conceal lock bar on lock side, channel formation on hinge side, right angle formations across top and bottom, with holes for attaching number plates. Doors 18 inches and wider by 36 inches or higher will include a 3 inch wide 20 gauge full height reinforcing pan welded to inside face of door at 6 inch centers.

**Box Lockers:** One piece sheet steel with channel formations on lock and hinge sides, right angle flanges on top and bottom; pre-punch doors for padlock latch and friction catch and built-in combination and key locks.

**Ventilation:** Provide louvered doors in manufacturer's standard louver pattern.

**Hinges:** Two inch high, double spun, full loop, tight pin, projection welded to door frame and securely fastened to the door with steel rivets. Provide three 2 inch five-knuckle hinges on doors over 48 inches high and two 2 inch high five-knuckle hinges on all other doors.

#### 2.04 DOOR HANDLES AND LATCHING

**Two Person and Duplex Lockers, 1, 2 and 3 Tier featuring multi-point latching:**

**Recessed Handle:** Classic III Multi-point latching with recessed handle activated by a 14 gauge finger-lift control handle in a 22 gauge drawn and brushed stainless steel pocket fastened to the door with two tabs and a positive tamper-resistant decorative fastener. Depth shall be sufficient to prevent a standard combination padlock, built-in combination lock, or key lock from protruding beyond door face. Nylon lift trigger accommodates use of 9/32 inch padlock.

**Die-Cast Handle:** Chrome-plated zinc alloy die-cast case and handle attached to latch bar concealed inside door and tamperproof. Pulling handle out shall move latch bar up and open door in one motion and providing for use of 9/32 inch diameter padlock, integral with handle and located so that extension of handle forms padlock strike.

Doors over 48 inches high shall use glass-filled nylon clips to engage the door frame and hold the door shut at

three points. All other doors engage at two points.

**Locking Device:** Positive, automatic type, whereby locker may be locked when open, then closed without unlocking. Firmly secure one rubber silencer in frame at each latch hook.

**Box Lockers (3 to 6 Tier):** Punch doors for use with padlocks or built-in locks and configure doors for use with padlocks with an 18 gauge combination door pull, staple, and lock hole cover plate with integral friction catch.

## 2.05 INTERIOR EQUIPMENT

**ADA-Compliant Lockers (Recessed Handles with Multi-Point Latch):** Single Tier: Hat shelf 48 inches from locker bottom or lower as required by base condition. Double Tier: Only bottom opening, a shelf placed 15 inches off the floor or lower as required by base condition.

## 2.07 FABRICATION

Fabrication shall be on the unit principle, each locker with individual door and frame, individual top, bottom, back, and shelves, with common intermediate divisions separating compartments.

**Finish:** High quality powder coat paint finish applied in strict adherence to

paint manufacturer's specifications to provide optimum appearance and performance. Finishes releasing VOCs are not acceptable. Standard coating thickness is 1 mil dry film thickness minimum. Powder Coat Plus option increases thickness to 2 mil minimum. Colors as selected from manufacturer's standard colors. All locker body components shall match color of door and frame.

**Alternative finishes:** Custom color match, Anti Graffiti, antimicrobial, TGIC and high performance finishes are available.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

Do not begin installation until substrates and bases have been properly prepared. If substrate and bases are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.02 INSTALLATION

Install metal lockers and accessories at locations shown in accordance with manufacturer's instructions. Install lockers plumb, level, and square. Anchor lockers to floor and wall at intervals recommended by the manufacturer.

Bolt adjoining locker units together to provide rigid installation.

### 3.03 ADJUSTING

Adjust doors and latches to operate without binding. Verify that latches are operating satisfactorily. Adjust built-in locks to prevent binding of dial or key and ensure smooth operation prior to substantial completion.

Touch-up with factory-supplied paint and repair or replace damaged products before substantial completion.

### 3.04 PROTECTION

Protect installed products until completion of project.

Get the Full Specifications Here

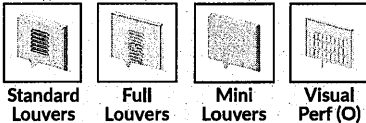
Log On:



Visit:

[pencoproducts.com/design-professionals/](http://pencoproducts.com/design-professionals/)

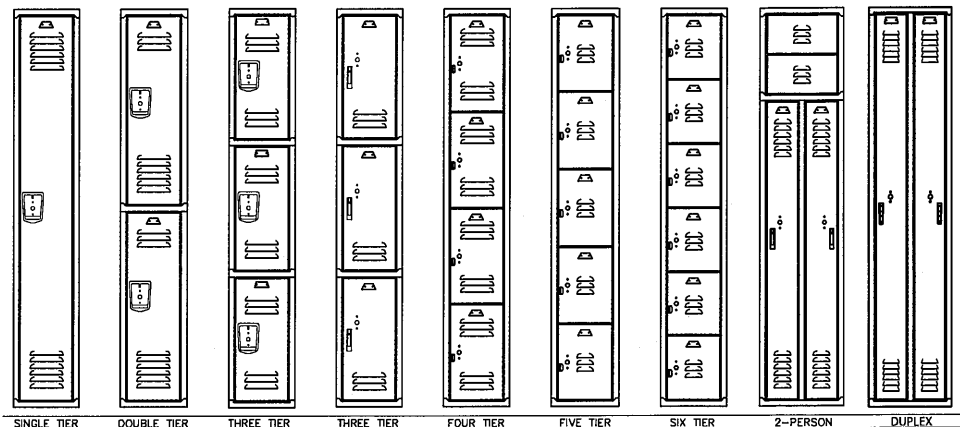
## Ventilation Options



## Door Handle Options



S = Standard, O = Optional,  
SB = Standard on Box Lockers



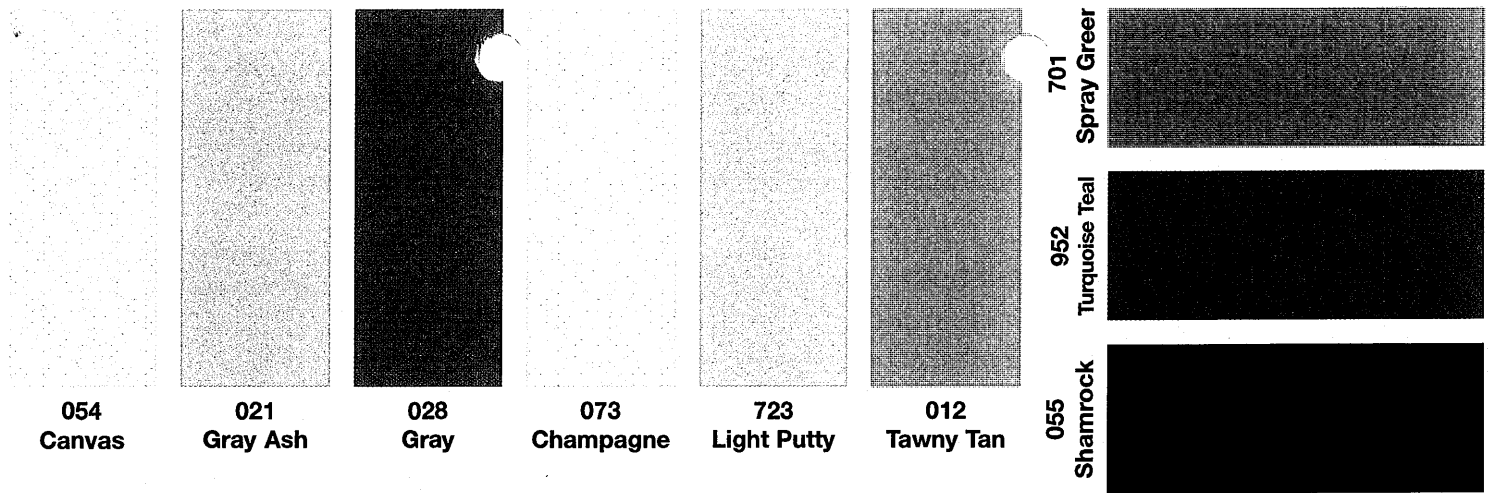
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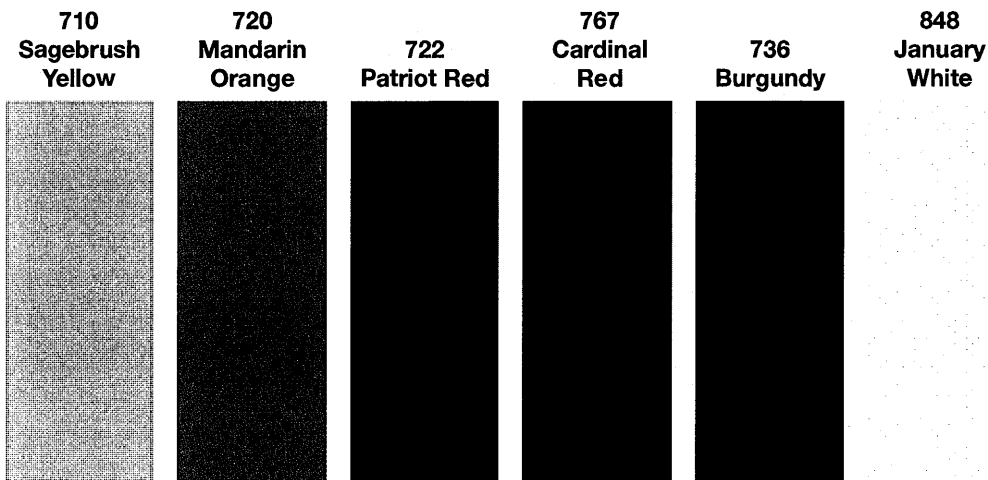


# Color Chart

## 24 Brilliant Colors

Penco Products provides 24 Brilliant Colors as a standard color selection for all steel products manufactured in our Hamilton, NC facility. The colors shown on this color chart are a true representation of our powder coat finish gloss and sheen.

- **A Superior Process:** Penco's painted products receive the most advanced metal treatment in the industry.
- **Three Tough Finishes:** Penco offers three powder coat finishes that provide a finish that is tough and durable.
- **GREENGUARD Gold Certified:** All products manufactured by Penco Products are GREENGUARD Gold Certified through UL Environment's GREENGUARD Certification Program.

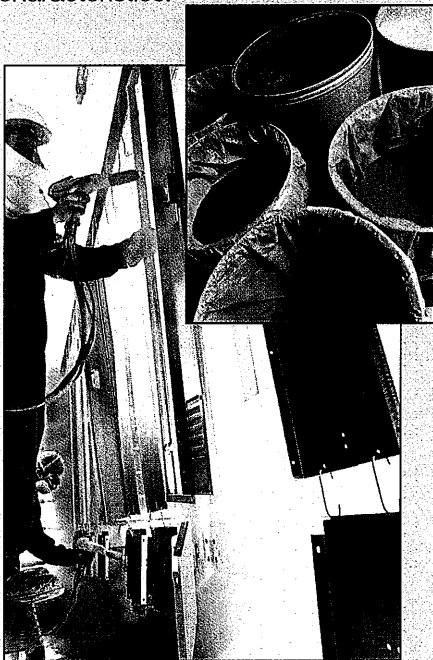


# The Powder Coat Finish

## A Superior Process

To achieve the strongest bond between the paint and the metal surface, all Penco painted products receive the most advanced metal treatment in the industry. This multi-stage, prepaint conditioning process is monitored by computer controlled sensors which provide real time feedback to the operators and assure that all processes are completed to specifications.

During the process, a hot spray wash removes contaminants from the steel. A specially formulated coating is applied creating a surface that resists corrosion and improves paint adhesion. Once the steel has been conditioned and dried, a premium powder coat is applied by one of the industry's most efficient electrostatic paint systems. Products are then cured in a continuous curing oven, resulting in a beautiful enamel finish with superior performance characteristics.



## Three Tough Finishes

### Standard Finish

Penco's standard powder coat paint finish for all metal products is perfect for most applications. Prior to painting and baking, the product receives a thorough multi-stage cleaning. The paint surface is tough and durable.

### Powder Coat Plus™

Powder Coat Plus is a cost-effective way of improving the durability and rust resistance of steel lockers. After pre-treatment of the steel, a 2 mil thick coating of powder coat enamel is applied and baked onto the steel surface.

### X-Off™ Anti-Graffiti Paint

Penco's X-Off Anti-Graffiti Powder Coat Paint provides a surface coating that allows easy removal of graffiti. This specially formulated paint has a tight molecular structure that completely seals the locker surface, preventing graffiti and many corrosive agents from penetrating the finish.

*Product exposure to high humidity, chlorine salts, abrasive cleaners, germicidal cleaners and acids can damage the finish and will void the guarantee.*



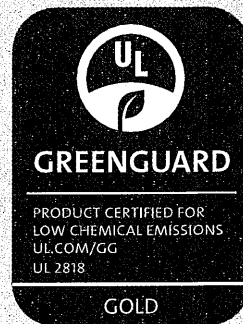
## Product Notes

**All products manufactured by Penco are available in any of 24 standard colors at no extra charge.** Lead times may vary based on the product line and color(s) selected.

**Lockers:** Doors, frames and body parts are typically painted the same color, however two-tone finishes are available upon request on most lockers. Please contact your Penco Representative for more information.

**QuickShip:** Please refer to Penco's QuickShip page on our website for QuickShip colors.

**GREENGUARD:** All products manufactured by Penco Products are GREENGUARD Gold Certified through UL Environment's GREENGUARD Certification Program. This certification signifies that Penco's products are now in compliance with the stringent chemical emissions guidelines set by UL Environment. Accredited courses are available to design professionals and fulfill credit requirements for AIA, GBCI, IDCEC. Contact a Penco Sales Manager for more information.



*Slight color variations are inherent in all paint processes. For this reason, we must retain the right of reasonable color variation from samples presented.*

\* = Color not shown

ColorChart\_5-2016.indd

## **Health/Safety and Hygiene Plan**

Our Workplace Health and Safety Plan help us preserve the best possible work conditions for our employees. Every employee has a right to feel safe at work. Hertz Furniture is committed to following legal standards and create a hazard-free workplace.

### **DRUG POLICY**

#### **a. Purpose**

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource, and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

#### **b. General Policy**

Each employee has a responsibility to coworkers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, we have adopted a policy that all employees must report to work and remain completely free of illegal drugs and alcohol.

#### **c. Drug Use/Distribution/Possession/Impairment**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs at all times. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

#### **d. Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing or using any beverage containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

**e. Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair safe job performance and to notify a supervisor of any job restrictions that should be observed as a result.

**f. Counseling and Rehabilitation**

Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. We will make available to these employees' information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to a drug or alcohol test or is discovered to have otherwise violated this policy.

**g. Discipline**

Violations of this policy or any of its provisions will result in discipline up to and including termination of employment.

**h. Testing Procedures**

**(i) Consent**

No alcohol test will be administered, sample collected, or drug test conducted on any sample without the written consent of the person being tested. However, a person's refusal to submit to a proper test will be viewed as insubordination and will subject the person to disciplinary action, up to and including termination. A refusal to test includes any behavior designed to obstruct the testing process, including efforts to substitute, adulterate, or dilute specimens, as well as any failure to appear for testing within a reasonable time and failure to cooperate with collection staff.

The Company will pay the costs of all drug and/or alcohol tests it requires of employees and applicants.

**(ii) Collection, Chain-of-Custody, Testing Methods**

All drug tests will be performed by a laboratory certified by the U.S. Department of Health and Human Services to perform federal workplace testing. Breath and/or saliva tests may be used to detect the presence of alcohol. Alcohol tests will typically be conducted and, if positive, confirmed immediately at the collection site. An alcohol test will be considered positive if it shows the presence of .02 percent or more alcohol in an individual's system. Tests will seek only information about the presence of drugs and alcohol in an individual's specimen, and will not test for any medical condition.

**(iii) Notification**

Any individual who tests positive for drugs will be contacted by a Medical Review Officer ("MRO") (a health care professional with an expertise in toxicology) before the result is reported, and given an opportunity to provide any legitimate reasons he or she may have that would explain the positive drug test. If the individual provides an explanation acceptable to the MRO that the positive drug-test result is due to factors other than the consumption of illegal drugs, the MRO will order the positive test result to be disregarded and will report the test as negative to the Company. Otherwise, the MRO will verify the test as positive and report the result.

Individuals also will be provided on request with a copy of their own positive or non-negative test results. An individual who tests positive for drugs may request, within three days of being notified of the positive result, that his or her sample be sent to an independent certified laboratory for a second confirmatory test, at his or her own expense, although we may suspend, transfer, or take other appropriate action pending the results of any such re-test.

**(iv) Confidentiality**

All records relating to positive test results, drug and alcohol treatment, and employee medical information shall be kept confidential, and disseminated to and within the Company only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, or as otherwise may be required by law or legal process.

**MEDICAL EMERGENCY PROCEDURES**

In the event of an employee requires emergency medical assistance, the employee's supervisor, or if not immediately available, any coworker must call 911 and ask for an ambulance. Under no circumstances should a Hertz employee drive a coworker to a hospital or emergency room for urgent care. The employee's supervisor must report the incident to the President, Customer Service Manager/Director of Human Resources, or CFO the same day of incident.

**EEMERGENCY EVACUATION PROCEDURES**

In the event of a fire or other emergency requiring immediate evacuation, employees should proceed to the nearest exit. Please note, there are 2 exits and you should familiarize yourself with both exits. One is the main entrance by the parking lot. The other is located by the McKee Drive entrance which is adjacent to the large open area next to the sales area. This exit should only be used for emergency reasons as this door is locked, but can easily be turned and opened if needed. Once you are outside, you must proceed to the main parking lot for attendance. Make sure the person taking attendance writes down your name and do not leave unless advised to do so.

### **VISTORS POLICY**

No visitors are allowed in our workplace or on company property unless authorized by your manager. All requests for permission for non-employees to enter company property must receive written approval prior to eth visit.

All non-employee must sign in at the front desk upon arrival.

### **OFFICE SAFETY MEASURES**

It is important that everyone follows the below safety measures.

- Social distancing including workspace and common areas
- Face masks must be worn when away from your desk and when you are within 6 feet from another person
- Stay home if you are feeling unwell (You must report all illness)
- Wash your hands often, and for at least 20 seconds



Submitted By: Hertz Furniture Systems, LLC

Mutty Leiser

201-529-2100 ext 1220

Submitted To: City of Waterbury Department of  
Education

RFP/Bid No: 6922 Locker Replacement

Bid Opening: 4/26/2021 10:30:00 AM

**Original**

Thursday, April 22, 2021

# Table of Contents

1	Cover Letter
2	Attachment A - Contract Compliance Docs
3	Attachment C - Non-Collusion & Ack. Affidavits
4	Attachment D - Price Proposal
5	Attachment E - Contractor Qualification STMT
6	Security Check
7	Specification Sheets
8	Color Selector Card

Thursday, April 22, 2021

City of Waterbury Department of Education  
Purchasing Department  
235 Grand Street, Room 103  
Waterbury, CT 07602

Attn: Kevin McCaffery, Director of Purchasing

Re: RFP #6922 Locker Replacement

Dear Mr. McCaffery,

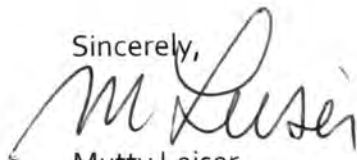
Thank you for the opportunity to provide this proposal for the above-referenced bid. Our proposal is built on proven, success-based design and furniture solutions for school districts such as yours. Our vision is to provide students with a comfortable and enriching learning environment through our design and furnishings.

Hertz Furniture has been serving the needs of hundreds of school districts across the country for 55 years. With a full-service team comprised of experienced sales, design, customer service, logistics, and installation experts, we are dedicated to providing the best customer experience possible. Our goal is complete customer satisfaction.

The Hertz warranty is one of the strongest in the industry. We offer a limited lifetime warranty on virtually all of the products in our catalog and website. We stand behind our products!

Our local sales representative in your area is Bob Hakakian, and he can be reached at 800-526-4677 ext. 1119 / bobh@hertzfurniture.com. Please feel free to contact him or me for any additional information.

Sincerely,



Mutty Leiser

VP of Merchandising, Bids & Contracts

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP #  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under <sup>affirmation</sup>~~oath~~ the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

NAME: Mutty Leiser

BUSINESS NAME: Hertz Furniture Systems, LLC (        ) Corporation

(    x    ) Partnership

OFFICE ADDRESS: 170 Williams Drive, Suite 201 (        ) Individual

Ramsey NJ, 07446 (        ) Joint Venture

(        ) Other \_\_\_\_\_

PRINCIPAL OFFICE: 170 Williams Drive, Suite 201 Ramsey NJ, 07446

BUSINESS TELEPHONE NUMBER: 800-526-4677

BUSINESS FAX NUMBER: \_\_\_\_\_

BUSINESS EMAIL ADDRESS: bids@hertzfurniture.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

55 years

2. How many years has your organization been in business under its present business name?

20 years

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: N/A

State of Incorporation: \_\_\_\_\_

President/Member: \_\_\_\_\_

Vice Presidents/Members: \_\_\_\_\_

Secretary/Member: \_\_\_\_\_

Treasurer/Member: \_\_\_\_\_

**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: February 21, 2001

State of Operation: New Jersey

Officers and Titles:

David Mocton, President

Coleman Breger, CFO

David Azer, VP of Sales and Business Development

Mutty Leiser, VP of Merchandising, Bids & Contracts

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

We supply furniture to schools nationwide and every order is a contract. We currently have 600 open orders. Many are for other parts of the country and many are small orders. Below is the list of our larger projects from \$50,000 and up in the NY/NJ/CT region with their estimated completion date.

<b>Account Name</b>	<b>Amount</b>	<b>Estimated Completion Date</b>
Meridian Capital Group	\$160K	May, 2021
Rochester Joint School Construction Board	\$ 73K	June 2021
Atmosphere Academy	\$119K	June 2021
Norwalk Public Schools (multiple orders)	\$ 170K	May/June 2021
Milford Board of Education (multiple orders)	\$100K	May 2021
South Bronx Classical Charter School	\$ 64K	June 2021
Urban Dove Charter School	\$ 57K	June 2021
Linden Board of Education	\$ 66K	May 2021

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? No

If YES, please explain circumstance(s):

**CITY OF WATERBURY  
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

N/A

8. List your major equipment available for this contract.

Assorted appropriate hand tools, including rivet gun and hand drill.

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

<u>VP of Sales, Northeast</u> (Title)	<u>Marc Schwam / 646-302-8003</u> (Name / Telephone Number)
<u>Regional Sales Manager</u> (Title)	<u>Bob Hakakian / 704-804-4998</u> (Name / Telephone Number)
<u>Sales Assistant</u> (Title)	<u>Yvonne Mino / 201-661-6331</u> (Name / Telephone Number)
<u>Customer Service Rep.</u> (Title)	<u>Heather Olmedo / 800-526-4677 x1122</u> (Name / Telephone Number)

**CITY OF WATERBURY  
BOARD OF EDUCATION**

The undersigned certifies under <sup>affirmation</sup> ~~oath~~ to the truth and correctness of statements and all answers to questions made herein.

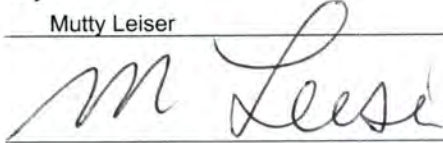
10. Dated at Bergen County, NJ this 21st day of April, 20 21

Name of Contractor:

Hertz Furniture Systems, LLC

By:

Mutty Leiser



(Print and sign name of duly authorized principal)

Title:

VP Merchandising, Bids & Contracts

**END OF ATTACHMENT E**

Minimum Rates and Classifications for  
Building Construction

ID#: 21-21170

Connecticut Department of Labor  
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Replacement of Existing Lockers at Driggs and Sprague Schools (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

Project: Replacement of Existing Lockers at Driggs and Sprague Schools (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

As of: March 30, 2021

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a

Project: Replacement of Existing Lockers at Driggs and Sprague Schools (Waterbury)

Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	42.0	19.55 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

Project: Replacement of Existing Lockers at Driggs and Sprague Schools (Waterbury)

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

*ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:*

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Project: Replacement of Existing Lockers at Driggs and Sprague Schools (Waterbury)

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.2

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Contract with National Equipment and Facility Solutions, Inc. for telescopic bleacher replacement at Crosby and Kennedy High Schools.

Approved:

---

Rocco F. Orso

## **Memorandum**

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: May 10, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** – Contract for Telescopic Bleacher Replacement at Crosby High School and Kennedy High School between City of Waterbury and National Equipment and Facility Solutions, Inc.

---

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 495,000.00 for Telescopic Bleacher Replacement at Crosby High School and Kennedy High School between City of Waterbury and National Equipment and Facility Solutions, Inc.

**This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.**

**This contract is subject to Board of Education approval anticipated at their upcoming meeting on 5/20/2021.**

**The contract may be subject to non-substantial changes to be approved by Corporation Counsel.**

This contract was initiated under the Request for Proposal process (RFP #6923).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of Replacement of Bleachers at Crosby High School and Kennedy High School. The Contractor shall provide for the demolition, removal, and proper disposing of existing bleachers; installation of new telescopic bleachers; delivery, storage and proper handling of all materials in a manner to avoid damage; examine and correct any and all conditions to proceed with installation in compliance with installation requirements. Contractor shall provide a turn-key operation for the replacement and installation of telescopic bleachers at Crosby and Kennedy High Schools and shall provide all drawings, plans, specifications, equipment, material, labor, services, training, etc., necessary to complete the Project as stated herein and detailed and described in the Proposal Documents.

The Contractor shall Substantially Complete all work and services required under this Contract within One Hundred Five (105) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within One Hundred Twelve (112) consecutive calendar days of the City's written Notice to Proceed ("Contract Time"). In any event, the Project shall reach Final Completion no later than August, 31, 2021.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

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 Clerk’s Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

---

Chris Harmon  
Attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.

**CONTRACT**  
**for**  
**TELESCOPIC BLEACHER REPLACEMENT AT CROSBY HIGH**  
**SCHOOL AND KENNEDY HIGH SCHOOL**  
**RFP No. 6923**  
**between**  
**City of Waterbury**  
**And**  
**National Equipment and Facility Solutions, Inc.**

**THIS CONTRACT** (“Contract” or Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and NATIONAL EQUIPMENT AND FACILITY SOLUTIONS, INC. (“Contractor” of “NEFS”), with a principal place of business at 976 Hartford Turnpike, Waterford, Connecticut 06385 and a mailing address of 166 masons Island Road, Mystic, Connecticut 06355, a State of Connecticut duly registered Corporation (jointly referred to as the “Parties” to this Agreement).

**WHEREAS**, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 6923 for Bleacher Replacement two (2) Waterbury Public Schools, Crosby High School and Kennedy High School; and

**WHEREAS**, the City has selected Contractor to perform services regarding RFP Number 6923; and

**WHEREAS**, the City desires to obtain the Contractor's services for Telescopic Bleacher Replacement at Crosby High School and Kennedy High School (“Bleacher Replacement”) pursuant to the terms set forth in this Contract (the “Project”).

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

**1.1.** The Project consists of Replacement of Bleachers at Crosby High School located at 300 Pierpont Road and Kennedy High School located at 422 Highland Avenue. The Project consists of and Contractor shall provide for the demolition, removal, and proper disposing of existing bleachers; installation of new telescopic bleachers; delivery, storage and proper handling of all materials in a manner to avoid damage; examine and correct any and all conditions to proceed with installation in compliance with installation requirements;

installation in accordance with all safety standards and manufacturer's instructions; secure electrical for the bleachers; adjusting and cleaning bleachers as necessary upon installation; engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate and maintain telescoping stands; arrange training with school and district staff with at least seven days advance notice; obtain sign-off from applicable school's principle and provide to the School Inspector's office stating the training has been adequately provided and all required staff have been properly trained; provide detailed operation and maintenance manuals in hardcopy and digital formats, manual must contain an exploded axon drawing with part numbers demonstrating assembly and allowing ordering of parts with manufacturer's part numbers; perform all necessary field measurements; and as is further detailed in this Agreement and the Contract Documents in Attachment A. Bleachers must comply with accessibility requirements including the U.S. Architectural & Transportation Barriers Compliance Board's, the Americans with Disabilities Act ("ADA"), Accessibility Guidelines for Buildings and Facilities ("ADAAG") and Connecticut State Building Codes. Overall Project shall meet all the requirements for performance, equipment, quality assurance, products, etc., as further detailed herein and in Attachment A. Contractor shall provide a turn-key operation for the replacement and installation of telescopic bleachers at Crosby and Kennedy High Schools and shall provide all drawings, plans, specifications, equipment, material, labor, services, training, etc., necessary to complete the Project as stated herein and detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City of Waterbury RFP No. 6923, consisting of 9 pages, (excluding attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
- 1.1.2 Attachment F to RFP No. 6923, "Scope of Services - General Description - Technical Specifications" ("Technical Specifications"), consisting of 7 pages, attached hereto;
- 1.1.3 Addendum #1 to RFP No. 6923, dated April 20, 2021, consisting of 2 pages, attached hereto;
- 1.1.4 Contractor's Revised Cost Proposal, dated May 5, 2021, consisting of 1 page, attached hereto;
- 1.1.5 Crosby High School Drawings, submitted by Contractor as prepared by Interkal and printed on April 16, 2021, consisting of 8 pages, attached hereto;
- 1.1.6 Kennedy High School Drawings, submitted by Contractor as prepared by Interkal and printed on April 23, 2021, consisting of 9 pages, attached hereto;
- 1.1.7 Contractor's Response to RFP No. 6923, consisting of 30 pages, including Contractor's Qualification Statement, dated April 23, 2021; additional Response documentation and information; and "Interkal Spectator Seating World Wide Master Catalog" dated April 23, 2021, (excluding original price proposal, contract compliance documents; incorporated by reference), attached hereto;
- 1.1.8 Contractor's Certificate(s) of Insurance; incorporated by reference;
- 1.1.9 Contractor's Performance Bond/Payment Bond, incorporated by reference;
- 1.1.10 State Wage Rate Documentation, consisting of 9 pages, attached hereto;

- 1.1.11** Any and all applicable Commission on Human Rights and Opportunities compliance documentation, consisting of 5 pages, (this shall include any additional documents issued after execution of this agreement to be incorporated by reference), attached hereto;
- 1.1.12** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 1.1.13** All Permits and Licenses, incorporated by reference; and
- 1.1.14** Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.
- 1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.
- 1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2** Contract Amendment(s) and Change Order
- 1.2.3** This Contract
- 1.2.4** Addendum #1 to RFP No. 6923
- 1.2.5** Contractor's Revised Costing
- 1.2.6** Technical Specifications (Attachment F to RFP No. 6923)
- 1.2.7** Drawings

**2. Representations Regarding Qualification and Accreditation.** The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

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

**2.2 Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City

request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

**2.3 Background Checks.** If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1 Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

**3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the solicitation process to ask questions it saw fit and to review the responses from the City;

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

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for RFP Number 6923 (collectively "Proposal Documents");

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

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

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

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

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

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

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

- 3.5 Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.
- 3.6 Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- 3.7 Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.
- 3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.
- 3.8 Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.
- 3.8.1 Criminal Background Check and DCF Registry Check.** The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are may have direct contact with students have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

- 3.9 Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.
- 3.10 Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.
- 3.11 Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.
- 3.12 Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.
- 3.13 Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- 3.14 Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.
- 4. Responsibilities of the City and City Reservation of Rights.** Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

**4.2** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **One Hundred Five (105) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **One Hundred Twelve (112) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time"). In any event, the Project shall reach Final Completion no later than August, 31, 2021.

## **5.1 Delay Damages**

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

**5.1.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1 Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **Four Hundred Ninety Five Thousand Dollars (\$495,000.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Price Proposal and set forth in **Attachment A's** Contractor's Revised Price Proposal dated May 5, 2021, is attached hereto in Attachment A, and is summarized below:

<b>6.1.1</b>	Crosby High School Bleacher Replacement.....	\$310,000.00
<b>6.1.2</b>	Kennedy High School Bleacher Replacement.....	\$140,000.00
<b>6.1.3</b>	10% Owner Contingency Allowance.....	\$45,000.00
<b>TOTAL.....</b>		<b>\$495,000.00</b>

**6.2 Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five Percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3 Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding. Contractor understands any and all payment set forth herein is contingent upon receipt of grant funding and compliance with any and all grant requirements and parameters.

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

**6.4 Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP Number 6897 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5 Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

**6.7 Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City

reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.8 Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

**6.9 Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

**6.9.1** submit Applications for Payment in accordance with the following:

**6.9.1.1** The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

**6.9.2** Progress and Final Payments

**6.9.2.1** The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

**6.10** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule which shall generally comport with Contractor's preliminary schedule of work provided in its Revised Proposal, attached hereto as Attachment A. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install

and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i)** 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the Final Completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

- 7.1** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

## **8. Passing of Title and Risk of Loss.**

- 8.1** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- 8.2** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- 8.3** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

## **9. Indemnification.**

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

including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

**9.6** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the City delivers its written notice of its acceptance of the Project.

## **11. Contractor's Insurance.**

- 11.1** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 11.2** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 11.3** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 11.4** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:
- 11.4.1 General Liability Insurance:**  
**\$1,000,000.00** each Occurrence  
**\$2,000,000.00** General Aggregate  
**\$2,000,000.00** Products/Completed Operations Aggregate  
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- 11.4.2 Automobile Liability Insurance:**  
**\$1,000,000.00** combined single limit (CSL) Combined Single Limit Each Accident  
**Any Auto, All Owned and Hired Autos**  
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

**11.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut

Employers': Employer Liability (EL):

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**11.4.4 Excess/Umbrella Liability Insurance:**

**\$1,000,000.00** each Occurrence

**\$1,000,000.00** Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

**11.4.5 Contractors Pollution Liability Insurance:**

**\$1,000,000.00** each Occurrence/Claim

**\$1,000,000.00** Aggregate

**There will be no exclusion for Hazardous Materials, including Asbestos and Lead.**

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

**11.7 Certificates of Insurance:** All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation Professional Liability. All policies shall include a Waiver of Subrogation, except Builder's Risk and Professional Liability.** The City's Invitation to Bid Number must be shown on the

certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

- 12.2 Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of

such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**12.3 Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4 Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1** Definitions – For purposes of this paragraph:

**12.4.1.1** "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**12.4.1.2** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**12.4.1.3** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other

changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

**12.4.4.1** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

**12.4.4.2** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

**13.2 Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or association, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

**13.3 Affirmative Action.**

**13.3.1 Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.1.1** Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

**13.3.1.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

**13.3.1.1.2** The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with

regulations adopted by the Commission on Human Rights and Opportunities;

**13.3.1.1.3** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.1.1.4** The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

**13.3.1.1.5** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

**13.3.1.1.6** If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2 Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.2.1** Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

**13.3.2.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

**13.3.2.1.2** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.2.1.3** The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

**13.3.2.1.4** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

**14. Good Jobs Ordinance: Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1** The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.4 Definitions.** For purposes of this paragraph:

**14.4.1** “Administrator” shall be defined as it is in the Good Jobs Ordinance.

**14.4.2** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.

**14.4.3** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.

**14.4.4** "Contractor" shall be defined as it is in the Good Jobs Ordinance.

**14.4.5** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

**14.4.6** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

**14.4.7** "Resident" shall be defined as it is in the Good Jobs Ordinance.

**14.4.8** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

**14.5.1** at least thirty percent (30%) of its total worker hours performed by City Residents, and

**14.5.2** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

**14.5.3** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

**14.5.4** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

**14.5.5** a minimum of five percent (5%) of the construction workforce labor hours will be women, and

**14.5.6** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

**14.5.7** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

**14.8.1** The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

**14.8.2** The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

**14.8.3** The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

**14.8.4** The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

#### **14.9 Liquidated Damages Applicable To Section 14.1 through 14.8**

**14.9.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

**14.9.1.1** issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

**14.9.1.2** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during

a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.9.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.9.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.9.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.9.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.9.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

**15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous

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

- 15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 15.6** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Termination.**

- 16.1 Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

**16.3 Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

#### **16.4 Rights Upon Termination.**

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

**17. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their

respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:

- 17.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 17.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- 17.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 17.4** strikes and labor disputes; and
- 17.5** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Contract and the schedule set forth in Section 5 of this Contract.

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

- 18.1** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- 18.2** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.
- 18.3** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

**21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

**23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

**27. Changes in the Project: Change Orders.**

**27.1 Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**27.2 Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

**27.2.1.1** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

**27.2.1.2** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3 City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4 Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 6923; (ii) Contractor's Revised Cost Proposal; (iii) Technical Specifications; and (iv) Drawings. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

**32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

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

Contractor: National Equipment and Facility Solutions, Inc.  
166 Masons Island Road  
Mystic, Connecticut 06385

City: City of Waterbury, Department of Education  
Attn: School Inspector's Office  
236 Grand Street  
Waterbury, Connecticut 06702

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

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

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

**34.2** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept

or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- 34.3** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 34.4** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 34.6** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 34.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Ordinances; and **(iv)** filed a current list of

all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

- 34.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- 34.9** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- 34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of Waterbury and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- 34.11** The Contractor is hereby charged with the requirement that it shall have knowledge of, and if applicable, shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.
- 34.12** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- 34.13 INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

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

**34.15 FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

**35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

**35.2 Bid or Proposal:** The form on which the bidder or proposer is to submit a bid or proposal for the Work contemplated.

**35.3 Bidder or Proposer:** A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

**35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.

**35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.

**35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, (iii) any identified Milestone, and (iv) any identified Phased Completion Date.

**35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

**35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

**35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager:** An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings:** Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 Specifications or Technical Specifications:** The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 Subcontractor:** A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 Substantial Completion:** The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 Substitution:** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17 Supplementary General Conditions or Special Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract as may be included in **Attachment A** hereto.
- 35.18 Work:** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19 Using Agency:** Department of Education, School Inspector's Office

[Signature page follows]

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

Print Name:

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print Name:

Date: \_\_\_\_\_

**WITNESSES:**

**NATIONAL EQUIPMENT AND FACILITY  
SOLUTIONS, INC.**

Sign: \_\_\_\_\_

Print Name:

By: \_\_\_\_\_

Print Name:

Sign: \_\_\_\_\_

Print Name:

Its: \_\_\_\_\_

(Title)

Date: \_\_\_\_\_

## **ATTACHMENT A**

1. City of Waterbury RFP No. 6923, consisting of 9 pages, (excluding attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
2. Attachment F to RFP No. 6923, "Scope of Services - General Description - Technical Specifications" ("Technical Specifications"), consisting of 7 pages, attached hereto;
3. Addendum #1 to RFP No. 6923, dated April 20, 2021, consisting of 2 pages, attached hereto;
4. Contractor's Revised Cost Proposal, dated May 5, 2021, consisting of 1 page, attached hereto;
5. Crosby High School Drawings, submitted by Contractor as prepared by Interkal and printed on April 16, 2021, consisting of 8 pages, attached hereto;
6. Kennedy High School Drawings, submitted by Contractor as prepared by Interkal and printed on April 23, 2021, consisting of 9 pages, attached hereto;
7. Contractor's Response to RFP No. 6923, consisting of 30 pages, including Contractor's Qualification Statement, dated April 23, 2021; additional Response documentation and information; and "Interkal Spectator Seating World Wide Master Catalog" dated April 23, 2021, (excluding original price proposal, contract compliance documents; incorporated by reference), attached hereto;
8. Contractor's Certificate(s) of Insurance; incorporated by reference;
9. Contractor's Performance Bond/Payment Bond, incorporated by reference;
10. State Wage Rate Documentation, consisting of 9 pages, attached hereto;
11. Any and all applicable Commission on Human Rights and Opportunities compliance documentation, consisting of 5 pages, (this shall include any additional documents issued after execution of this agreement to be incorporated by reference), attached hereto;
12. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
13. All Permits and Licenses, incorporated by reference; and
14. Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (#6923 )  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
TELESCOPIC BLEACHER REPLACEMENT AT CROSBY HIGH SCHOOL  
AND KENNEDY HIGH SCHOOL**

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**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for TELESCOPIC BLEACHER REPLACEMENT AT CROSBY HIGH SCHOOL AND KENNEDY HIGH SCHOOL (the “Project”) with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

**C. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**D. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **Forty-five (45) consecutive calendar days** of the City’s written Notice to Proceed (“Contract Time”).

**E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the

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Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 04/16/2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 04/20/2021.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid walk-through will be held on 4/14/2021 at 10:00 AM, at Crosby School located at 300 Pierpont Rd, Waterbury, CT 06705, and further information will be provided for visiting Kennedy School. Attendance at the pre-bid walk-through is MANDATORY by a representative of each perspective bidder**

**F. Management**

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

**G. Conditions**

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all

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proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

**H. Submittal Requirements & Required Format**

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**One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 10:45 a.m. on April 26, 2021. No proposals received after that time shall be considered.**

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
  - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
2. **Each Proposal shall contain the following four (4) forms, fully completed, as follows:**
- a. **Contract Compliance Documents (Attachment A)**
    - i. Proposers shall complete Attachment A documents which includes Annual Statement of Financial Interests; City of Waterbury Certification regarding Debarment, Suspension, Ineligibility and Exclusion; Corporate Resolution; Disclosure and Certification of Affidavit regarding outstanding obligations to the City of Waterbury; LLC Resolution; CHRO Contract
    - ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.
  - b. **Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
    - i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
    - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
    - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
  - c. **Price Proposal (Attachment D).**
    - i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.

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- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
- iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

**d. Contractor's Qualification Statement (Attachment E).**

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

**3. Proposals may, at Proposer's discretion, contain the following:**

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

**1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

**2. Selection Process**

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**J. Rights Reserved to The City**

- 1. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the

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proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

2. Nothing in this RFP shall require that the City accept the lowest Cost Schedule/Budget. Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.
3. The City reserves the right to reject any Proposal based upon Proposer's prior history with the City of Waterbury or with any other party that demonstrates, without limitation, unsatisfactory performance or significant failure(s) to meet any and all of its contractual obligations.
4. Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
5. The City will consider the qualifications of only those Proposers whose Proposals are, among other factors, that are in compliance with the requirements set forth in the RFP.
6. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

**K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.** Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

**L. State Set-Aside Requirements**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

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**M. Insurance Requirements**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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.

At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP 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. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

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

**Workers Compensation:**    **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$500,000 EL each Accident**  
   **\$500,000 EL Disease each Employee**  
   **\$500,000 EL Disease Policy Limits**

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

**Contractors Pollution Liability Insurance:**    **\$1,000,000 each Occurrence/Claim**  
   **\$1,000,000 Aggregate**

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**There will be no exclusion for Hazardous materials, including Asbestos and Lead**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer 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: **"Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.

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- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

**O. Performance/Payment Bonds**

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**Q. Prevailing Wages**

If the proposal is over \$ 100,000 bidders are advised that State of Connecticut prevailing wage rates will apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**

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**RFP # 6923  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

**ATTACHMENT F  
Technical Specifications**

The Waterbury Public Schools is soliciting proposals from qualified firms to replace bleachers at Crosby High and Kennedy High Schools. Proposers are asked to submit the Design, Plans, Manufacture Make and Model, and full description of the product being proposed to replace the existing bleachers.

The project shall be all inclusive - including but not limited to: disposal and removal of existing bleachers, installation of new bleachers, providing required 3 phase electrical power supply through a licensed electrician, protection of owner's facility, and training of school personnel.

School	Crosby High School	Kennedy High School
	4 section of Bleachers Each section is 55 Feet long 18 Rows of seating 28 Seats across 22 Rows of steps up	Each section is 48 Feet long 2 sections are 10 tear tall 2 sections are 11 tear tall

**PART 1 – GENERAL**

**A. Summary of work**

- Prepare all drawings: Include plane, elevations, sections, details, and attachments to other work.
  - For telescoping stands, include structural analysis data
  - Include wiring diagrams for electrically operated units.
- Provide all engineering services as required by specifications.
- Dismantle and legally dispose of all existing gymnasium seating while fully protecting the gym floor and other areas of the owner's building and site. Repair, to the satisfaction of the Owner, any damage to the gym floor.
- Provide new electrical service to power the bleachers and re-integrate existing 480v power and low voltage into the bleachers to serve the scorers table and ancillary uses when bleachers are deployed. Add and integrate 480V power into the home side bleachers. Perform all necessary electrical extensions, raceways, circuitry and connections utilizing a licensed State of Connecticut Electrical Contractor. Paint all new conduit and raceways to match adjacent finishes.
- Time of completion: The project to be completed during summer 2021

**B. Quality Assurance**

- Acceptable Manufacturer
  - The manufacturer shall be a firm experienced in the manufacturing of telescoping bleacher seating systems
  - The telescopic seating system specified herein shall comply with the ANSI ICC 300-2017 and NFPA 102 Standard for Grandstands, Folding and Telescopic Seating,

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Tents, and Membrane Structures 2021 Edition; and specifically with Chapter 5, Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having such jurisdiction.

- The telescopic seating system manufacturer shall employ a registered, professional engineer to certify that equipment to be supplied meets and/or exceeds the design criteria of these specifications.
- The telescopic seating system manufacturer shall have all welding done in a CWB/AWB certified shop.
- It will be the responsibility of the bidder to furnish with his bid a list clarifying any deviation from these specifications, written or implied.
- Acceptable Installer
  - Installers to be recognized, trained, and certified by the telescoping bleacher seating manufacturer
- Electrical Components, Devices, and Accessories: Entire system shall be UL Listed (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors all evaluated and approved for correct sizing and compatibility under maximum rated load on the motors) under UL Product Category FHJU, titled Electrical Drive and Controls for Folding and Telescopic Seating.
- Accessibility Requirements: Provide telescoping stands that comply with requirements in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)" and the Connecticut State Building Code – Accessibility Code.
- Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.
  - Warranty period: Five-years from the date of substantial completion.
  - Provide replacement of structural steel components, nuts, bolts, axles, and wheels as necessary to maintain the integrity of the original installation, will be provided at no charge for a period of five (5) years.
  - Provide yearly inspections with safety and submit a condition report for Owner's use in documenting safety of the bleachers during warranty period.
  - Lubricate, adjust and replace all components as necessary to provide a properly operating system, safe and like new condition of the bleachers and seating for the length of the warranty period. Includes: labor, materials, and freight for replacement of repairs.

**C. Performance Requirements**

- Gymnasium seating assembly; Design to support and resist, in addition to own weight, the following forces:
  - Seats and decking to resist live load of 120 lbs. per linear foot.
  - Uniformly distributed live load of not less than 100 lbs. per sq. ft. of gross horizontal projection.
  - Parallel sway load of 24 lbs. per linear foot or row.
  - Perpendicular sway load of 10 lbs per linear foot or row.
- Hand Railings, Posts and Supports:
  - Uniform load of 50 lbf/ ft. applied in any direction at the top and to transfer this load through the supports to the structure.

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- Single concentrated load of 200 lbf applied in any direction at any point along the top and be capable of transferring this load to the structure.
- Uniform and concentrated loads need not be assumed to act concurrently.
- Handrails shall be attached to a socket which shall rotate 90° for easy storage in socket. Aisle handrails that are detached from the socket, removed from the mounting bracket, or designed to lay down in the socket for storage are unacceptable
- Guard Rails, Posts and Supports:
  - Uniform load of 50 lbf/ ft. applied in any direction at the top and to transfer this load through the supports to the structure.
  - Single concentrated load of 200 lbf applied in any direction at any point along the top and be capable of transferring this load to the structure.
  - Uniform and concentrated loads need not be assumed to act concurrently.
- Infill of Guard Rails:
  - Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
  - Infill load and other loads need not be assumed to act concurrently.
- Posts and Supports: Engineered to withstand the following forces:
  - Concentrated load of 200 lbs. applied at any point and in any direction along top rail.
  - Uniform load of 50 lbs. per foot applied horizontally at top rail and a simultaneous uniform load of 100 lbs per foot applied vertically downward.

**D. Submittals**

Submit six copies of each of the following:

1. Manufacturer's shop drawings
2. Manufacturer's standard 1 year warranty and limited (5) year warranty
3. Manufacturer's Operation and Maintenance instructions
4. Submit seating and deck samples, as required

**PART 2: PRODUCTS**

**A. Manufacturers**

- The product delivered and installed must comply with the Product Performance and Design Criteria of these Specifications. Proposals will require, upon owner request, submittal of documentation demonstrating compliance with the performance requirements prior to award.

**B. Materials**

- Wood:
  - Plywood: APA grade trademarked, DOC PS 1.
- Steel:
  - Structural Steel Shapes, Plates, and Bars: ASTM A 36.
  - Galvanized Steel Strip: ASTM A 653 Grade 40, structural quality, coating designation
  - Uncoated Steel Strip; Non-Structural Components: ASTM A1011, Commercial Quality, Type B, Hot-Rolled Strip.
  - Uncoated Steel Strip: Structural components: ASTM A1011 Grade 33 (228 MPa), Grade 36 (249 MPa), Grade 40 (276 MPa), Grade 45 (311 MPa), or Grade 50 (345 MPa), Structural Quality, Hot-Rolled.
  - Tubing: ASTM A 500, cold formed, Grade B

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-Polyethylene Plastic: High-density polyethylene; molded, color-pigmented, textured, impact-resistant, structural formulation.

**C. Telescoping Stands**

- Description: Operable systems of multiple-tiered seating on interconnected folding platforms that close, without being dismantled, into a nested stack for storing or moving. Stand units permit opening and closing of adjacent rows, allow individual and collective rows to be locked open for use and close with vertical faces of upper skirts on the same vertical plane.
- Wall-Attached Telescoping Stands: Rear of understructure permanently attaches to wall construction. Upper connection shall utilize a continuous 2" x 6" wall brace.
  - Operation: Automatic, friction-type integral power unit, with drive wheels located to allow for manual operation of first row seating.
    - a. Limit Switches: Automatically stop integral power system when telescoping stands reach fully opened or closed positions.
    - b. Motion Monitor: Self-contained warning horn, rated at 85 decibels (dB) at 10 feet, mounted under telescoping seating for audio warning during integral power operation.
    - c. Provide a warning beacon, conspicuously installed and unambiguously purposed for the hearing impaired during powered operation
    - d. Electrical Requirements: General Contractor shall employ and coordinate with an electrical subcontractor to provide properly rated electrical source and location. The electrical subcontractor shall provide all required service along with line of sight electrical disconnects and perform all wiring connections in junction boxes that are attached to the building.
    - e. Motor sized for design system loads, 480V, 3Phase, 1.25 service factor. Provide appropriate motor size above minimum to provide for long life and efficient operation of the system.
    - f. Controls: Provide an industrial duty, pendant style control switch capable of the following: Start; Stop; Forward and Reverse. Provide a second, spare switch for owner stock. Provide one set to authorized school staff and one operator to School Inspector. Do not provide second operator control to school.
- Safety Accessories: Provide the following safety features:
  - a. Coin round or roll all edges of exposed metal on top and underneath bleacher to eliminate sharp edges.
  - b. Provide polymer end cap on nose metal at bank ends and on the back of deck supports on the 1st 7 rows to prevent spectator injury.
  - c. On 1st row, provide front and side skirt boards anywhere there is an exposed end to prevent players/balls from sliding underneath the first row.
  - d. Provide metal covers over motor chains and wheels to protect chains from debris and provide a safety switch that if cover is removed the power system will not work. Powered frames without a metal protective housing, covering drive chain and drive wheels are not permitted under this section.
  - e. Provide metal end deck cover on each row to cover exposed edge of plywood at the ends of the bleachers
  - f. Automatic Aisle Closures: Provide automatic aisle closures at each aisle location to eliminate the "ladder" affect when bleachers are in the close position.

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BOARD OF EDUCATION**

- Row spacing: Adjustable between 24 inches and 26 inches.
  - Row Rise: Not less than 9-5/8 inches
  - Bench Seats and Skirts:
    - Material: Textured -Polyethylene Plastic: ASTM D 1248, Type III, Class B; molded, color-pigmented, textured, impact-resistant, structural formulation; in color as selected and specified herein, from manufacturer's standard colors with contour seat. Avoid the use of exposed metal parts and support brackets.
    - Bench Height: Not less than 16 inches or more than 18 inches.
    - Bench Depth: 10 inches with 1/2 inch minimum interlock at riser.
    - End caps: Enclose ends of each row with plastic caps to match seat material.
    - Back covers: Enclose area beneath seat with polyethylene plastic of same material as seat cover.
    - Color(s): Navy Blue
  - Wheelchair-Accessible Seating:
    - Provide manually operated retractable first tier units (no larger than 7 seats in length) along the entire first row of seating that do not require tools for operation. Provide seating units designed for maximum flexibility in location and arrangement that are designed to minimize the net loss of seating should patrons in wheelchairs be in attendance. Truncated seating shall be configured to create a combination of floor space for use by persons in wheelchairs and adjacent modular seating for use by able-bodied persons.
    - Equip tiers adjacent to wheelchair-accessible seating without the use of front rails.
  - Decking shall be fabricated from 5/8" AC grade plywood minimum, interior type with exterior glue. 5-ply, all plies Southern Pine with plugged cross-bands, produced in accordance with national Bureau of Standards' PS-1-97.
    - Finish: Decking shall receive a moisture repellent sealer coat with use surfaces to receive high solids clear polyurethane finish. Painted deck is unacceptable.
    - Joints of plywood decking shall be tongue and groove or continuous metal splice. Metal splices must be recessed to prevent tripping hazard.
  - Risers: Steel sheet with manufacturer's standard rust-inhibiting coating over hot-dip galvanized finish or as specifically approved by the Owner.
  - Rails: Structural steel, finished with manufacturer's standard powder coat system.
  - Understructure: Structural steel designed to support loads described in this Section.
    - Finish: Manufacturer's standard rust-inhibiting powder coat finish
  - Support Column Wheels: Non-marring, soft, rubber-face wheel assembly under each support column.
    - Include wheels of size, number, and design required to support stands and operate smoothly without damaging the flooring surface, but not less than 5 inches in diameter and 1-1/4 inch wide.
- Bidders are cautioned that Bleachers will operate on an athletic wood floor. Provide structural analysis that maximum bleacher force on the floor shall be a static point load of less than 220 psi.
- Fasteners:
    - Vibration proof structural anchor bolts in manufacturer's standard size and material. Use of self-tapping fasteners is not acceptable.
  - Accessories:
    - Slip-resistant, integral, abrasive tread nosing at vertical aisles.

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- Intermediate aisle steps, fully enclosed, at each vertical aisle.
- Removable front steps, fully enclosed, at each vertical aisle, that engage with front row to prevent accidental separation or movement and are equipped with a minimum of four skid-resistant feet.
- Intermediate-aisle handrails located at centerline of each vertical aisle with seating on both sides.
- End rails (guards) that are telescoping and self-storing.
- Rear fillers including supports for closing openings between top row and rear wall of adjoining construction.
- Attic Stock: Provide 50 plastic seats with fasteners, proportioned among color and type as directed by owner.
- Gap fillers for closing openings between stand units or between stand units and adjoining construction.
- Fixed risers mounted 10" deep matching seat modules to be mounted to concrete riser face. Steel riser mounted standards to be spaced 54" on center maximum that support a steel seat attachment beam channel. Seat modules must match the balance of the telescopic seat modules and are affixed to the beam channel by steel seat attachment brackets. Galvanized end caps are provided to trim the end of the support beam channel and eliminate sharp edges.
- Under carriage light and strobe automatically activated by operation of the bleachers
- Where bleachers extend from wall to wall, provide access panel/door for inspection, cleaning and servicing of undercarriage.

**D. Fabrication, Telescoping Stands**

- Fabricate understructure from structural steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- Structural high-tensile steel columns fabricated from minimum size 1 ½" x 3" x 10 gauge structural tubing.
- Bracing: 1 ½" square, structural tubing.
- Row Locks: Provide two per each row, per bleacher section made of ¼" plate, hot rolled steel.
- Traction: unit shall consist of dual output shaft gear reducer with 6" diameter x 4" wide wheel covered with a non-marring ½" thick gym rubber compound. Reducers shall be fitted with induction motors which will provide an average operation speed of 15/38 F.P.M.. Motors shall be adjusted for floor variations and installed under the first moving row.
- Maximum spacing between columns shall be 11'-
- Finish: For rust resistance, steel understructure shall be finished on all surfaces with (Federal Specification TT-E-508) "Dura-Coat" enamel. Understructure finish shall contain a silicone additive to improve scratch resistance of finish
- Weld understructure to comply with applicable AWS standards.
- Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.
- Seating Supports: Fabricate supports to withstand, without damage to components, the forces imposed by use of stands without failure or other conditions that might impair the usefulness of seating units.

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BOARD OF EDUCATION**

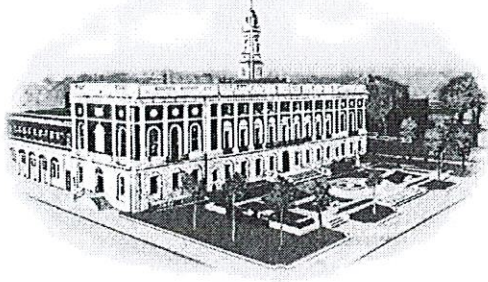
-Cantilever bench seat supports to produce toe space uninterrupted by vertical bracing.

**PART 3 – EXECUTION**

- A. Demolish and remove the old bleachers and other materials in a manner to prevent damage to floor and adjacent and connected structures building structures.
  - B. Delivery, storage and handling:  
Deliver materials in manufacturers packaging clearly labeled with manufacturer name and content.  
Handle bleacher equipment in a manner to prevent damage
  - C. Examination  
Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected
  - D. Installation
    - Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions
    - Bleacher contractor is responsible to secure the electrical to bleachers.  
Where raceways penetrate walls, contractor is responsible to make neat tight fitting penetrations, provide fire penetration detail, escutcheon and other necessary components to provide a neat installation with high quality workmanship.
  - E. Adjusting and cleaning
    - On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions
    - Clean installed telescoping stands on exposed and semi-exposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.
  - F. Demonstration
    - Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands. Arrange training with school and district staff, with a minimum of seven days advance notice. Obtain a sign-off and return copy to the School Inspector's Office, from the school principal that training has been adequately provided and that the school and maintenance staff authorized to operate the bleachers have been properly trained.
    - Provide detailed Operation and maintenance manual in hardcopy and digital format. Manual must contain an exploded axon drawing with part numbers demonstrating assembly and allowing ordering of parts with manufacturer's part numbers.
- ✚ Field Measurements: Verify actual locations of walls, columns, and other construction that will interface with telescoping stands by field measurements before fabrication and indicate measurements on Shop Drawings. Design drawings provide for bidding purposes are diagrammatic and may not indicate all field conditions necessary to provide a turn-key, code compliant project.

**END OF ATTACHMENT F**

KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**April 20, 2021**

**RFP #: 6923**

**Telescopic Bleacher Replacement at Crosby and Kennedy HS**

Please find question(s) and answer(s) below.

**Question:** Request for Proposal 'D. Agreement Period' references 45 days for completion of work. Typical bleacher lead times are 90 after approvals.

**Answer:** Project need to be completed before August 31, 2021.

**Question:** There is existing power at all bleacher banks in both schools. Is it possible for the city to do final electrical hookups? This would represent a savings for the school district.

**Answer:** Electrical hookups are the vendor's responsibility.

**Question:** Is a building and/or electrical permit required?

**Answer:** The permit is required and the contractor is responsible for obtaining the necessary permit (s). The City portion of the permit fees will be waived.

**Question:** Is the yearly (5 year) service and inspection to be included in the price for each school?

**Answer:** Please submit a separate cost proposal for the 5 year service maintenance

**Question:** The spec is calling out automatic aisle closures. These is no longer available.

**Answer:** Please refer to specs in the RFP.

**Question:** Do you want (50) extra seats per school or for both schools combined?

**Answer:** We want 50 (fifty) extra seats for each school.

**ADDENDUM #1**

**RFP #: 6923**

**Telescopic Bleacher Replacement at Crosby and Kennedy HS**

**Question:** What power is required for the scorer's tables? Are there school owned tables? There is no scorer's tables specified with the bleacher bid.

**Answer:** Scorer's Tables are NOT scope of the project.

**Thank you.**

**Kevin McCaffery**  
**Director of Purchasing – City of Waterbury**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6923  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: 5/5/21

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

National Equipment and Facility Solutions  
(Print or Type Company/Corporate Name)

166 Mason's Island Road Mystic, CT 06355  
(Print or Type Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

1	BLEACHER REPLACEMENT AT CROSBY SCHOOL	
	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
	<u>Three Hundred and Ten Thousand Dollars and 00/100</u> _____ Lump Sum	<u>\$ 310,000.00</u>

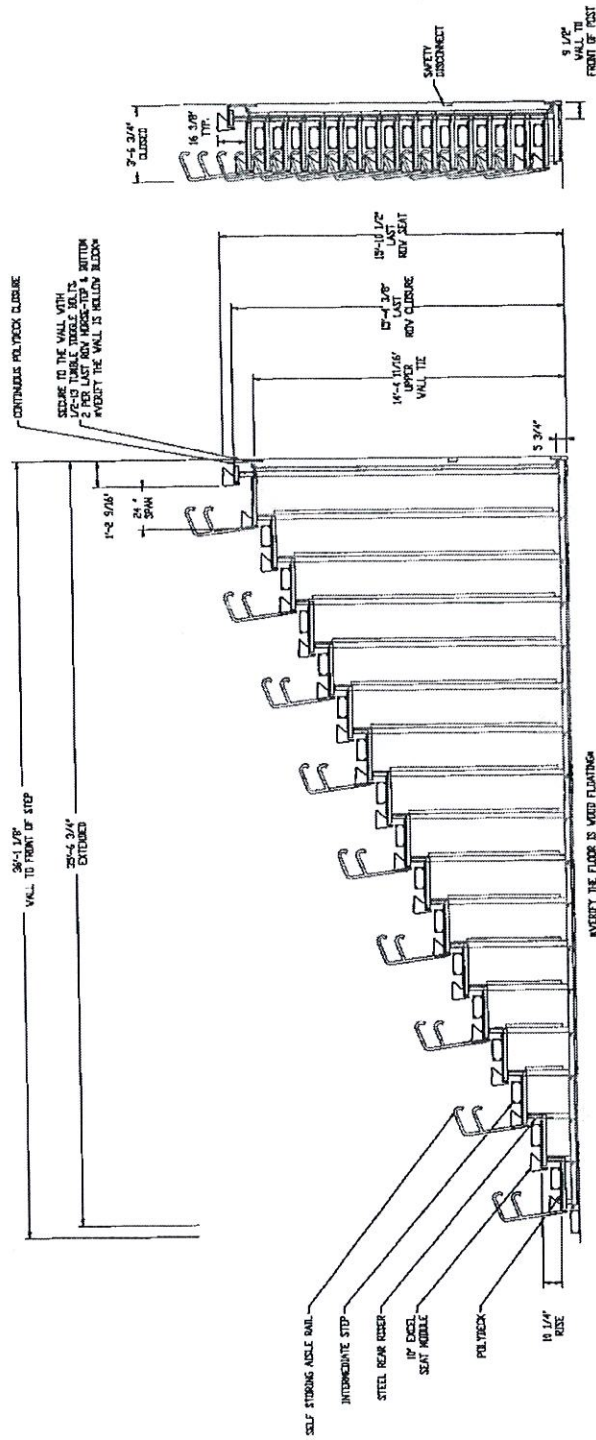
Alternate to change bank lengths to 52' long: Lump sum price would be \$285,000.00

2	BLEACHER REPLACEMENT AT KENNEDY SCHOOL	
	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
	<u>One Hundred Forty Thousand Dollars and 00/100</u> _____ Lump Sum	<u>\$ 140,000.00</u>

**END OF ATTACHMENT D**



ALL DIMENSIONS OR NOTES CONTAINING SIZES OF VARIOUS  
ARE TO BE VERIFIED IN THE FIELD PRIOR TO RELEASE FOR PRODUCTION.



CLOSED VIEW

18 ROW SIDE ELEVATION

-S4

DRWN BY/ESSIES	4-16-21
CNR	
APP'D	
SCALE	3/16" = 1'-0"
SHEET	1 OF 1
PROJECT	B--S4

CRESBY HIGH SCHOOL



9901 EAST CORK STREET - KALAMAZOO, MICHIGAN 49008

DATE

APP'D

CNR

REV

REV

598: EAST COOK STREET - KALAMAZOO, MICHIGAN 49008

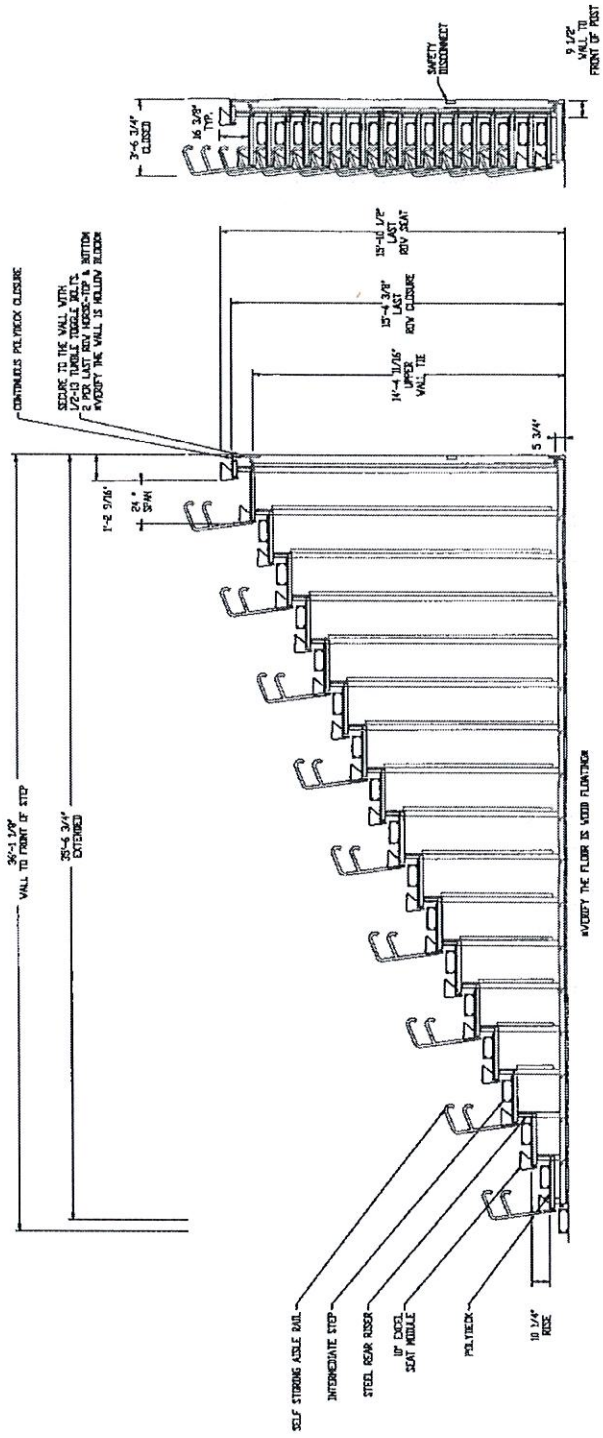








ALL DIMENSIONS ON NOTES CONTAINING SPACING OR VERTICALLY  
ARE TO BE VERIFIED IN THE FIELD PRIOR TO RELEASE FOR PRODUCTION.



18 ROW SIDE ELEVATION

CLOSED VIEW

-S1

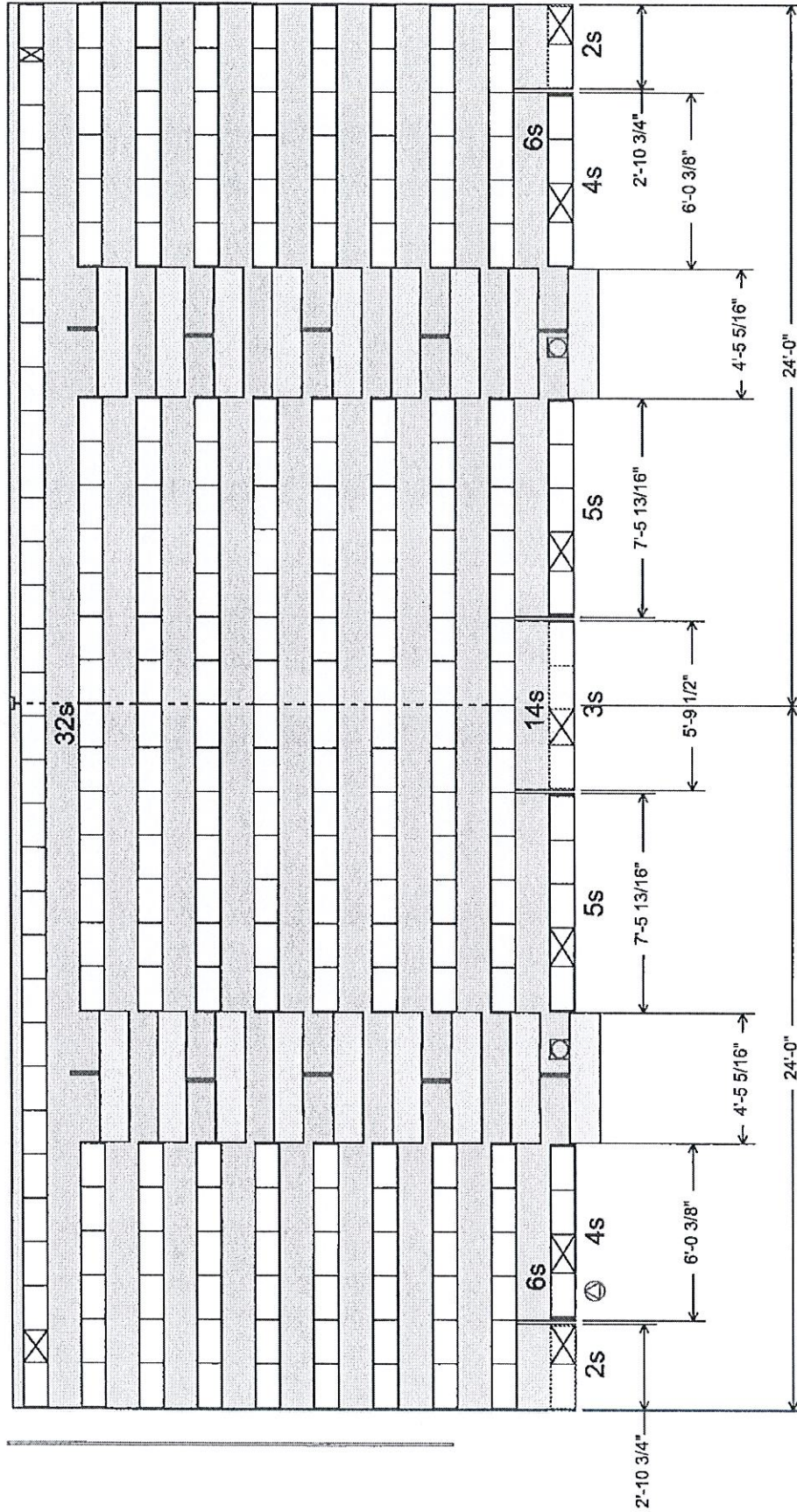
DRAWN BY: BVESSIES 4-16-21				CROSBY HIGH SCHOOL			
CHKD							
APVD							
SCALE	3/16" = 1'-0"						
SHEET	1	OF	1				
PROJECT: B--S1				5501 EAST CORK STREET - KALAMAZOO, MICHIGAN 49048			
INTERKAL							
REV				DATE	APVD	CHKD	TRWN
A							

# POWER REQUIREMENTS:

1. Wiring and non-fusible safety switch(es) suitable for the line voltage to be provided by electrical contractor or others with branch circuit protection to each not exceeding 15 amps.
2. Branch circuit protection devices by others to be accessible when platforms are closed.
3. Verify electrical information:  
Circuit 3 Phase, 208-230 Volts, 60 Hertz.  
Each 1/2 Horse Power Motor Draws 2.0-2.2 amps. Full Load.  
Motors run simultaneously.
4. Junction box(es) by electrical contractor to be mounted at locations TBD, 5' AFF.  
Typical location shall be at section joints.

## Kennedy High School

Bank 1 - 48'-0" Friction Power  
Building Code: IBC 2018  
49'-5 1/2" Clear Dimension  
10 Row - 24' Span - 10.25 Rise  
265 seats (EM10)



5981 East Cork Street, PO Box 2107, Kalamazoo, MI 49003-2107  
telephone (269) 349-1521 fax (269) 349-6530

Drawings produced by this program are only as good as the information provided. These drawings are PRELIMINARY only.  
All drawings created are subject to Interkal approval for design and construction capability.  
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# Kennedy High School

Bank 1 - 48" Q" Friction Power

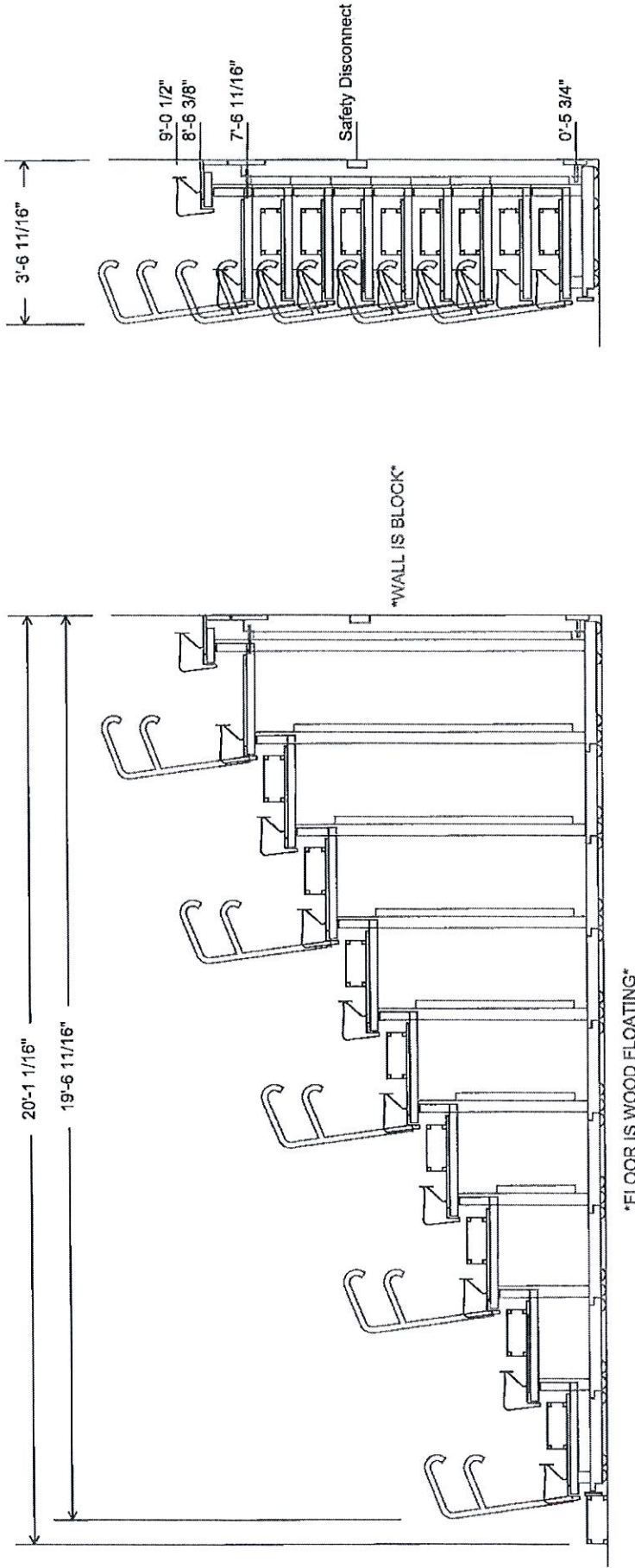
Building Code: IBC 2018

10 Row - 24 Span - 10.25 Rise - Wall Attached

265 seats (EM10)

3'-1 3/16" Court To Step Dimension

3'-7 9/16" Court To First Row Dimension



Side Elevation View



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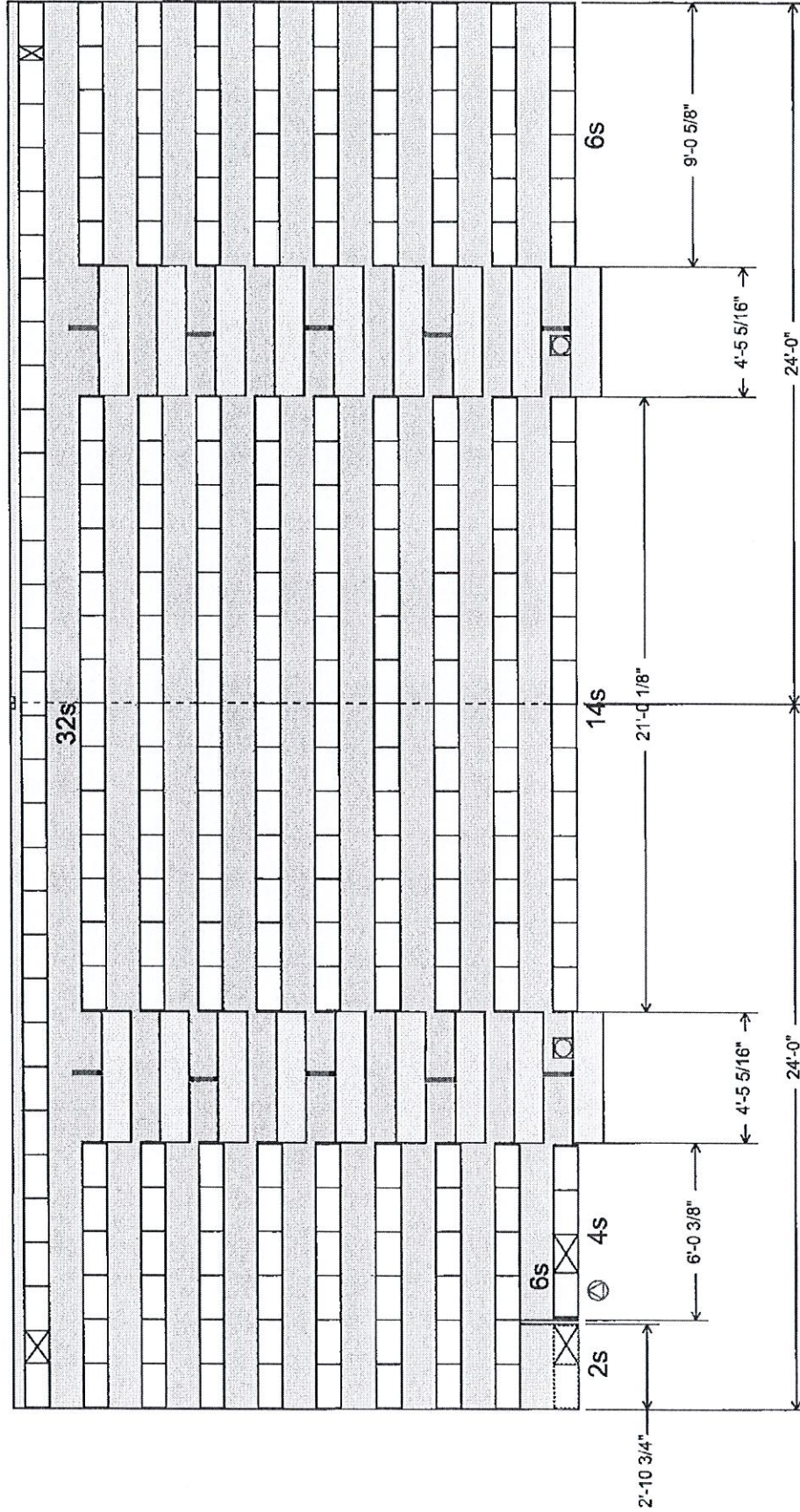
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# POWER REQUIREMENTS:

1. Wiring and non-fusible safety switches) suitable for the line voltage to be provided by electrical contractor or others with branch circuit protection to each not exceeding 15 amps.
2. Branch circuit protection devices by others to be accessible when platforms are closed.
3. Verify electrical information:  
Circuit 3 Phase, 208-230 Volts, 60 Hertz.  
Each 1/2 Horse Power Motor Draws 2.0-2.2 amps. Full Load.  
Motors run simultaneously.
4. Junction box(es) by electrical contractor to be mounted at locations TBD, 5' AFF.  
Typical location shall be at section joints.

## Kennedy High School

Bank 2 - 48'-0" Friction Power  
Building Code: IBC 2018  
49'-5 1/2" Clear Dimension  
10 Row - 24 Span - 10.25 Rise  
266 seats (EM10)

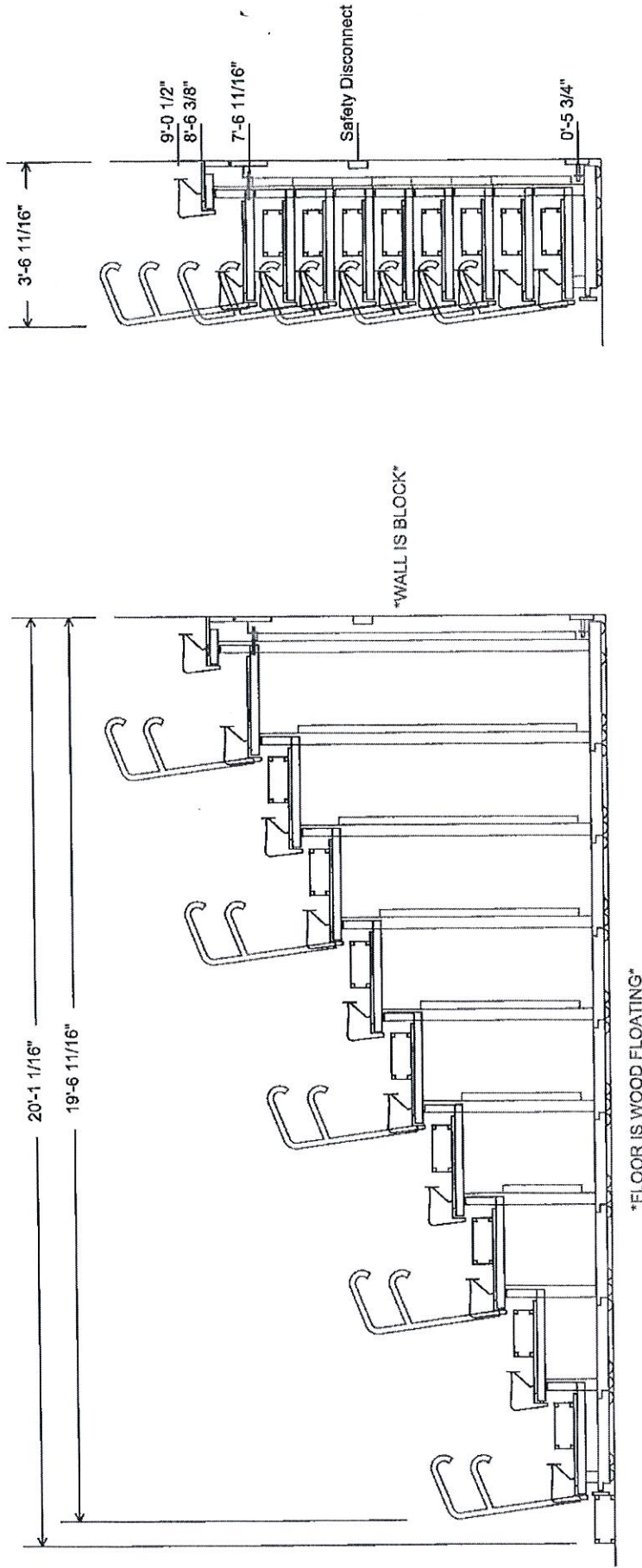


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# Kennedy High School

Bank 2 - 48'-0" Friction Power  
 Building Code: IBC 2018  
 10 Row - 24 Span - 10.25 Rise - Wall Attached  
 266 seats (EM10)  
 3'-3 5/16" Court To Step Dimension  
 3'-9 11/16" Court To First Row Dimension



5981 East Cork Street, PO Box 2107, Kalamazoo, MI 49003-2107  
 telephone (269) 349-1521 fax (269) 349-6530

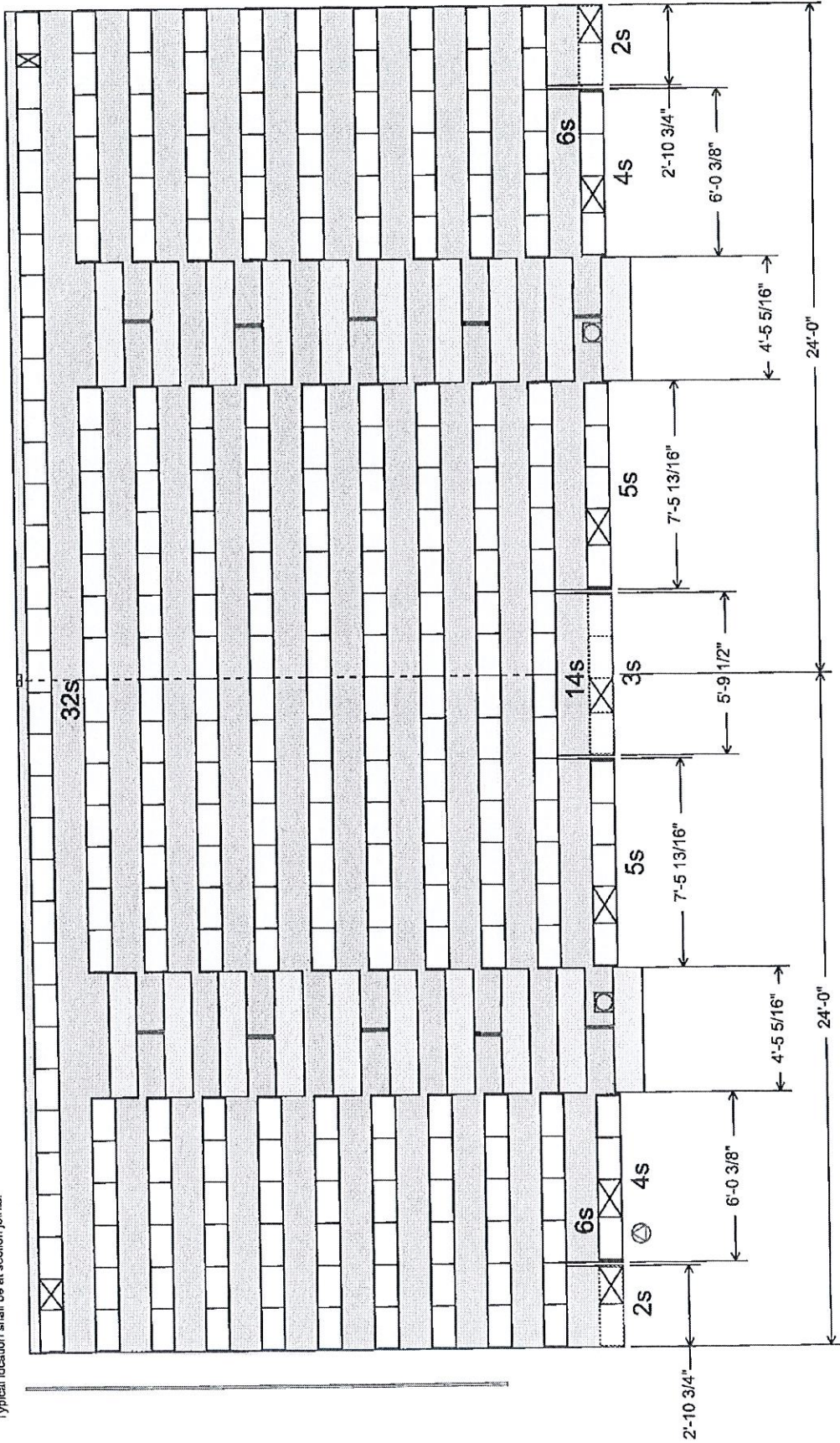
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# Kennedy High School

Bank 3 - 48'-0" Friction Power  
Building Code: IBC 2018  
49'-6 1/2" Clear Dimension  
11 Row - 24 Span - 10.25 Rise  
291 seats (EM10)

## POWER REQUIREMENTS:

1. Wiring and non-fusible safety switch(es) suitable for the line voltage to be provided by electrical contractor or others with branch circuit protection to each not exceeding 15 amps.
2. Branch circuit protection devices by others to be accessible when platforms are closed.
3. Verify electrical information:  
Circuit 3 Phase, 208-230 Volts, 60 Hertz.  
Each 1/2 Horse Power Motor Draws 2.0-2.2 amps. Full Load.  
Motors run simultaneously.
4. Junction box(es) by electrical contractor to be mounted at locations TBD, 5' AFF.  
Typical location shall be at section joints.



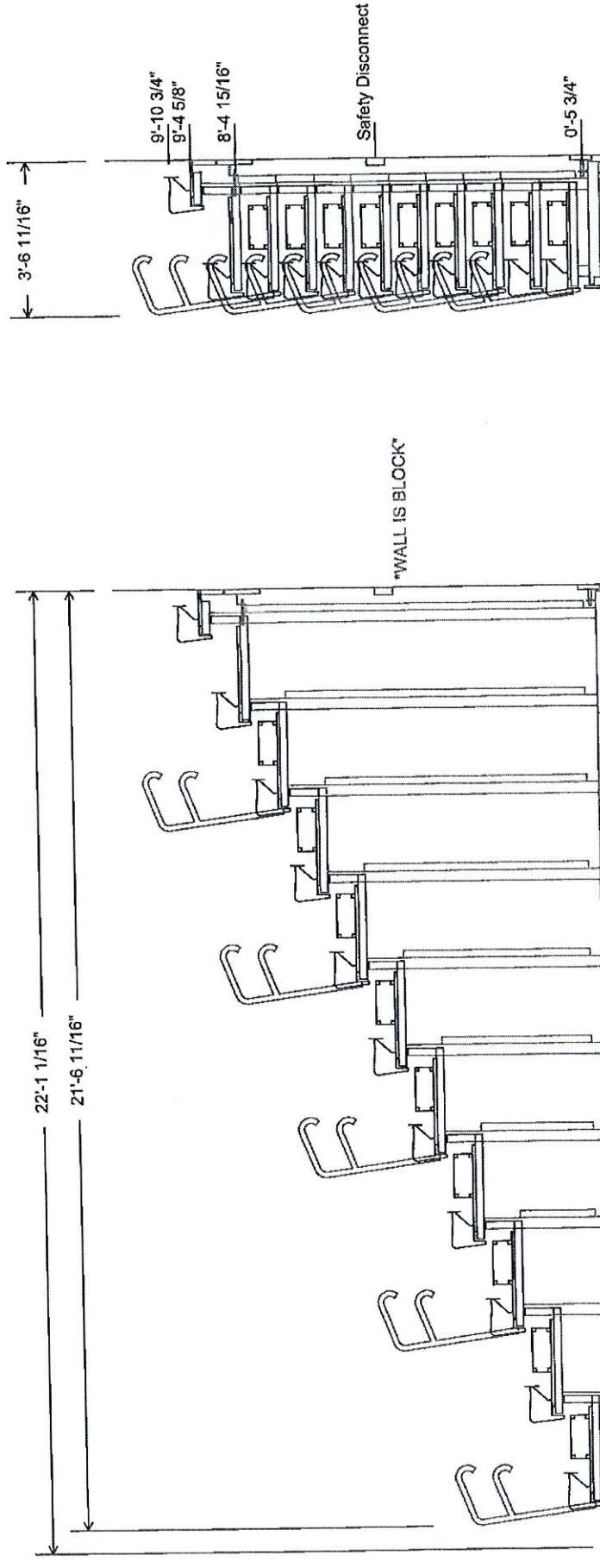
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telephone (269) 349-1521 fax (269) 349-6530

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Plan View

# Kennedy High School

Bank 3 - 48'-0" Friction Power  
 Building Code: IBC 2018  
 11 Row - 24 Span - 10.25 Rise - Wall Attached  
 291 seats (EM10)  
 3'-1 7/16" Court To Step Dimension  
 3'-7 13/16" Court To First Row Dimension



\*FLOOR IS WOOD FLOATING\*

\*WALL IS BLOCK\*

Safety Disconnect

Side Elevation View



5981 East Cork Street, PO Box 2107, Kalamazoo, MI 49003-2107  
 telephone (269) 349-1521 fax (269) 349-6530

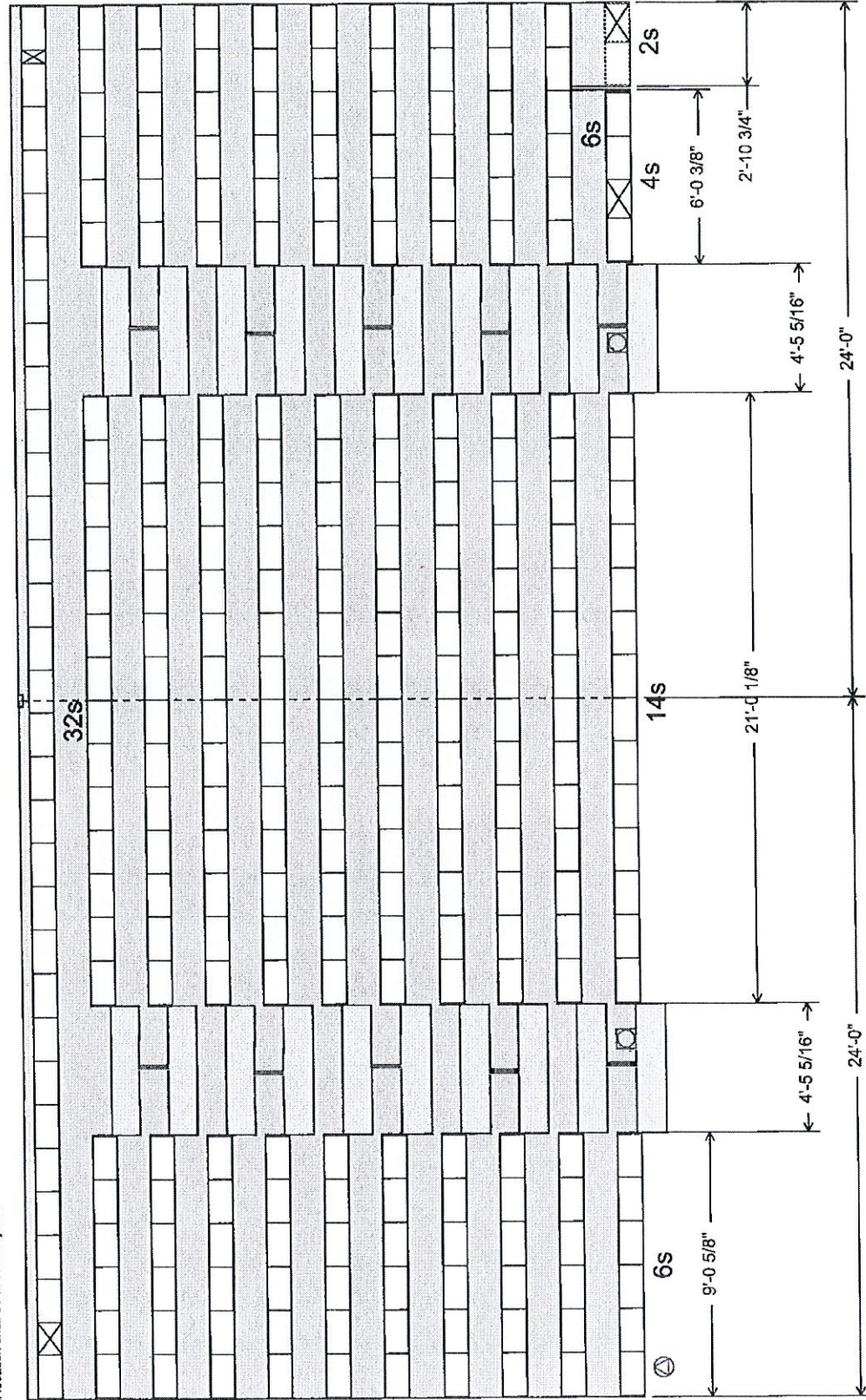
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 All drawings created are subject to Interkal approval for design and construction capability.  
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# Kennedy High School

Bank 4 - 48'-0" Friction Power  
Building Code: IBC 2018  
49'-6 1/2" Clear Dimension  
11 Row - 24 Span - 10.25 Rise  
292 seats (EM10)

## POWER REQUIREMENTS:

1. Wiring and non-fusible safety switch(es) suitable for the line voltage to be provided by electrical contractor or others with branch circuit protection to each not exceeding 15 amps.
2. Branch circuit protection devices by others to be accessible when platforms are closed.
3. Verify electrical information:  
Each 3 Phase, 208-230 Volts, 60 Hertz.  
Each 1/2 Horse Power Motor Draws 2.0-2.2 amps. Full Load.  
Motors run simultaneously.
4. Junction box(es) by electrical contractor to be mounted at locations TBD. 5' AFF.  
Typical location shall be at section joints.



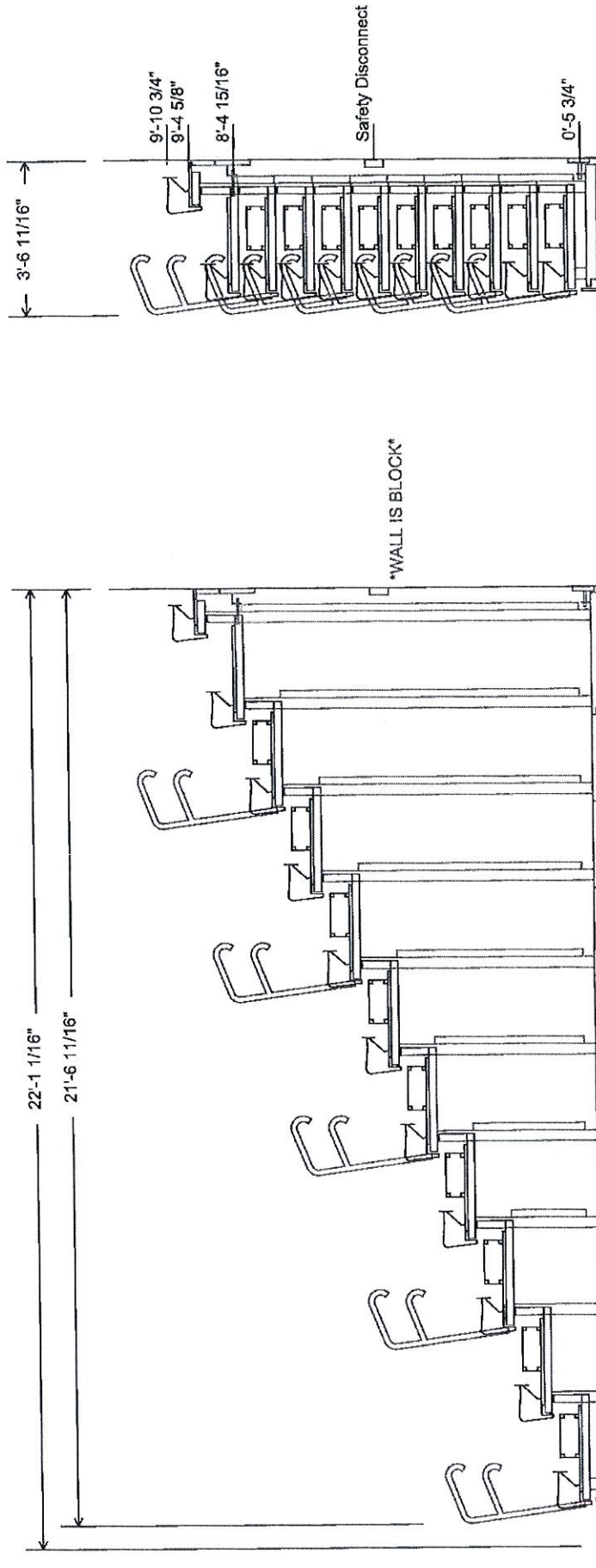
5981 East Cork Street, PO Box 2107, Kalamazoo, MI 49003-2107  
telephone (269) 349-1521 fax (269) 349-6530

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All drawings created are subject to Interkal approval for design and construction capability.  
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Plan View

# Kennedy High School

Bank 4 - 48'-0" Friction Power  
 Building Code: IBC 2018  
 11 Row - 24 Span - 10.25 Rise - Wall Attached  
 292 seats (EM10)  
 3'-3 5/16" Court To Step Dimension  
 3'-9 11/16" Court To First Row Dimension



Side Elevation View



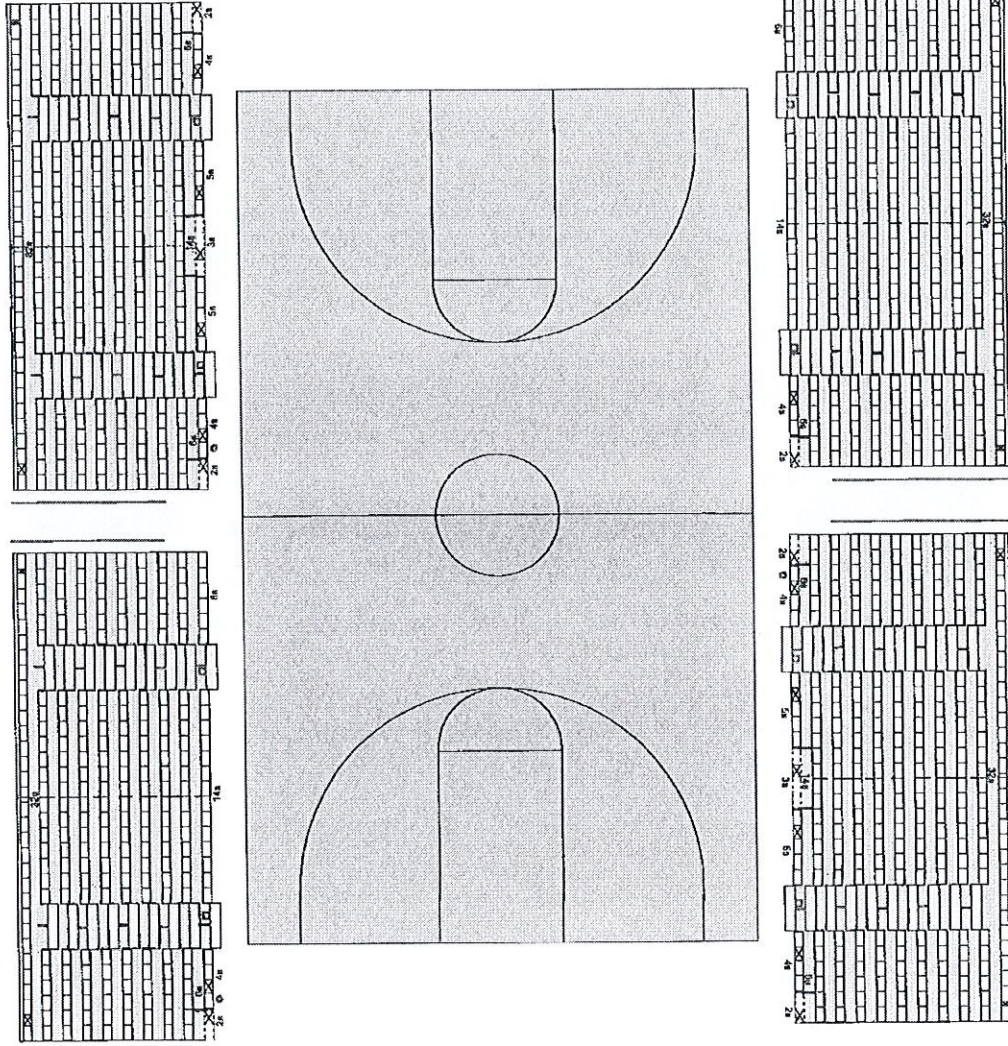
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 telephone (269) 349-1521 fax (269) 349-6530

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 All drawings created are subject to Interkal approval for design and construction capability.  
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# Kennedy High School

Gymnasium 1

Building Code: IBC 2018



5981 East Cork Street, PO Box 2107, Kalamazoo, MI 49003-2107  
 telephone (269) 349-1521 fax (269) 349-6530

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Gymnasium View

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6923  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:** National Equipment and Facility Solutions

**NAME:** Michael Ferrara

**BUSINESS NAME:** National Equipment and Facility Solutions

( ☒ ) Corporation

(        ) Partnership

**OFFICE ADDRESS:** 166 Mason's Island Road Mystic, CT 06355

(        ) Individual

(        ) Joint Venture

(        ) Other \_\_\_\_\_

**PRINCIPAL OFFICE:** 166 Mason's Island Road Mystic, CT 06355

**BUSINESS TELEPHONE NUMBER:** 860-439-0006

**BUSINESS FAX NUMBER:** 860-440-0628

**BUSINESS EMAIL ADDRESS:** Johnc@nefacsales.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

15 years

2. How many years has your organization been in business under its present business name?

3 years

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: 1/1/2006

State of Incorporation: State of Connecticut

President/Member: Michael Ferrara

Vice Presidents/Members:

Secretary/Member: Cindy Hall

Treasurer/Member:

**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: \_\_\_\_\_

Officers and Titles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

Middleborough HS Middleborough, MA - Fontaine Brothers Construction - \$435,700, Completion in June of 2021

Manchester Memorial School Manchester, MA - WT Rich Construction - \$99,300, Completion in September of 2021

Raymond Shaw ES Millbury, MA - Fontaine Brothers Construction - \$117,982, Completion in June of 2022

Woodrow Wilson Middletown, CT - OWI Contractors - \$209,457, Completion in May of 2021

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? ☐ No

If YES, please explain circumstance(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

---

---

- None

- Forklifts**

- |                 |                               |
|-----------------|-------------------------------|
| Project Manager | Janice MacMeilly 860-439-0006 |
| (Title)         | (Name / Telephone Number)     |
| Territory Rep   | Angelo Ortiz 860-232-0214     |
| (Title)         | (Name / Telephone Number)     |
|                 |                               |
| (Title)         | (Name / Telephone Number)     |

**CITY OF WATERBURY  
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at 3:00pm this 23rd day of April, 2021

Name of Contractor:

National Equipment and Facility Solutions

By:

Michael Ferrara



(Print and sign name of duly authorized principal)

Title:

President

**END OF ATTACHMENT E**



THE CITY OF WAUKEGAN

TELESCOPIC BLEACHER REPLACEMENT AT CROSBY HIGH SCHOOL  
AND KENNEDY HIGH SCHOOL

**NEFS**

NATIONAL EQUIPMENT & FACILITY SOLUTIONS

PROJECT OFFICE: CHURCHILL ELEMENTARY CROSS STREET SCHOOL  
350 MENARD HIGH SCHOOL

- John C Collins, President
  - 24 years experience of sales, installation and project management of telescopic bleachers, gymnasium equipment and auditorium seating
- Angelo Ortiz, Territory Manager
  - 8 years of sales experience of telescopic bleacher and gymnasium equipment
- Janice MacNeilly, Project Manager
  - 23 years experience of Construction Coordination and project management for telescopic bleachers, gymnasium equipment and flooring
- Wendy Hopwood, Junior Project Manager
  - 2 years experience of project management for telescopic bleachers, gymnasium equipment and flooring
- Manuel Resendes, Lead Installer
  - 28 years experience installing telescopic bleacher, outdoor bleacher and gymnasium equipment

- The Project Manager for the bleacher replacement project at both schools will be Janice MacNeilly, assisted by Wendy Hopwood
- The Project Managers will be responsible for coordination of submittal drawings, samples, management and scheduling of the bleacher production, electrician and installation crew
- Angelo Ortiz will be our in-field liaison for dimensional verification, color selections, building permits, etc
- Manuel Resendes will be onsite to oversee the removal and disposal of existing bleachers and the installation of new bleachers, along with coordination with the electrician and training of school staff
- John C Collins will manage the overall process and the contract documents

CLASS OF 2021 SCHOLARSHIP AWARD AT CROSBY HIGH SCHOOL  
MEMORIAL HIGH SCHOOL

- Janice MacNeilly will be the single point of contact at the main office
- Manuel Resendes will be the single point of contact on site

### Projected Schedule

Removal and Disposal



Material lead time



Installation



0

1

2

3

4

5

6

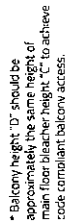
2 weeks 150-120 days 30 Days

- NEFS's Health and Safety guidelines are continually evolving along with CDC recommendations
- A full Safety Plan document can be provided in PDF format
- Continued and constant education are key to the success and safety of employees and staff they encounter during day-to-day operations
- Constant personal hygiene, sanitization and the provision of supplies to do so is an extreme focus
- Increased provision of and requirement of additional PPE, including mandatory facial coverings and gloves
- NEFS is requiring all employees to be vaccinated

- NEFS's EMR rating is 1.29 (rate sheet to be sent separately)
- The EMR rating is being driven up by the manufacturing division of the company, but one policy covers the entire company
- OSHA logs for NEFS can be provided to demonstrate that the individual NEFS company EMR is lower

- NEFS does not take any exception to the standard construction services agreement, or the Construction Contract as provided in the Request for Proposal
- No exceptions to working hours, indemnification, insurance, etc
- NEFS bid includes prevailing wage labor
- NEFS will comply with any CHRO requirements as applicable

## (metric equivalents in centimeters)



\* For Reverse-Fold or Mobile Operation, ADD 4 1/2" to Extended Dimension.  
 \*\* For Closure Board / Last Deck Height, SLIBRAT 6 3/4" from Seatboard Height (typical all seating surfaces).

Forward-Fold <sup>1,3</sup>			Reverse-Fold <sup>1,4</sup>			Mobile <sup>5</sup>
No. Repeats	Visual Inspection	Statistical Analysis	No. Repeats	Visual Inspection	Statistical Analysis	
2-10	3-2,545 (8)	3-4,127 (13)	2-10	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
11-12	3-2,554 (8)	3-2,548 (8)	11-12	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
13-14	3-2,554 (8)	3-4,127 (13)	13-14	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
15-16	3-2,554 (8)	3-4,127 (13)	15-16	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
17-20	3-2,554 (8)	3-4,127 (13)	17-20	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
21-24	3-2,554 (8)	3-4,127 (13)	21-24	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
25-28	3-2,554 (8)	3-4,127 (13)	25-28	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
29-32	3-2,554 (8)	3-4,127 (13)	29-32	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
33-36	3-2,554 (8)	3-4,127 (13)	33-36	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
37-40	3-2,554 (8)	3-4,127 (13)	37-40	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
41-44	3-2,554 (8)	3-4,127 (13)	41-44	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
45-48	3-2,554 (8)	3-4,127 (13)	45-48	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
49-52	3-2,554 (8)	3-4,127 (13)	49-52	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
53-56	3-2,554 (8)	3-4,127 (13)	53-56	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
57-60	3-2,554 (8)	3-4,127 (13)	57-60	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
61-64	3-2,554 (8)	3-4,127 (13)	61-64	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
65-68	3-2,554 (8)	3-4,127 (13)	65-68	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
69-72	3-2,554 (8)	3-4,127 (13)	69-72	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
73-76	3-2,554 (8)	3-4,127 (13)	73-76	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
77-80	3-2,554 (8)	3-4,127 (13)	77-80	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
81-84	3-2,554 (8)	3-4,127 (13)	81-84	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
85-88	3-2,554 (8)	3-4,127 (13)	85-88	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
89-92	3-2,554 (8)	3-4,127 (13)	89-92	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
93-96	3-2,554 (8)	3-4,127 (13)	93-96	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
97-100	3-2,554 (8)	3-4,127 (13)	97-100	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
101-104	3-2,554 (8)	3-4,127 (13)	101-104	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
105-108	3-2,554 (8)	3-4,127 (13)	105-108	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
109-112	3-2,554 (8)	3-4,127 (13)	109-112	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
113-116	3-2,554 (8)	3-4,127 (13)	113-116	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
117-120	3-2,554 (8)	3-4,127 (13)	117-120	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
121-124	3-2,554 (8)	3-4,127 (13)	121-124	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
125-128	3-2,554 (8)	3-4,127 (13)	125-128	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
129-132	3-2,554 (8)	3-4,127 (13)	129-132	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
133-136	3-2,554 (8)	3-4,127 (13)	133-136	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
137-140	3-2,554 (8)	3-4,127 (13)	137-140	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
141-144	3-2,554 (8)	3-4,127 (13)	141-144	3-5,616 (12)	3-5,616 (12)	3-5,616 (12)
145-148	3-2,554 (8					

No.	Manual	Power*
-----	--------	--------

No. Rows	Manual			Power*		
	30"	32"	33"	30"	32"	33"
1-10	4-0-14" (123)	4-2-12" (128)	4-3-10" (131)	4-0-14" (123)	4-2-12" (128)	4-3-10" (131)
11-20	Not Recommended	Not Recommended	Not Recommended	4-0-14" (123)	4-2-12" (128)	4-3-10" (131)

**Questions?**  
Call our Tech  
269.349.1517  
interkal.com


5021 East Cork  
Kalamazoo, MI 49001  
**interkal.com**

Phone: 269.349.1521  
Fax: 269.349.6590  
E-mail: sales@market.com






**Interkal®** ... always the  
best seat in the house



**ESM™ Excel Seat Module**

- 10" seat depth
- 18" seat width
- Seat numbers, row letters, and personal logos


PAGE 4



**SSM™ Sculpture Seat Module**

- 12" seat depth
- 18" seat width
- Seat numbers and row letters


PAGE 6



**CSM™ Contour Seat Module**

- 10" or 12" seat depth
- 18" seat width
- Seat numbers and row letters


PAGE 8



**ComfoBack® Automatic Contoured Backrest System**

- Available in 28", 30", 32", or 33" row spacing
- Fully-automatic or manual folding operation
- Powder-coated cast aluminum uprights

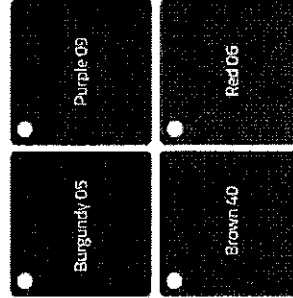
PAGE 10



**Classic Wood Bench Seating**

- Dense southern yellow pine
- Grade BB or better
- Edge-glued and finger-jointed for strength and durability

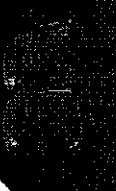
PAGE 12



## 15 Standard Plastic Colors!

Choose from our wide range of standard colors for all Interkal seating types. All seating color options are complemented by light grey or black polydeck. Color depictions will vary slightly from actual color. Please contact your local Interkal representative to verify your color selection.


*Custom colors are available upon request*



**VISION™ Platform Chair**

- Armrest cup holders (20" minimum seat width)
- Upholstered seat and back onsets
- Tablet arms


PAGE 14



**POLARIS™ Multi-Purpose Seat**

- 13.5" deep contoured seat
- Spacing to accommodate seat widths of 18" to 23"
- Unique color combinations available


PAGE 16



**AURA™ Solid Stadium Chair**

- Rear and armrest mounted cup holders
- Upholstered seat and back onsets
- End stanchion logos

PAGE 18



**AURA™ Slat Stadium Chair**

- Rear and armrest mounted cup holders
- Upholstered seat onsets
- End stanchion logos

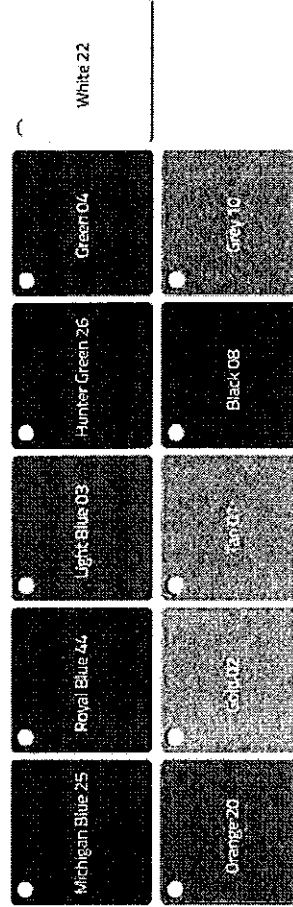
PAGE 20



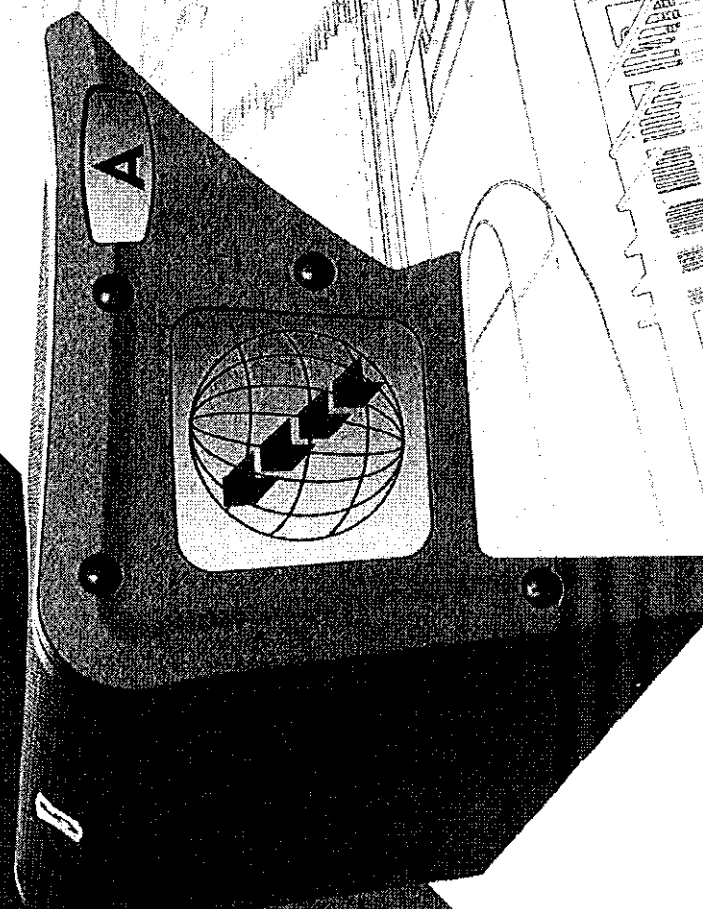
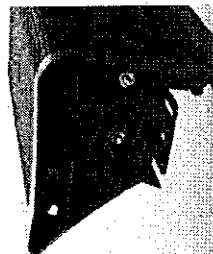
**UNITED™ Platform Chair**

- Plastic or timber armrests
- Back panel in plastic or timber
- Seat numbers and row letters

PAGE 22



**Solid Injection Molding**  
 Recessed seat numbers, row letters,  
 and personal logos



## ESM 10" Excel Seat Module

### Features

- Heavy steel bracket provides steel-to-steel through bolting at every 18" increment
- Structural ribs: Five vertical & three lateral
- Honeycomb design for unmatched vertical support
- Vandal-proof snap-lock feature with end caps

### Durability

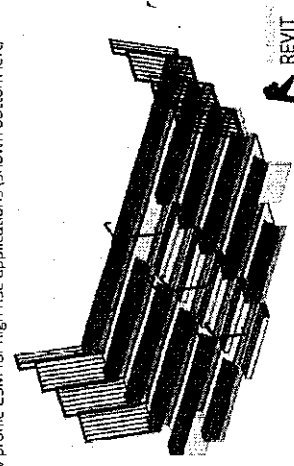
- Modules are constructed of one-piece injection molded high strength polyethylene which resists stains and will not splinter or warp. The molded-in solid color will not fade or wear out.
- For maximum rigidity, the specially designed attaching clamp provides a steel-to-steel connection of the module to the 1/4-gauge galvanized steel nosebeam.
- Each module incorporates a full perimeter interlock to secure one module to the next for increased strength.
- Five vertical and three lateral ribs inside each module provide superior support and are positioned for easy cleaning.

### Easy Maintenance

- Easy to clean, easy to sweep—no obstructions at deck level
- No debris traps or exposed hardware

### Comfort

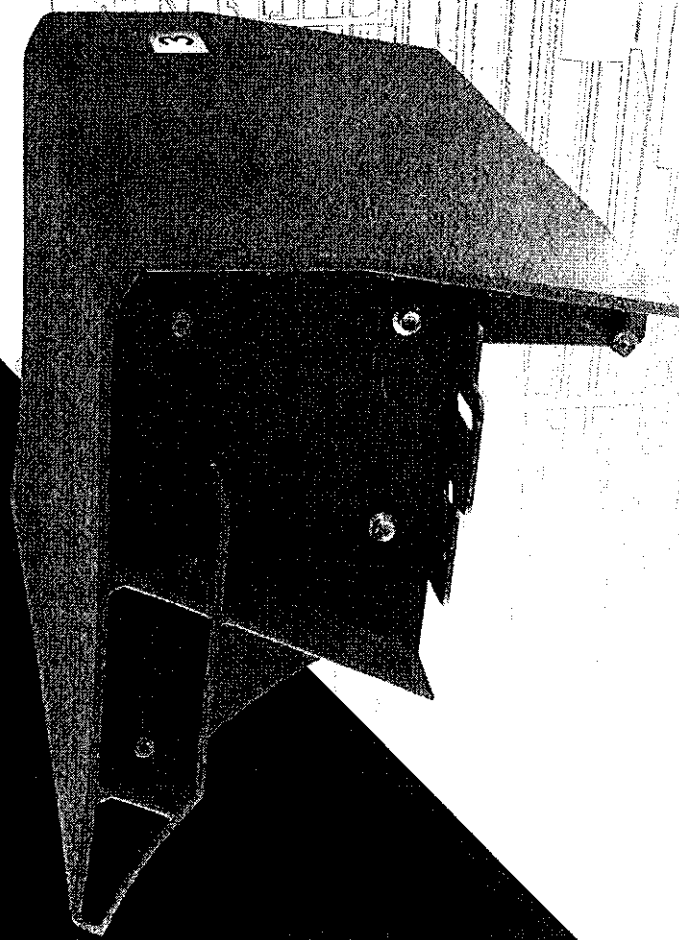
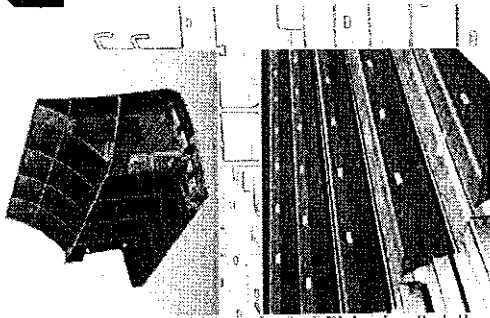
- Plastic seat modules are anatomically contoured to achieve greater spectator comfort
- Each 18"-wide interlocking module provides a minimum adult seat height of 16 1/2"
- Low profile ESM for high rise applications (shown bottom left)



INTERNAL SPECTATOR SEATING WORLD WIDE

## 12" Deep Seats

Consistent full-depth seat for increased patron comfort



## SSM™ 12" Sculpture Seat Module

### Features

- Heavy steel bracket provides steel-to-steel through bolting at every 18" increment
- Structural ribs. Five vertical & two lateral.
- End caps

### Solid Color Seat Modules

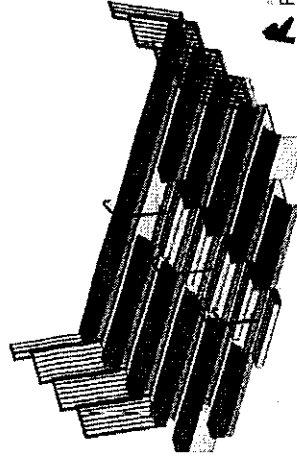
- These modules feature redesigned end caps and a full 360-degree interlock connection.
- Our wide range of 15 standard colors will complement any decor.
- Custom module colors, other than those shown, as well as contrasting end caps are available upon request. Color depictions will vary slightly from actual color. Please contact your local Interkal representative to verify your color selection.

### Easy Maintenance

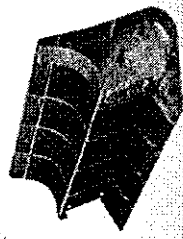
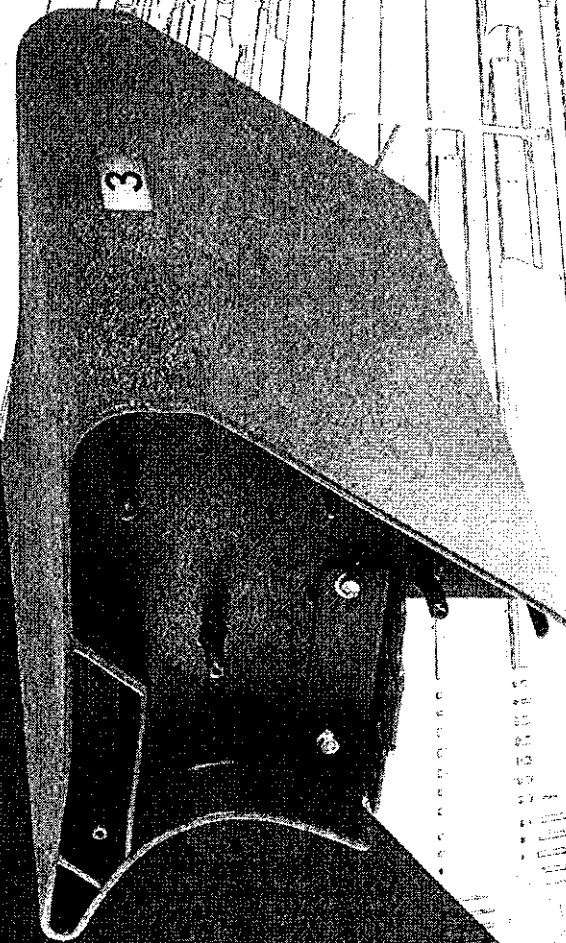
- Easy to clean, easy to sweep—no obstructions
- No debris traps or exposed hardware

### Appearance

- A wide range of available colors dramatically increases aesthetic appeal and provides for interior design or school color options.
- Modular design concept clearly delineates each seat space and allows for ease of replacement should it ever become necessary. A recess in the module allows for optional seat numbering.
- Modules are available in 12" depths. The 12" Sculpture Seat Module requires a minimum of 24" back-to-back row spacing.



**The Waterfall Face** with a minimum 17" seat height offers unparalleled comfort



## CSM™ Contour Seat Module

### Features on the CSM™ include

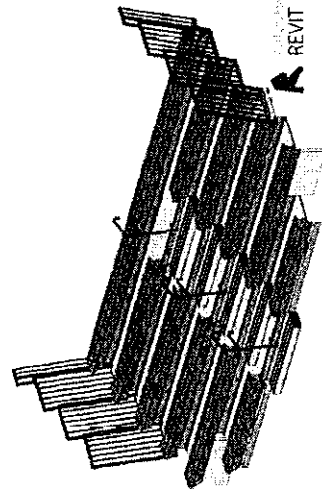
- Heavy steel bracket provides steel-to-steel through bolting at every 18" increment
- Structural ribs: Five vertical & two lateral
- End caps
- Seat height—full 17" minimum
- Waterfall front allows for unparalleled comfort

### Durability

- Modules are constructed of one-piece injection molded high strength polyethylene, which resists stains and will not splinter or warp. The molded-in solid color will not fade or wear out.
- For maximum rigidity, the specially designed attaching clamp provides a steel-to-steel connection of the module to the 14-gauge galvanized steel nosebeam.
- Each module incorporates a full 1/2" perimeter interlock to secure one module to the next for increased strength.
- Five vertical and two lateral ribs inside each module provide superior strength and are positioned for easy cleaning.

### Comfort

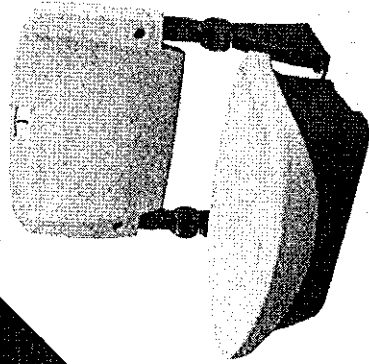
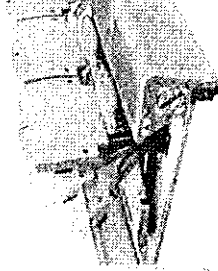
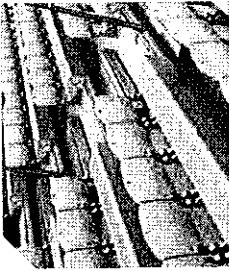
- The "waterfall" front is highly functional as well as aesthetically pleasing. The additional seat height and angled face of the CSM allow patrons to pull their feet back underneath them, creating a smaller vertical envelope. This unique feature allows for the most comfortable experience, even in the tightest of quarters.
- Each 18"-wide interlocking module provides a minimum adult seat height of 17" for greater comfort, even over extended periods.



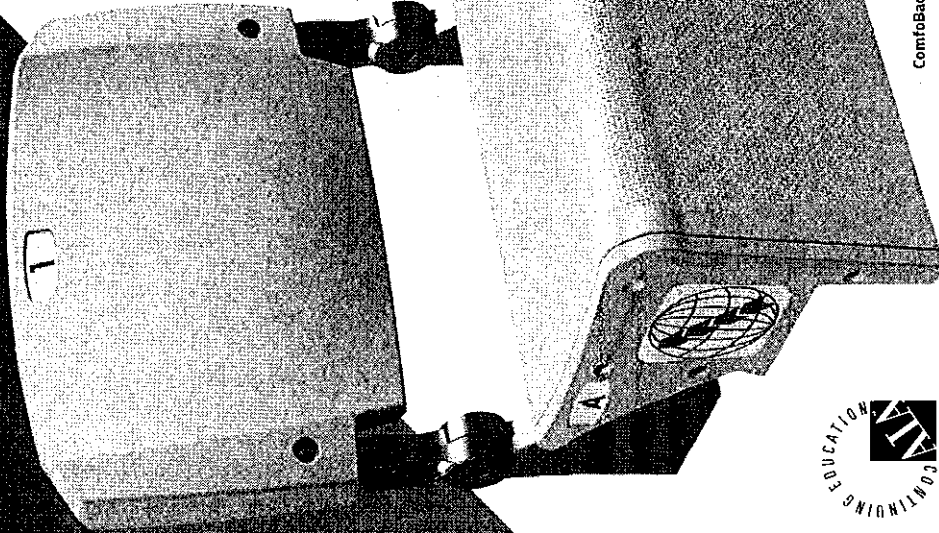
REVIT

## VIP Upgrade

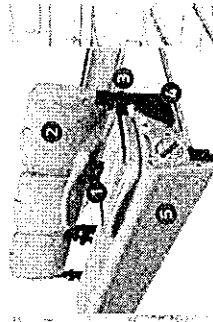
Ergonomically designed backrests for maximum comfort at an affordable price



ComfoBack® with Polaris



ComfoBack® with ESM



## ComfoBack® Automatic Contoured Backrest System

### Features & optional accessories

- 18" wide ComfoBacks are available with fully-automatic or manual operation
- Available with 10" deep ESM in row spacing of 28", 30", 32", or 33"
- Available with 12" deep SSM in row spacing of 30", 32", or 33"
- Available with 13.5" deep Polaris in row spacing of 30", 32", and 33"
- A wide range of 15 standard colors
- A sleek appearance in the stacked position as well

### 1 Fully-Automatic Operation

Backrest raised and lowered with absolutely no labor required

### 2 Superior Comfort

Blow molded, ergonomically designed contoured back for superior comfort

### 3 Concealed Spring Mechanism

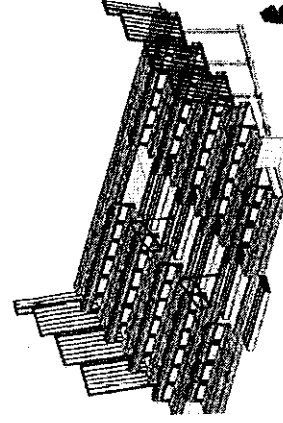
Concealed spring mechanism to eliminate pinching hazard

### 4 Black Powder-Coated

Cast aluminum uprights

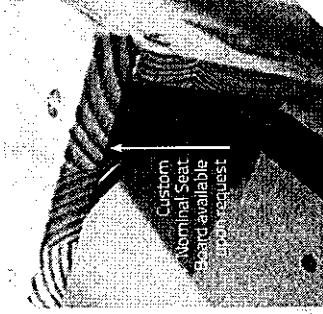
### 5 Color Selection

Available in contrasting or matching module colors

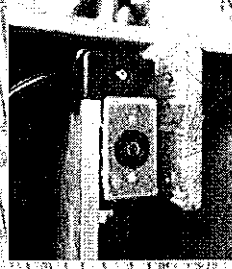
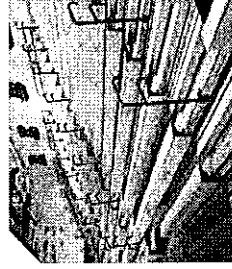


REVIT

**Southern Yellow Pine Lumber**  
 Seat and riser boards are richly finished in classic style to greatly enhance the appearance of any gymnasium or fieldhouse



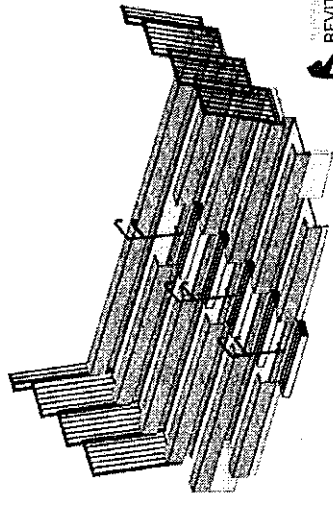
Custom  
 Nominal Seat  
 Board available  
 upon request

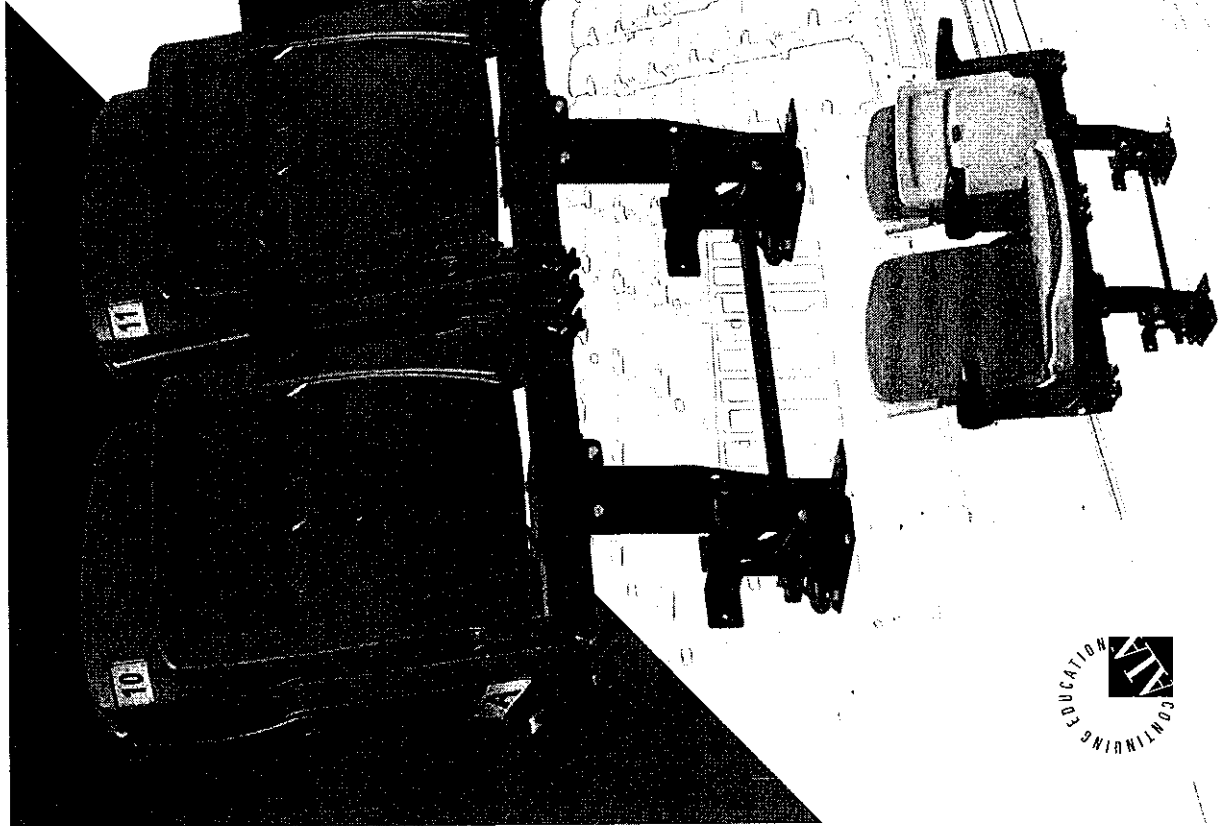


## Classic Wood Bench Seating

### Features

- Dense southern yellow pine, grade BB or better
- Laminated, edge-glued, and finger-jointed construction of wood boards for greater strength and durability
- Standard wood thickness: 1" nominal (2" actual)
- All boards finished on both sides and all edges
- Seats and front risers firmly secured every 36" to welded steel seat supports which attach to the continuous nosebeam for excellent stability
- Triple-sanded and sealed with moisture-resistant urethane
- A high-gloss urethane applied for added protection and to accentuate the richness and beauty of the wood
- Standard seat board depth 8 1/2" with 10" deep wood seat boards available upon request





## VISION™ Platform Chair

With its blow-molded plastic components and cast aluminum brackets, the VISION offers a unique combination of comfort and structural integrity.

### Features & optional accessories

- Cup holders (20" minimum seat width)
- Upholstered seat and back onsets
- Tablet arms
- Seat numbers and row letters
- Available in 15 standard colors

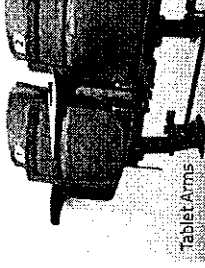
The VISION maintains its seat pan width from front to back to make for a comfortable experience for patrons of all shapes and sizes.

### Three types of fold-down operation to accommodate your individual needs

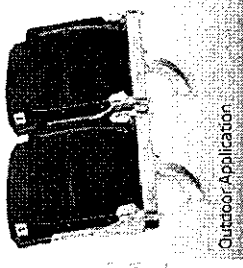
- Manual
- Semi-manual with assisted release
- Semi-automatic

### Dimensions

- Available in 19.0" to 24.0" (483mm – 610mm) seat widths
- Minimum 10 1/2" (260.35mm) rise per row
- 18" (457mm) wide seats available in an armless option
- Available in 30", 32", and 33" (762mm, 813mm, and 838mm) row spacing



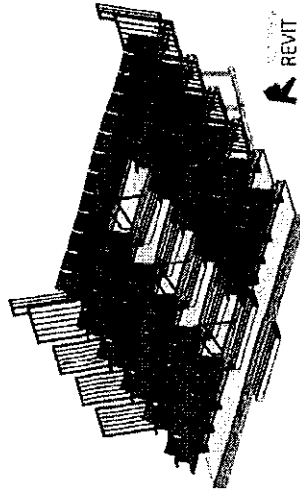
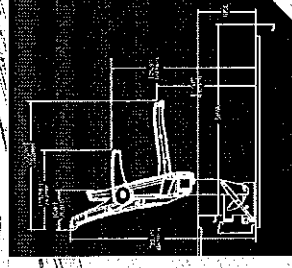
Tablet Arms



Outdoor Application

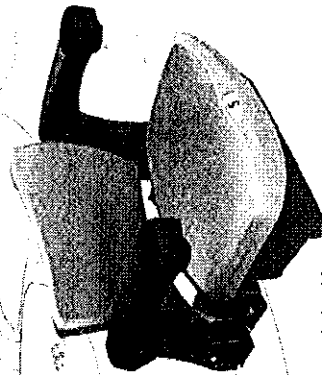


Cup Holders



REVIT

The POLARIS is a unique combination of bench and chair. Available in matching or contrasting colors, the contoured, blow molded components offer unsurpassed comfort in a 13.5" (343mm) bench seat depth.



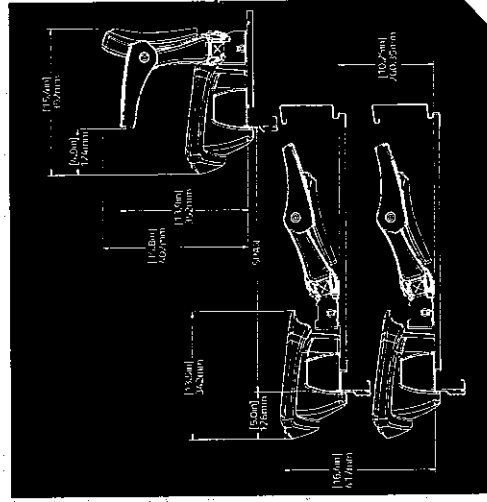
Polaris with  
armrest cup holders

## POLARIS™ Multi-Purpose Seat

The POLARIS seat offers unique flexibility for telescopic seating.

### Available in multiple options

- Bench only available in seat widths from 18" (457mm) to 23" (584mm)  
*Requires a minimum of 26" (660mm) row spacing*
- Bench with back available in seat widths from 18" (457mm) to 23" (584mm)  
*Requires a minimum of 28" (711mm) row spacing*
- Bench with back and armrests available in seat widths from 20" (508mm) to 23" (584mm)  
*Requires a minimum of 28" (711mm) row spacing*
- Bench with back and armrest cup holder available in seat widths from 20" (508mm) to 23" (584mm)  
*Requires a minimum of 30" (762mm) row spacing*



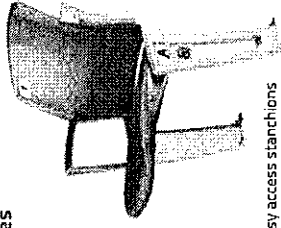
## AURA™ Solid Stadium Chair

### Unmatched comfort, style, and durability

Powder-coated cast aluminum stanchions will not rust, ensuring that your AURA stadium chairs will maintain their new look for many years to come.

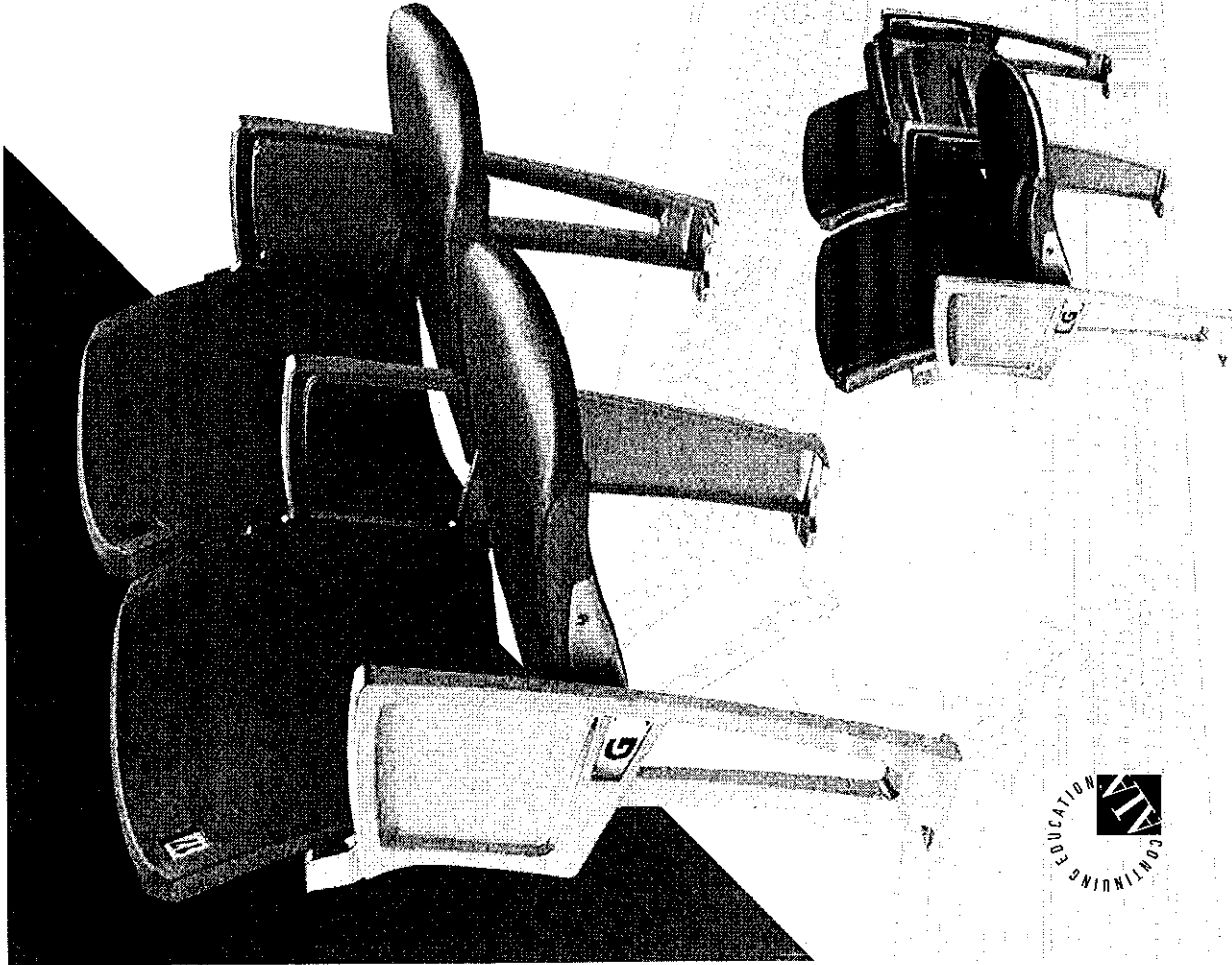
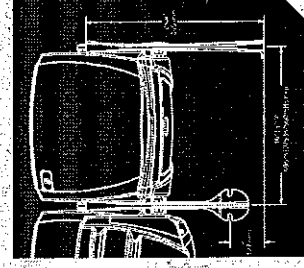
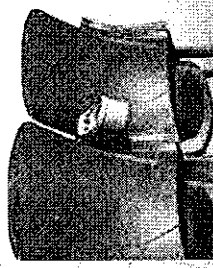
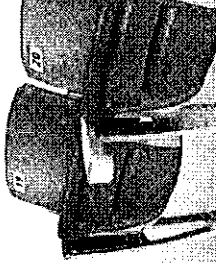
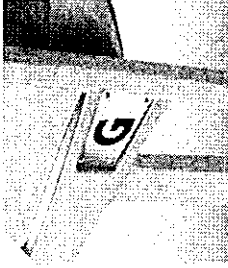
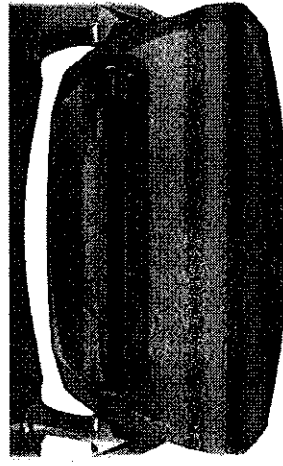
### Features & optional accessories

- Floor or riser mounted stanchions
- Cup holders
- Upholstered inserts
- ADA easy access stanchions
- Seat numbers and row letters
- 15 standard colors
- End-stanchion logos



ADA easy access stanchions

Utilizing the proven design of a stanchion-to-stanchion cross shaft through the seat pan, the AURA provides strength and durability that can be counted on over time.



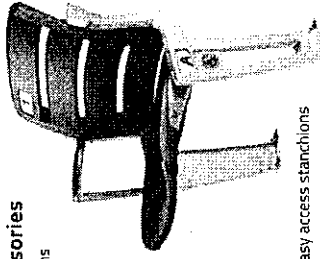
# AURA™ Slat Stadium Chair

## Unmatched comfort, style, and durability

Powder-coated cast aluminum stanchions will not rust, ensuring that your AURA stadium chairs will maintain their new look for many years to come.

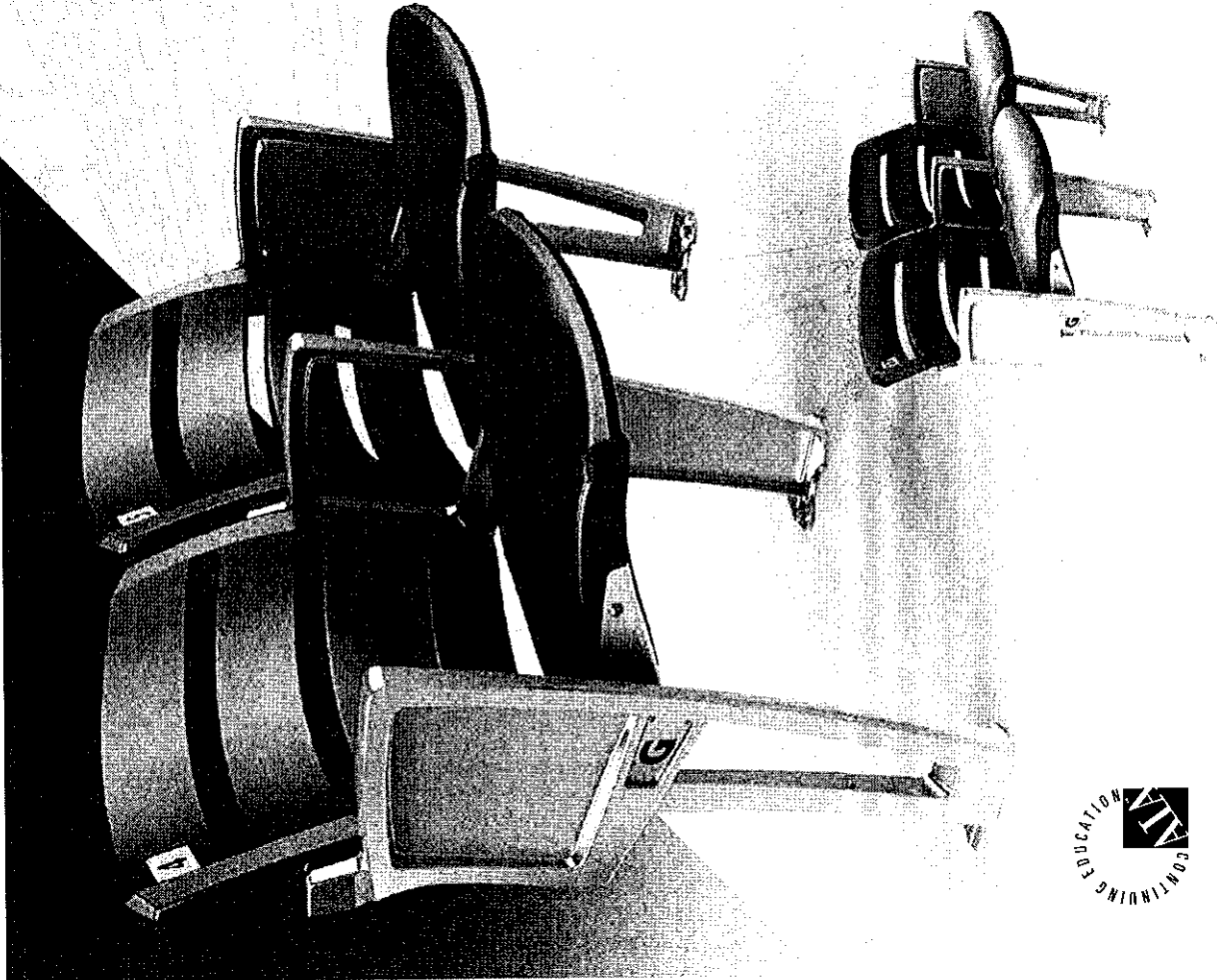
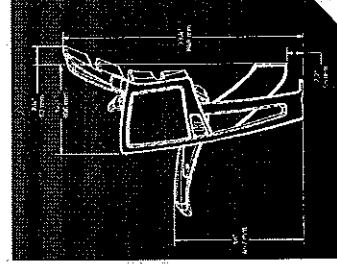
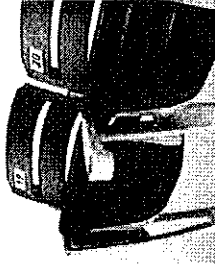
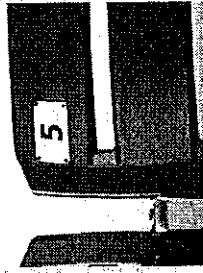
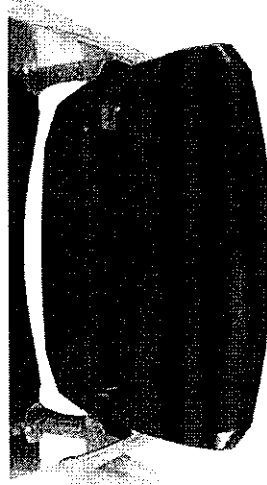
### Features & optional accessories

- Floor or riser mounted stanchions
- Cup holders
- Upholstered seat onsets
- ADA easy access stanchions
- Seat numbers and row letters
- 15 standard colors
- End stanchion logos



ADA easy access stanchions

Utilizing the proven design of a stanchion-to-stanchion cross shaft through the seat pan, the AURA provides strength and durability that can be counted on over time.



**The United Chairs'** unique flexibility allows for endless options in both fixed and telescopic applications

## UNITED™ Platform Chair

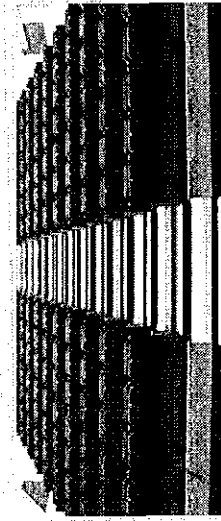
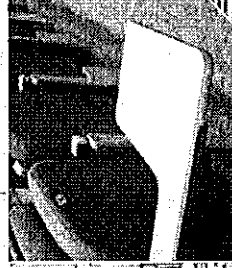
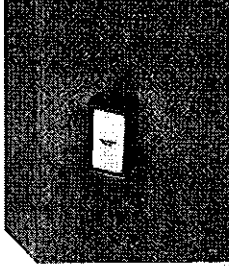
Offering all the styling and comfort of an auditorium chair combined with complete flexibility, the United is suitable for both fixed seating and telescopic installations. The optional sprung seat pan provides a luxurious feel to the chair and its unique rising action creates wide, safe walkways.

### Features

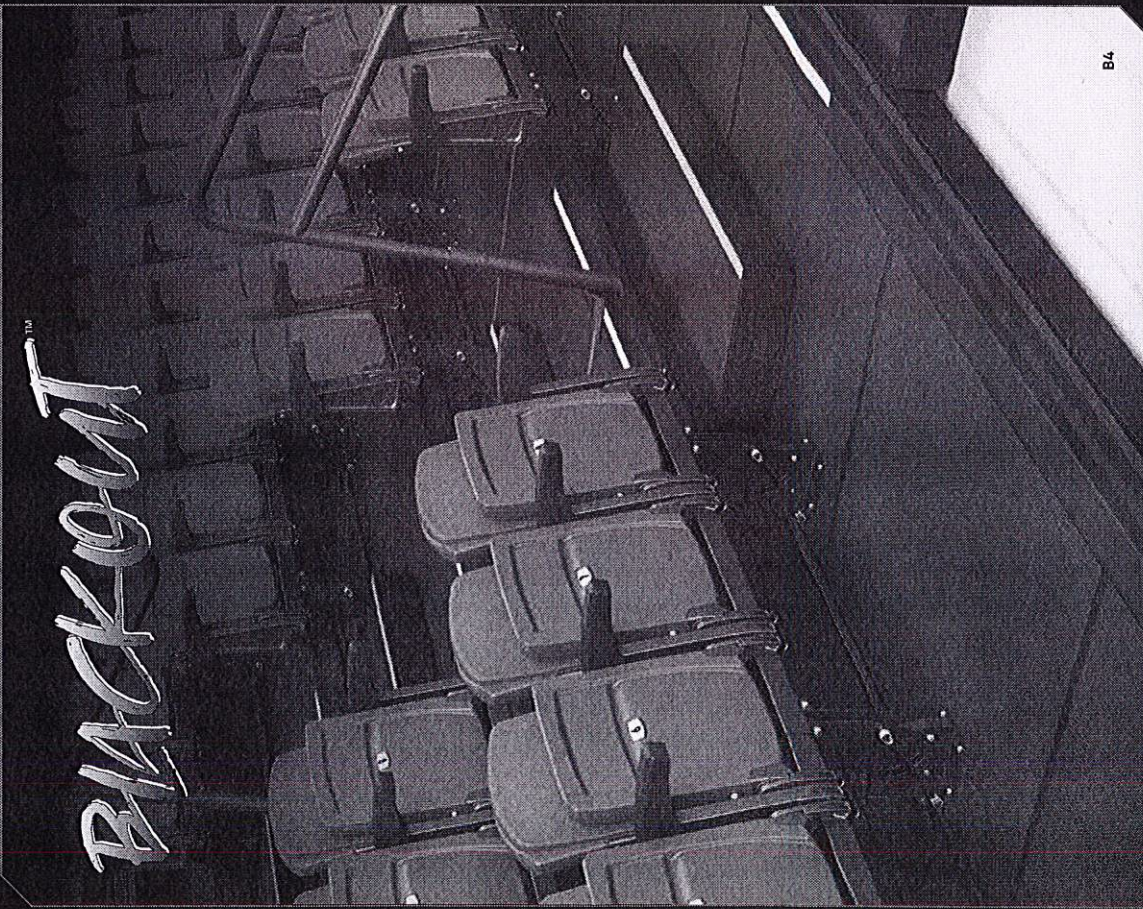
- Self-rising design, with auto-rise armrest and the backrest acting as a counterweight
- Compact dimensions when closed
- High backrest for concert-level comfort
- Optional protective plastic panel to the back
- Pocket sprung seat core for outstanding support
- Elegant curved timber armrests

### Accessories

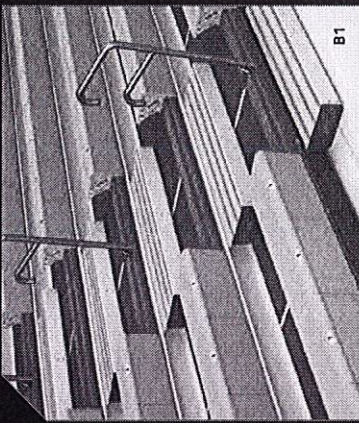
- Timber outer back
- Protective plastic outer back
- Seat numbers
- Row letters
- Cup holder



# BLACKOUT™



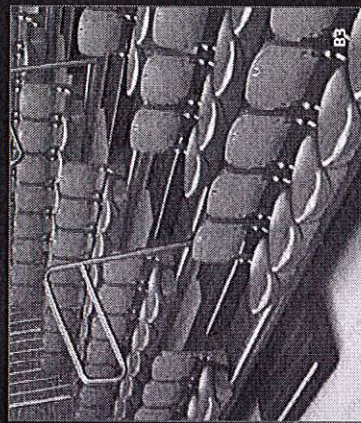
B4



B1



B2



B3

## BLACK Options

Give your facility distinction with extraordinary character!

B1

- Black polyethylene laminated deck boards, fascia panels, back panels, and end panels
- Black kick boards
- Extruded black PVC nose beam covers.

B2

- Black polyethylene laminated deck boards, fascia panels, back panels, and end panels
- Black aluminum trim encapsulating all polyethylene laminated boards
- Black kick boards
- Extruded black PVC nose beam covers.

B3

- Black polyethylene laminated deck boards, fascia panels, back panels, and end panels
- Black aluminum trim encapsulating all polyethylene laminated boards
- Black intermediate Steps at all aisle locations
- Black kick boards
- Extruded black PVC nose beam covers.

B4 - Blackout

- Black polyethylene laminated deck boards, fascia panels, back panels, and end panels
- Black aluminum trim encapsulating all polyethylene laminated boards
- Black intermediate Steps at all aisle locations
- Black rear riser beams at all rows
- Black kick boards
- Extruded black PVC nose beam covers.

## The strongest understructure in the industry!

**2 H Beams:** The aluminum "H" Beams located at every plywood joint provide continuous support from rear riser to nosebeam. It also facilitates ease of cleaning by eliminating unsightly gaps.

### 3 Wheel Channels:

- Wheel channels accommodate 8 to 12 wheels per channel for maximum weight distribution and operating ease.

- Wheel channels are precision formed from a single piece of steel coil for maximum rigidity.

- Heavy-duty composition rubber wheels are provided in a 3/4" diameter by 1 1/4" tread width.

- All wheels are provided with a 1/2" diameter steel axle secured with tamper-proof retaining rings.

- Wheels are equipped with oil-impregnated sintered metal bearings to assure smooth operation.

**5 Deck Support Rollers:** Nylon rollers at the top of every deck support minimize friction for smoother, quieter operation and enhanced deck stability. Our rollers eliminate steel-to-steel contact which would hinder the operation of the bleacher.

### 10 Riser Beam:

Multi-bend component provides superior structural integrity.

### 11 Section Joints:

18" steel plates at every nose and riser to ensure the most rigid section joint available

### Safety Features

Safety is the first and foremost concern in each and every Interkal design. The following key safety features are available:

- Limit switches on non-friction automatic power systems

- Plastic covers at every nosebeam exposed end and/or handicap location

- Removable pendant control attaches to the front of the seating system for added visual safety during operation of all automatic power systems

- Superslide System to insure positive engagement of all vertical posts

- Rear closure panels to prevent debris from collecting under units

- Aisles and rails in compliance with applicable code requirements

The Interkal understructure is designed for maximum load-bearing capacity and eliminates deflection. It is constructed from the strongest and most durable materials in the industry for dependable performance you can count on for years to come. Because this understructure has few moving parts, trouble-free operation is assured with routine maintenance.

**4 Sway Braces:** All Interkal seating systems are stabilized by sway braces attached to the vertical columns and steel risers for maximum strength and resistance to movement. Sway braces not required on rows 1 and 2. Sway braces fabricated from steel are essential for vertical post bleachers to resist the compression and tension forces created when the bleachers are loaded.

**7 Vertical Posts:** Electric-welded continuous 2" x 3" closed seam, rectangular structural steel tubing produces the strongest and safest vertical columns. Post size increases depending on row height and load-bearing requirements.

**3 Deck Supports:** Deck support brackets are more rigid than competitive designs to help prevent sagging and potential binding during operation. All deck supports incorporate rollers for efficient operation and deck stability.

**4 Nose Beam:** All Interkal seating options incorporate a structural continuous galvanized nose beam, resulting in a uniform understructure. This component provides superior strength, continuous support for the plywood deck, and the flexibility to achieve any aisle location/configuration.

### 5 Superslide System:

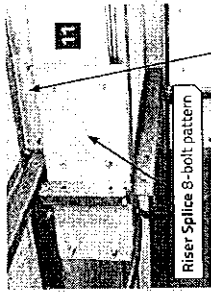
The low-friction flexible rod system guarantees positive engagement of vertical supports without binding, assuring smooth operation over uneven floor conditions. The Superslide system maintains proper vertical column spacing, reduces wear, and helps eliminate racking damage.

### 6 Row Locks:

- Stabilize the bleacher under load in the extended position by securely locking each support post to an adjacent post.

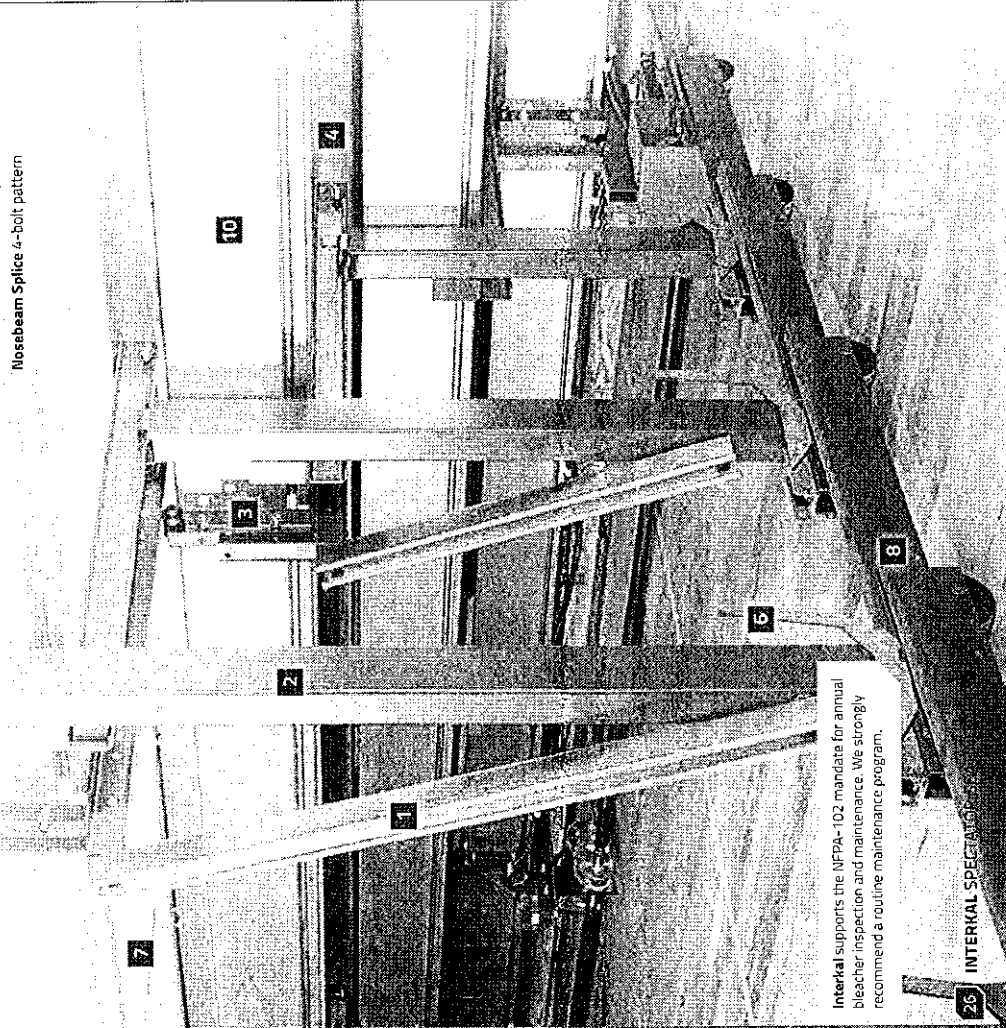
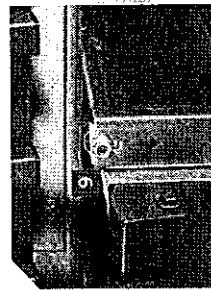
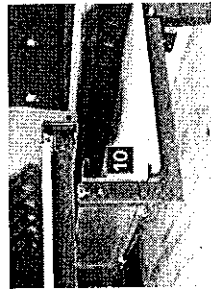
- Automatically engage and release for opening and closing operation.

- Individual row locks make it possible to open any number of rows without opening the entire bank of bleachers.



Riser Splice 8-bolt pattern

Nosebeam Splice 4-bolt pattern

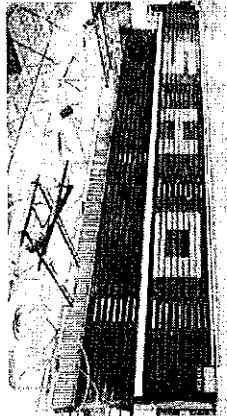


Interkal supports the NFPA-102 mandate for annual bleacher inspection and maintenance. We strongly recommend a routine maintenance program.

## Applications: Telescopic Systems to fit a variety of facility configurations

### Reverse-Fold Systems

(shown upper level, below) are designed for applications where space behind the bleacher stack is desired for other activities when the bleacher is not in use. This is common in areas such as mezzanines or balconies. Up to 18 rows can be specified with this system (over 18 rows, consult factory).



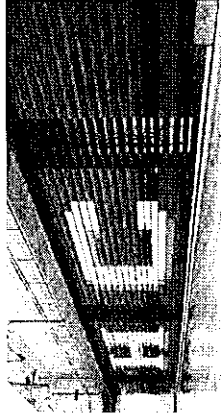
### Forward-Fold Systems

(shown lower level, below) are the most typical application of telescopic seating in which the bleachers open in the forward direction. They are available up to 24 rows (over 24 rows, consult factory) and utilize either wall attachment or free-standing floor attachment.



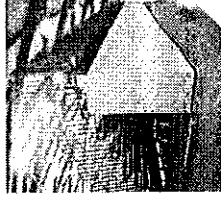
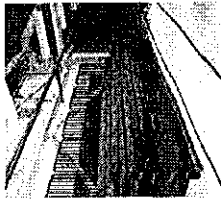
### Recessed Systems (below)

require minimal clearance to fit conveniently under a balcony overhang and maximize usable floor space when the bleachers are stacked. Available with any of the internal seating options up to 24 rows (over 24 rows, consult factory). Add one of our automatic power options for easy operation.



### Mobile Systems (shown below left)

consisting of single sections of bleachers can be used in one part of a building and stored in another. They offer increased flexibility and are available with any seating option up to 14 rows at 10", rise and 12 rows at 11" rise (over 14 rows, consult factory). Portable hydraulic dollies are provided for transport to various spectator or storage areas.



### Custom Seating Arrangements Available:

- Pie-shaped sections for radius configurations (shown far right)
- Truncated sections / notches to comply with the Americans with Disabilities Act (ADA) requirement for wheelchair seating
- Elevated front and rear walkways and cross aisles as required for code compliance, as well as improved sight lines
- Cut-outs for columns that extend out from rear wall

*Please consult factory on these and other custom seating arrangements.*

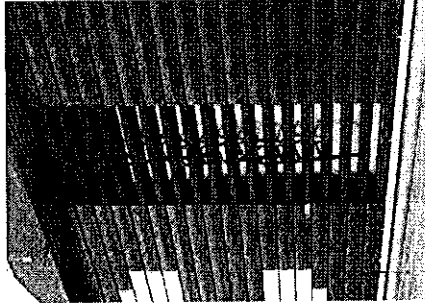
### Free-Standing Floor-Attached Systems (shown above right)

are designed for applications where bleachers are required to be located away from walls or when wall construction prohibits attachment (shown here with back rails and back panels).



## Self-Storing Aisle Rails

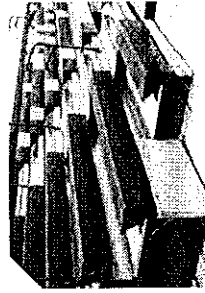
The Perfect Solution For Saving Set-Up Labor



- Aisle Rails are permanently bolted in position and automatically store in the deck, ensuring that the rails are in place at all times for spectator safety.
- This innovative design eliminates the need to individually set up each rail, maximizing labor savings.
- Revolutionary Patented Self-Storing Aisle Rails (SSAR)<sup>TM</sup> are exclusively from the leader in telescopic seating—Interkal!

## Provisions to Comply with ADA

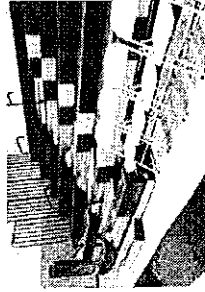
We Engineer Flexibility Into Your ADA Compliance



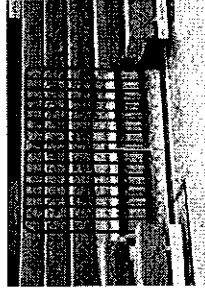
36" wide, 1-row deep single notchout



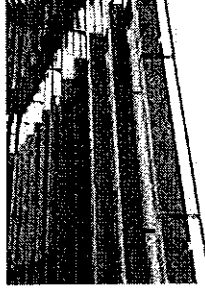
Double 1-row deep recoverable notchout shown in ADA mode



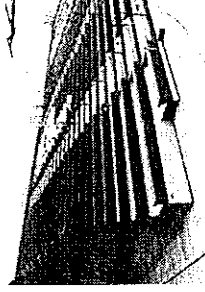
Recovered 1-row deep truncations



1-row deep double notchout with optional front rail



Double 1-row deep recoverable notchout shown in recovered mode



Double 1-row deep permanent notchout

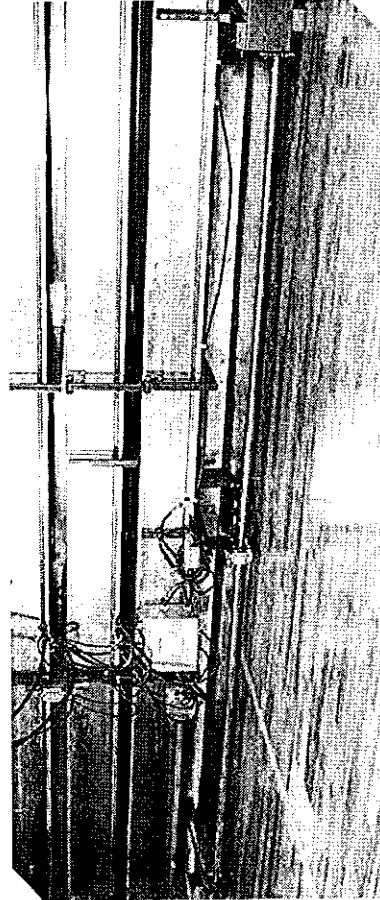
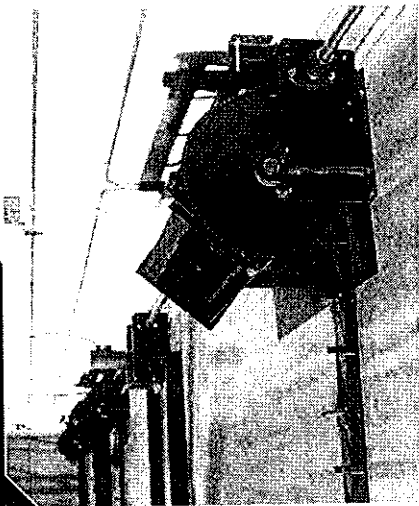
## Power Options

### Nonfriction Power System (Right)

This is a fully-automatic power system designed to open and close wall-attached, recessed or reverse-fold telescopic bleachers at the touch of a button—without the need for traction force on the floor. Typically used for higher-row applications, it has the capacity to move more rows of bleachers than any other mechanical power system developed for the telescopic seating market. Limit switches are used to stop the 2HP, 208-230VAC, 3-phase motor in the fully open or closed positions. The chain drive pusher links assure years of dependable performance as well as nonslip, straight line operation.

### Wide Track Power System (Below)

Our Wide Track Power System is U.L. listed and incorporates friction drive rollers as an integral part of the first row horse assembly. The two friction roller assemblies are linked by a continuous drive shaft driven by a 2 HP, 208V, 3-phase motor. This continuous drive shaft controls drive roller operation in a straight, efficient manner—especially important on bleacher banks which include numerous notchouts or truncations.



## Options & Accessories

### 1 Safety End Rails

are required on open ends of telescopic seating systems. Our self-storing end rails offer great convenience. These are designed and tested to meet all current building code requirements. Removable end rails are also available when required.

### 2 Vinyl Side Curtains

close off the ends of the bleacher with a heavy-duty laminated vinyl. Grommets at every hanger location, chainweight bottom hem. Available in 13 colors.

### 3 Aisle Center Rails

are installed on alternating rows and are available in both self-storing or quarter-turn types. Removable aisle rails are available when required.

### 4 Intermediate Steps

are designed to comply with applicable code requirements by providing an equal depth and height foot surface between rows. Safety abrasive tread is provided on all steps.

### 5 Video Platforms

are engineered to provide a stable platform for filming sporting events safely-integrated right into the seating system.

### 6 Removable Timer's Table

is an 18" by 96", high-pressure laminated work surface with removable legs which can be utilized at any location. The table leg assembly is constructed of tubular steel and the legs are easily removed for storage within the seating system.

### 7 End Panels

are designed to deter access behind units in the stored position.

### 8 Back Rails & Panels

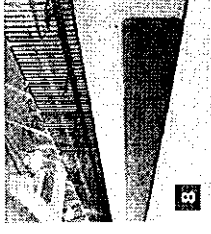
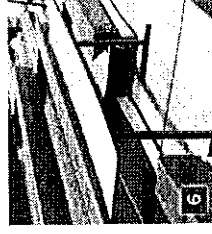
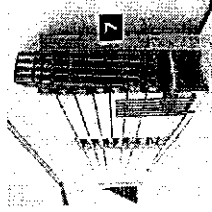
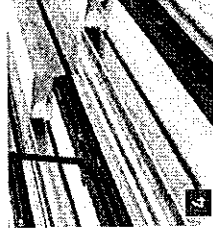
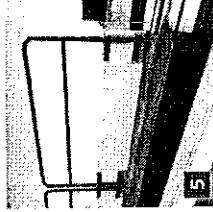
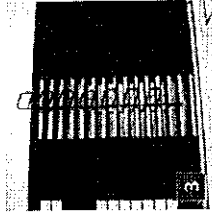
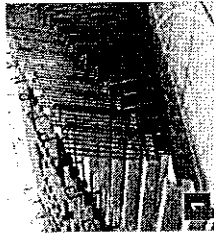
are used on mobile, free-standing and reverse-fold units to provide added safety and close off access to the understructure.

### 9 Black Polydeck

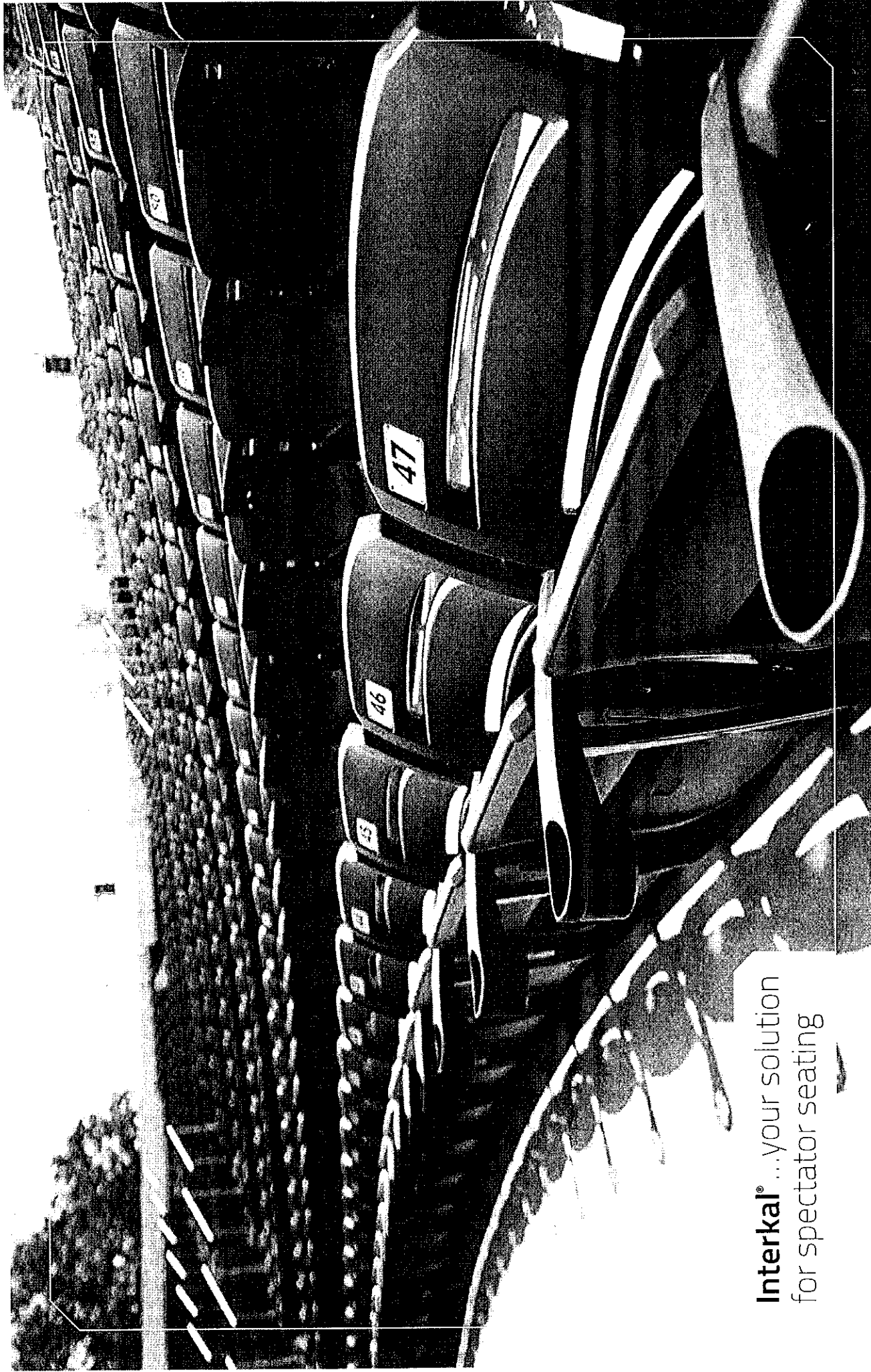
offers a unique, sharp upgrade to our standard grey polydeck.

### Additional Accessories

- Forward travel (able recovery for reverse fold units)
- Seat numbering on seat modules
- Vinyl ball deflectors
- Front rails
- Extended back panels
- Column cut-outs
- Balcony access steps



**Interkal®** ...your solution  
for spectator seating



Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

**Minimum Rates and Classifications for  
Building Construction**

ID#: 21-21171

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

**As of:**

March 31, 2021

Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

As of: March 31, 2021

Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a

Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	42.0	19.55 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra  
Crane with 200 ft. boom (including jib) - \$2.50 extra  
Crane with 250 ft. boom (including jib) - \$5.00 extra  
Crane with 300 ft. boom (including jib) - \$7.00 extra  
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage**

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

As of: March 31, 2021

Project: Bleacher Replacement at Crosby and Kennedy Schools (Waterbury)

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81j(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name <b>National Equipment and Facility Solutions</b> Street Address <b>166 Masons Island Road</b> City & State <b>Mystic, CT 06355</b> Chief Executive <b>Michael Ferrara</b>	Bidder Federal Employer Identification Number <b>20-3959419</b> Or Social Security Number _____
Major Business Activity (brief description)  <b>Distributor of School Furnishings</b>	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/>
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Locations in Ct. (If any) <b>Waterford, CT</b>	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.
	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. <b>Elaine Adams 860-439-6006</b>

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

Interkal LLC, bleacher manufacturer

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes ☒ No ☐

Depending on company workload at the time, installation may be subcontracted.

## PART IV - Bidder Employment Information

Date:


JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	2		2								
Business & Financial Ops											
Marketing & Sales	3	2								1	
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair	1.5	1.5									
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	X			X	Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement				X	High School Diploma	
Walk Ins	X			X	College Degree	
Present Employees	X				Union Membership	
Labor Organizations				X	Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
				X	Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) President	(Date Signed) 4/23/21	(Telephone) 860-439-0006
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# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.3

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Contract with M. J. Fahy & Sons Incorporated for rooftop HVAC unit replacements at Bucks Hill Elementary, Chase Elementary, Wilson Elementary, and West Side Middle Schools.

Approved:

---

Rocco F. Orso

## **Memorandum**

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: May 10, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** – Contract for Rooftop HVAC Units Replacement between City of Waterbury and M.J. Fahy & Sons Inc.

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The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 269,500.00 for Rooftop HVAC Units Replacement between City of Waterbury and M.J.Fahy & Sons Inc.

**This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.**

**This contract is subject to Board of Education approval anticipated at their upcoming meeting on 5/20/2021.**

**The contract may be subject to non-substantial changes to be approved by Corporation Counsel.**

This contract was initiated under the Request for Proposal process (RFP #6879).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of Replacement of Rooftop HVAC Units ("RTU(s)") at Bucks Hill Elementary School, Chase Elementary School, West Side Middle School, and Wilson Elementary School. The Contractor shall provide services for the completion of the Project, including, but not limited to: demolition and removal of existing units, reclaiming all units, disconnecting electrical, removing existing (old) units. Contractor shall provide all new rooftop units with economizer systems with barometric relief and shall provide all equipment and services necessary for installing the new units. Additionally, Contractor shall provide services for start-up and adjust equipment operation per manufacturer's instructions; and provide for inspections and clean-up. Overall, Contractor shall provide a turn-key operation for the replacement of the rooftop HVAC units at the four named Waterbury Public Schools.

The Contractor shall Substantially Complete all work and services required under this Contract within Ninety (90) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within One Hundred Ten (110) consecutive calendar days of the City's written Notice to Proceed ("Contract Time"). In any event, the Project shall reach Final Completion no later than August, 31, 2021.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

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 Clerk’s Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

---

Chris Harmon  
Attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.

**CONTRACT**  
**for**  
**ROOFTOP HVAC UNITS REPLACEMENT**  
**RFP No. 6879**  
**between**  
**City of Waterbury**  
**and**  
**M.J. Fahy & Sons Incorporated**

**THIS CONTRACT** (“Contract” or Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and M.J. FAHY & SONS INCORPORATED (“Contractor” or “M.J. Fahy”), located at 20 Judd Street, Waterbury, Connecticut 06702, a State of Connecticut duly registered domestic corporation (jointly referred to as the “Parties” to this Agreement)

**WHEREAS**, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 6879 for Rooftop HVAC Units Replacement at four (4) Waterbury Public Schools: Bucks Hill Elementary School, Chase Elementary School, West Side Middle School, and Wilson Elementary School; and,

**WHEREAS**, the City has selected Contractor to perform services regarding RFP Number 6879; and

**WHEREAS**, the City desires to obtain the Contractor's services for Rooftop HVAC Units Replacement pursuant to the terms set forth in this Contract (the “Project”).

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

**1.1.** The Project consists of Replacement of Rooftop HVAC Units (“RTU(s)”) at Bucks Hill Elementary School (“Bucks Hill”) located at 330 Bucks Hill Road, Chase Elementary School (“Chase”) located at 40 Woodtick Road, West Side Middle School (“West Side”) located at 483 Chase Parkway, and Wilson Elementary School (“Wilson”) located at 235 Birch Street. The Project consists of and Contractor shall provide services for the completion of the Project, including, but not limited to: demolition and removal of existing units including reclaiming refrigerant (where applicable) pursuant to and in accordance with State of Connecticut and Environmental Protection Agency Regulations and laws,

reclaiming all units, disconnecting electrical, removing existing (old) units. Contractor shall provide all new rooftop units with economizer systems with barometric relief and shall provide all equipment and services necessary for installing the new units including installation of new RTU(s) with cranes; set and provide new adapter curbs to accommodate the new units, install and provide economizer hoods, gas pipe and electrical hookups and condensate traps for each unit; reconnect any and all existing flue pipes, gas pipes and electrical; provide disconnect switches as required; provide new draft regulators; provide union, isolation valve; and paint new gas pipe(s). Additionally, Contractor shall provide services for start-up and adjust equipment operation per manufacturer's instructions; and provide for inspections and clean-up. Contractor is responsible for providing all necessary crane work and securing requisite clearance and permits as required and securing any and all necessary permits to complete the Project. Overall, Contractor shall provide a turn-key operation for the replacement of the rooftop HVAC units at the four named Waterbury Public Schools ("WPS") and shall provide all services necessary to complete the Project as stated herein and detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** City of Waterbury RFP No. 6879, including its attachment F "Scope of Services, General Description, Technical Specifications," consisting of 9 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
- 1.1.2** Contractor's Revised Cost Proposal, dated April 26, 2021 and Contractor's corresponding "Price Breakdown" dated May 5, 2021 (jointly referred to as "Revised Costing") consisting of 2, attached hereto;
- 1.1.3** Contractor's Additional Information provided per the selection committee's Request for Additional Information including Contractor's "Preliminary Schedule" and "Safety Program Requirements," ("Additional Information") consisting of 10 pages, attached hereto
- 1.1.4** Addendum #1 to RFP No. 6879 dated March 18, 2021, consisting of 3 pages, attached hereto;
- 1.1.5** Contractor's Response to RFP No. 6879, consisting of 11 pages, dated March 29, 2021 (excluding original price proposal and copy of proposal security payment), attached hereto.
- 1.1.6** "Submittal Data" (equipment and manufacturer specifications and instructions) provided by Contractor for F.W. Webb equipment, dated March 11, 2021, consisting of 48 pages; attached hereto
- 1.1.7** Contractor's Certificate(s) of Insurance, consisting of 2 pages, attached hereto (and otherwise incorporated by reference);
- 1.1.8** Contractor's Performance Bond and Payment Bond, as applicable, incorporated by reference;
- 1.1.9** State Wage Rate Documentation, consisting of 9 pages, attached hereto;
- 1.1.10** Any and all applicable Commission on Human Rights and Opportunities compliance documentation, (including any additional documents issued after execution of this agreement), incorporated by reference;

- 1.1.11** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 1.1.12** All Permits and Licenses, incorporated by reference; and
- 1.1.13** Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

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

- 1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2** Contract Amendment(s) and Change Order
- 1.2.3** This Contract
- 1.2.4** Addendum #1 to RFP No. 6879
- 1.2.5** RFP Number 6879, including Scope of Services (attachment F thereto)
- 1.2.6** Contractor's Revised Costing

**2. Representations Regarding Qualification and Accreditation.** The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

- 2.1 Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
- 2.2 Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.
- 2.3 Background Checks.** If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1 Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

**3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the solicitation process to ask questions it saw fit and to review the responses from the City;

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

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for RFP Number 6879 (collectively "Proposal Documents");

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

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

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

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

- 3.2 Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- 3.3 Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.
- 3.4 Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.
- 3.5 Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its

equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

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

**3.8.1 Criminal Background Check and DCF Registry Check.** The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are may have direct contact with students have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

**3.9 Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist

and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

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

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

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

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

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

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

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

- 4.2** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **Ninety (90) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **One Hundred Ten (110) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time"). In any event, the Project shall reach Final Completion no later than August, 31, 2021. Work shall be generally completed within the timeframe in Contractor's preliminary schedule attached hereto in Contractor's "Preliminary Schedule" and response to Request for Additional information in Attachment A.

### **5.1 Delay Damages**

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

**5.1.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

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

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1 Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **Two Hundred Sixty Nine Thousand Five Hundred Dollars (\$269,500.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Proposal Price and Contractor's corresponding "Price Breakdown" set forth in **Attachment A's** Contractor's Revised Price "Proposal" dated April 26, 2021 and Contractors "Price Breakdown" dated May 5, 2021, is attached hereto in Attachment A, and is summarized below:

<b>6.1.1 Bucks Hill Elementary School</b>	
14 RTUs at \$7,754.75 each .....	\$108,566.50
<b>6.1.2 Chase Elementary School</b>	
5 RTUs at \$8,669.30 each .....	\$43,346.50
<b>6.1.3 Wilson Elementary School</b>	
6 RTUs at \$8,215.75 each .....	\$49,294.50
<b>6.1.4 West Side Middle School</b>	
6 RTUS at \$7,298.75 each .....	\$43,792.50
<b>6.1.5 10% Owner Contingency Allowance .....</b>	<b>\$24,500.00</b>
<b>TOTAL.....</b>	
<b>\$269,500.00</b>	

**6.2 Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five Percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The

retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

- 6.3 Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding. Contractor understands any and all payment set forth herein is contingent upon receipt of grant funding and compliance with any and all grant requirements and parameters.

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

- 6.4 Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP Number 6897 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

- 6.5 Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

- 6.7 Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.
- 6.8 Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.
- 6.9 Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:
- 6.9.1** submit Applications for Payment in accordance with the following:
- 6.9.1.1** The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.
- 6.9.2** Progress and Final Payments
- 6.9.2.1** The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.
- 6.10** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule which shall generally comport with Contractor's preliminary schedule of work provided in its Revised Proposal, attached hereto as Attachment A. On a monthly basis, the Contractor shall deliver to the City a

written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the Final Completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

**7.1** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

**8. Passing of Title and Risk of Loss.**

**8.1** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

**8.2** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

**8.3** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

**9. Indemnification.**

**9.1** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

**9.6** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal

sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the City delivers its written notice of its acceptance of the Project.

## **11. Contractor's Insurance.**

**11.1** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

### **11.4.1 General Liability Insurance:**

**\$1,000,000.00** each Occurrence

**\$2,000,000.00** General Aggregate

**\$2,000,000.00** Products/Completed Operations Aggregate

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

### **11.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (CSL) Combined Single Limit Each  
Accident

**Any Auto, All Owned and Hired Autos**

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

**11.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut

Employers': Employer Liability (EL):

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**11.4.4 Excess/Umbrella Liability Insurance:**

**\$1,000,000.00** each Occurrence

**\$1,000,000.00** Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

**11.4.5 Builder's Risk Insurance:**

**\$1,000,000.00 each Occurrence or Limits Equaling the value of the Project.**

"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance:**

**\$1,000,000.00** each Occurrence/Claim

**\$2,000,000.00** Aggregate

**There will be no exclusion for Hazardous Materials, including Asbestos and Lead.**

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

**11.7 Certificates of Insurance:** All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation Professional Liability. All policies shall include a Waiver of Subrogation, except Builder's Risk and Professional Liability.** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

**12.2 Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**12.3 Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4 Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1** Definitions – For purposes of this paragraph:

**12.4.1.1** "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**12.4.1.2** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**12.4.1.3** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

**12.4.4.1** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

**12.4.4.2** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the

total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

**13.2 Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or association, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

**13.3 Affirmative Action.**

**13.3.1 Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.1.1** Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

**13.3.1.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit

discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

**13.3.1.1.2** The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

**13.3.1.1.3** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.1.1.4** The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

**13.3.1.1.5** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

**13.3.1.1.6** If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ

minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2 Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.2.1** Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

**13.3.2.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

**13.3.2.1.2** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.2.1.3** The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

**13.3.2.1.4** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

**14. Good Jobs Ordinance: Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1** The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs

Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.4 Definitions.** For purposes of this paragraph:

**14.4.1** "Administrator" shall be defined as it is in the Good Jobs Ordinance.

**14.4.2** "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

**14.4.3** "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

**14.4.4** "Contractor" shall be defined as it is in the Good Jobs Ordinance.

**14.4.5** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

**14.4.6** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

**14.4.7** "Resident" shall be defined as it is in the Good Jobs Ordinance.

**14.4.8** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

**14.5.1** at least thirty percent (30%) of its total worker hours performed by City Residents, and

**14.5.2** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

**14.5.3** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

**14.5.4** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

**14.5.5** a minimum of five percent (5%) of the construction workforce labor hours will be women, and

**14.5.6** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

**14.5.7** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

**14.8.1** The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

**14.8.2** The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

**14.8.3** The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

**14.8.4** The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

**14.9 Liquidated Damages Applicable To Section 14.1 through 14.8**

**14.9.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

**14.9.1.1** issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

**14.9.1.2** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.9.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.9.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.9.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.9.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.9.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

- 15.1** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 15.2** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 15.6** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Termination.**

**16.1 Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

**16.3 Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City

shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

#### **16.4 Rights Upon Termination.**

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

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

acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

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

- 17.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 17.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- 17.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 17.4** strikes and labor disputes; and
- 17.5** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Contract and the schedule set forth in Section 5 of this Contract.

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

**18.1** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**18.2** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

**18.3** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

**21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

**23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

**27. Changes in the Project: Change Orders.**

**27.1 Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**27.2 Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

**27.2.1.1** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the

proposed price adjustment, including the charges for any products required to implement the change request.

**27.2.1.2** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3 City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4 Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's RFP Number 6879 and its attachment F Scope of Services, **(ii)** the Contractor's Revised Proposal dated April 26, 2021; and **(iii)** Contractor's "Preliminary Schedule" in its Additional Information provided. Said historical documents are attached hereto as part of **Attachment A.**

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

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

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

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

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

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

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

Contractor: M.J. Fahy & Sons Incorporated  
20 Judd Street  
Waterbury, Connecticut 06702

City: City of Waterbury, Department of Education  
Attn: School Inspector's Office  
236 Grand Street  
Waterbury, Connecticut 06702

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

**34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and

Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

- 34.1** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 34.2** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- 34.3** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 34.4** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 34.6** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall

deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

- 34.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 34.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- 34.9** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- 34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of Waterbury and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- 34.11** The Contractor is hereby charged with the requirement that it shall have knowledge of, and if applicable, shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-

Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

**34.15 FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

**35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

**35.2 Bid or Proposal:** The form on which the bidder or proposer is to submit a bid or proposal for the Work contemplated.

**35.3 Bidder or Proposer:** A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

**35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.

**35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.

- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion,(ii) Final Completion, (iii) any identified Milestone, and (iv) any identified Phased Completion Date.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager:** An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings:** Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 Specifications or Technical Specifications:** The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 Subcontractor:** A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 Substantial Completion:** The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 Substitution:** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

**35.17 Supplementary General Conditions or Special Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract as may be included in **Attachment A** hereto.

**35.18 Work:** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

**35.19 Using Agency:** Department of Education, School Inspector's Office

[Signature page follows]

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

**WITNESSES:**

**M.J. FAHY & SONS, INC.**

Sign: \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Print Name:

Sign: \_\_\_\_\_  
Print Name:

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## **ATTACHMENT A**

1. Contractor's Revised Cost Proposal, dated April 26, 2021 and Contractor's corresponding "Price Breakdown" dated May 5, 2021 (jointly referred to as "Revised Costing") consisting of 2, attached hereto;
2. Contractor's Additional Information provided per the selection committee's Request for Additional Information including Contractor's "Preliminary Schedule" and "Safety Program Requirements," ("Additional Information") consisting of 10 pages, attached hereto;
3. Addendum #1 to RFP No. 6879 dated March 18, 2021, consisting of 3 pages, attached hereto;
4. Contractor's Response to RFP No. 6879, consisting of 11 pages, dated March 29, 2021 (excluding original price proposal and copy of proposal security payment), attached hereto.
5. "Submittal Data" (equipment and manufacturer specifications and instructions) provided by Contractor for F.W. Webb equipment, dated March 11, 2021, consisting of 48 pages; attached hereto
6. Contractor's Certificate(s) of Insurance, consisting of 2 pages, attached hereto (and otherwise incorporated by reference);
7. Contractor's Performance Bond and Payment Bond, as applicable, incorporated by reference;
8. State Wage Rate Documentation, consisting of 9 pages, attached hereto;
9. Any and all applicable Commission on Human Rights and Opportunities compliance documentation, (including any additional documents issued after execution of this agreement), incorporated by reference;
10. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
11. All Permits and Licenses, incorporated by reference; and
12. Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (#6879)  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
ROOFTOP HVAC UNITS REPLACEMENT**

---

**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for ROOFTOP HVAC UNITS REPLACEMENT (the “Project”) with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

**2. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**3. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **SIXTY (60) consecutive calendar days** of the City’s written Notice to Proceed (“Contract Time”).

**4. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

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BOARD OF EDUCATION**

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 3/17/2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 3/19/2021.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid conference will be held on 3/11/2021 at 10:00 AM, at West Side Middle School located at 483 Chase Parkway, Waterbury CT 06708, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**

**F. Management**

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

**G. Conditions**

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

**H. Submittal Requirements & Required Format**

**One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

following address no later than at **10:45 a.m. on March 29, 2021**. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
  - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
2. **Each Proposal shall contain the following four (4) forms, fully completed, as follows:**
- a. **Contract Compliance Documents (Attachment A)**
    - i. Proposers shall complete Attachment A documents which includes Outstanding Purchase Orders and Contracts with the City, Financial Interest Disclosure & Corporate Resolution.
    - ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.
  - b. **Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
    - i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
    - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
    - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
  - c. **Price Proposal (Attachment D).**
    - i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
    - ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**

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BOARD OF EDUCATION**

- iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

**d. Contractor's Qualification Statement (Attachment E).**

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

**3. Proposals may, at Proposer's discretion, contain the following:**

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

**1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

**2. Selection Process**

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**J. Rights Reserved to The City**

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the

**CITY OF WATERBURY  
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RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

**K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.**

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

**L. State Set-Aside Requirements**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**M. Insurance Requirements**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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.

At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP 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.

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

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

**Workers Compensation:**    **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$500,000 EL each Accident**  
   **\$500,000 EL Disease each Employee**  
   **\$500,000 EL Disease Policy Limits**

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

**Builder's Risk/Installation Floater Insurance:** **\$1,000,000 each Occurrence OR Limits equaling**  
   **The Value of the Project**

**Contractors Pollution Liability Insurance:**    **\$1,000,000 each Occurrence/Claim**  
   **\$1,000,000 Aggregate**

**There will be no exclusion for Hazardous materials, including Asbestos and Lead**

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the

**CITY OF WATERBURY  
BOARD OF EDUCATION**

Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", "Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

**O. Performance/Payment Bonds**

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**Q. Prevailing Wages**

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**

**CITY OF WATERBURY  
BOARD OF EDUCATION**






**RFP # 6879  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

**Technical Specifications**

The School Inspector's Office of the Waterbury Board of Education is looking to replace Rooftop HVAC Units at various schools.

	SCHOOL	TECHNICAL SPECIFICATIONS OF UNITS
1	BUCKS HILL SCHOOL	Model: YCC048F3MOBE Serial: R1523301H Phase- 3 phase Voltage- 208 ; Hz- 60 Control Voltage-24V Heating BTU input-100,000 Heating BTU output-80,000
2	CHASE SCHOOL	Model: YCC048F3MOBE Serial: R1523301H Phase- 3 phase Voltage- 208 ; Hz- 60 Control Voltage-24V Heating BTU input-100,000 Heating BTU output-80,000
3	WILSON SCHOOL	Model: YCC048F3MOBE Serial: R1523301H Phase- 3 phase Voltage- 208 ; Hz- 60 Control Voltage-24V Heating BTU input-100,000 Heating BTU output-80,000
4	WEST SIDE SCHOOL	Model-DM036N08B2BAA1A Serial-NLMM120076 Phase- 3 Phase Voltage-208 ; Hz-60 Control Voltage-24V Heating output-100,000

-  Demolition and remove of existing units
-  Provide and install the new units
-  Re-connect existing flue pipe and provide new draft regulator.
-  Provide all necessary electrical hook up for new units
-  Turn-key operation

**END OF ATTACHMENT F**



# M.J. FAHY & SONS, Inc.

Since 1890

PLUMBING - HEATING - COOLING

For Industry-Home-Commercial

F1-00010393 P1-00204042 SI-0386523

20 JUDD STREET, WATERBURY, CONNECTICUT 06702 ---TELEPHONE (203) 574-4808

FAX: (203) 755-3268 - E-MAIL: [MJFAHY@MJFAHY.COM](mailto:MJFAHY@MJFAHY.COM)

April 26, 2021

## PROPOSAL

City of Waterbury  
Board of Education  
236 Grand Street  
Waterbury, CT 06702

Re: 4 Schools RTU  
(#6879 RFP)

**We hereby submit specifications and estimates for:** The HVAC – RTU work at 4 School locations, per RFP 6879.

**Our scope of work includes: (typical of 4 schools)**

- Reclaim R-22 refrigerant from all units per State of CT, EPA regulations. Disconnect equipment. Remove old units from site.
- Provide and install new gas/electric rooftops. Units to have economizers system with barometric relief. Provide necessary adapter curbs to accommodate new unit footprint.
- Provide all necessary crane service for the work.
- Reconnect electrical feeds for each unit. Provide disconnect switch as required.
- Install condensate trap for each unit.
- Reconnect existing gas piping. Provide union, isolation valve.
- Paint new gas pipe.
- Start-up and adjust equipment operation per manufacturer's instructions.
- Includes necessary permit fees.

**Total cost: \$ 245,000.00**

We propose hereby to furnish material and labor -- complete in accordance with these specifications for the sum of: See Above

Payable as follows: Per Contract Terms

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature \_\_\_\_\_

ACCEPTANCE OF PROPOSAL-- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Any payment not made when due shall accrue interest at a rate of 1.5% per month (annual percentage rate 18%) from date due. Customer agrees to pay all cost of collections, including a reasonable attorney fee.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# M.J. FAHY & SONS, Inc.

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F1-00010393 P1-00204042 S1-0386523

20 JUDD STREET, WATERBURY, CONNECTICUT 06702 ---TELEPHONE (203) 574-4808

FAX: (203) 755-3268 - E-MAIL: [MJFAHY@MJFAHY.COM](mailto:MJFAHY@MJFAHY.COM)

## City Of Waterbury Board Of Education

5-5-21

### 4 Schools RTU Bid #6879

#### Price Breakdown

Bucks Hill School	14 RTU	\$7,754.75 each	Total \$108,566.50
Chase School	5 RTU	\$8,669.30 each	Total \$ 43,346.50
Wilson School	6 RTU	\$8,215.75 each	Total \$ 49,294.50
West Side School	6 RTU	\$7,298.75 each	Total \$ <u>43,792.50</u>
<b>Total:</b>			<b>\$ 245,000.00</b>



# M.J. FAHY & SONS, Inc.

Since 1890

PLUMBING – HEATING – COOLING

For Industry-Home-Commercial

FI-00010393 P1-00204042 SI-0386523

20 JUDD STREET, WATERBURY, CONNECTICUT 06702 ---TELEPHONE (203) 574-4808

FAX: (203) 755-3268 - E-MAIL: [MJFAHY@MJFAHY.COM](mailto:MJFAHY@MJFAHY.COM)

## Preliminary Schedule- BID #6879 CITY WTBY RTU PROJECT

### Westside Middle School

1	Reclaim Refrigerant, Disconnect Electrical	1 Day
2	Remove Old Units Install New RTU (W/ Crane)	1 Day
3	Install Economizers Hoods, Install Gas Pipe And Electrical Hookup, Condensate Traps	2.5 Days
4	Start Up Equipment (Commissioning)	1 Day
5	Inspections/ Clean Up	<u>.5 Day</u>
<b>Total</b>		<b>6 Days</b>

### Chase School

1	Reclaim The 5 Units, Disconnect Electrical	1 Day
2	Remove Old Units, Set New Curbs & 5 New RTU (W/Crane)	1 Day
3	Install Economizer Hoods, Install Gas Pipe, Hookup Electrical Condensate Traps	2 Days
4	Start Up Equipment (Commissioning)	1 Day
5	Inspections/ Clean Up	<u>.5 Day</u>
<b>Total</b>		<b>5.5 Days</b>

### Wilson School

1	Reclaim The 6 Units, Disconnect Electrical	1 Day
2	Remove Old Units, Set New Curbs & 6 New RTU (W/Crane)	1 Day
3	Install Economizer Hoods, Install Gas Pipe, Hookup Electrical Condensate Traps	2 Days
4	Start Up Equipment (Commissioning)	1 Day
5	Inspections/ Clean Up	<u>.5 Day</u>
<b>Total</b>		<b>5.5 Days</b>

### Bucks Hill School

1	Reclaim The 14 Units, Disconnect Electrical	2 Day
2	Remove Old Units, Set New Curbs & 14 New RTU (W/Crane)	2 Day
3	Install Economizer Hoods, Install Gas Pipe, Hookup Electrical Condensate Traps	4 Days
4	Start Up Equipment (Commissioning)	2 Day
5	Inspections/ Clean Up	<u>1 Day</u>
<b>Total</b>		<b>11 Days</b>

**Total Working Days = 28 Days ( Approx. 6 Weeks)**

**Equipment Delivery If All Units Ordered At Once 8-10 Weeks Lead Time**

**Approx.. Job Duration 16 Weeks**



# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: M J FAHY & SONS INC

Risk ID: 060180954

Rating Effective Date: 09/01/2020

Production Date: 04/17/2020

State: CONNECTICUT

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
CT	.07	17,480	24,636	7,156	59,856	29,500	77,356	17,500
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		17,480	24,636	7,156	59,856	29,500	77,356	17,500

	Primary Losses		Stabilizing Value		Ratable Excess		Totals	
	(I)		$C * (1 - A) + G$		(A) * (F)		(J)	
Actual	17,500		45,756		4,190		67,446	
	(E)		$C * (1 - A) + G$		(A) * (C)		(K)	
Expected	7,156		45,756		1,224		54,136	
	ARAP		FLARAP		SARAP		MAARAP	
							(J) / (K)	
Factors	1.25						1.25	

THE ARAP FACTOR SHOWN IS CAPPED AT THE APPROVED MAXIMUM ARAP SURCHARGE FOR THIS STATE.

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# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
Access to Employee Exposure and Medical Records	<ul style="list-style-type: none"> <li>• Identify what records must be maintained</li> <li>• Maintain employee's records confidentially</li> <li>• Ensure access to records by employees, as required</li> <li>• Inform employees of their rights, complete <b>pg. 6</b> (file name: Access to Employee Exposure and Medical Records FORM), employees need access</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Access to Employee Exposure and Medical Records</li> </ul> <p>Employees must be informed of what records are kept, their location, and how to access them.</p> <p>Frequency: initial, annual</p>
Accident Investigation and Reporting	<ul style="list-style-type: none"> <li>• Determine who will investigate accidents, this may include supervisors, management, and employees</li> <li>• Determine accident and near miss reporting procedures</li> <li>• Inform employees of the work-related injuries and illness procedures and their rights to report</li> <li>• Complete accident report as needed, <b>pg. 11– 13</b> (file name: Accident, Incident, Near Miss Investigation Report FORM)</li> <li>• Note additional state requirements for: AK, HI, WA</li> </ul>	<p>Available but not required training:</p> <ul style="list-style-type: none"> <li>• Accident investigation (Supervisor)</li> <li>• Accident Reporting</li> </ul>
Back Safety in the Workplace	<ul style="list-style-type: none"> <li>• Identify risk factors for back injury in the operations                             <ul style="list-style-type: none"> <li>• Repetitive or prolonged activities</li> <li>• Awkward postures</li> <li>• Unusual size or weight objects</li> </ul> </li> <li>• Implement any required controls to minimize or eliminate hazards</li> </ul>	<p>Available but not required training:</p> <ul style="list-style-type: none"> <li>• Back Safety</li> <li>• Back Care (Medical)</li> </ul>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
<p>Confined Space Entry (Permit Required)</p>	<ul style="list-style-type: none"> <li>• Develop procedures for atmospheric testing, <b>pg. 17</b> (file name: Confined Space Atmospheric Testing FORM)</li> <li>• Assess confined spaces to determine if permit is required, <b>pg. 18</b> (file name: Confined Space Entry Assessment FORM)</li> <li>• Ensure permits are established and posted and that conditions of entry have been met, <b>pg. 20 – 22</b> (file name: Confined Space Entry Permit FORM)</li> <li>• Identify any confined and maintain a listing of these spaces, <b>pg. 23</b> (file name: Confined Space List FORM)</li> <li>• Write and communicate policies and procedures including safe entry requirements, <b>pg. 24 - 25</b> (file name: Confined Space Written Program FORM)</li> <li>• Audit (annually) permits to ensure effectiveness of procedures</li> <li>• Retain entry permits for at least one year beyond termination of the job or permit</li> <li>• Identify rescue procedures, team members and responsibilities, and provide equipment necessary (rescue, personal protective, safe lighting etc.)</li> <li>• Note additional state requirements for: AK, MD, MI, MN, OR, VA</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Confined Space Entry</li> </ul> <p>Entrants, Attendants, and their supervisors, in entry hazards, communications, and emergency response. (Paychex can provide general entry training, not space specific hazards)</p> <p>Frequency: initial, and per space, update as required</p>
<p>Construction Safety</p>	<ul style="list-style-type: none"> <li>• Access each construction job to identify its potential health and safety risks and communicate the identified hazards to employees</li> <li>• Review operations for additional activities which could impact both contractors and employees</li> <li>• Write and communicate policies and procedures</li> <li>• Conduct compliance audits when contractors are on site</li> <li>• Note additional state requirements for: CA, HI, MI, MN, NC, NV, OR, UT, VT</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Overview – Construction</li> </ul> <p>Employees will be trained on safety policies and procedures as well as the hazards posed by their work assignment.</p>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
Electrical (Comprehensive) >50V	<ul style="list-style-type: none"> <li>• Review hazards and determine level of exposures</li> <li>• Provide testing supplies and safety equipment</li> <li>• Provide warning and alerting devices to protect employees from contact with energy hazards</li> <li>• Write and communicate policies and procedures, <b>pg. 10 – 12</b> (file name: Electrical Safety Written Program (Example) FORM), employees need access</li> <li>• Note additional state requirements for: AK, MI, MN, OR</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Electrical Safety</li> </ul> <p>Hazard recognition and protective measures. Competent person for Ground Fault Protection in Construction. (Paychex can provide general awareness training, not qualification or high voltage exposure)</p> <p>Frequency: initial, update as required</p>
Emergency Action, Evacuation and Fire Prevention	<ul style="list-style-type: none"> <li>• Identify and evaluate fire hazards</li> <li>• Identify and evaluate exit routes</li> <li>• Provide emergency equipment as needed</li> <li>• Write and communicate policies and procedures including Emergency Action and Fire Prevention Programs, <b>pg. 12</b> (file name: Emergency Action Plan FORM), employees need access</li> <li>• Review program at least annually</li> <li>• Annual and monthly fire extinguisher inspections</li> <li>• Note additional state requirements for: MI, OR</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Emergency Action</li> <li>• Fire Extinguisher</li> </ul> <p>Emergency Action training required for all employees in exiting areas, relocation safe-spot, and (as appropriate) fire hazards.</p> <p>Fire Extinguisher training required if an employee is required to use fire extinguishers, training required annually. (Paychex can provide only voluntary use fire extinguisher training)</p> <p>Frequency: initial, update as required, annual for some businesses</p>
General Safety Awareness	<ul style="list-style-type: none"> <li>• Document any site specific General Safety Rules not covered by any other section of the safety manual, <b>pg. 12</b> (file name: General Safety Rules FORM), employees need access</li> <li>• Ensure New Employee are given safety training prior to starting work</li> <li>• Note additional state requirements for: CA, HI, OR</li> </ul>	<p>Available but not required training:</p> <ul style="list-style-type: none"> <li>• General Safety Orientation</li> </ul>
Hand and Portable Power Tools	<ul style="list-style-type: none"> <li>• Inspect tools before use to ensure they are in good operating condition</li> <li>• Note additional state requirements for: MI, MN</li> </ul>	<p>Available but not required training:</p> <ul style="list-style-type: none"> <li>• Hand and Portable Power Tools</li> </ul>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
Hazard Communication	<ul style="list-style-type: none"> <li>• Determine if hazardous chemicals are present in the workplace</li> <li>• Ensure a Hazardous Chemical Inventory List is maintained, <b>pg. 7</b> (file name: Chemical Inventory List FORM)</li> <li>• Ensure the availability of a Safety Data Sheet (SDS) for each hazardous chemical or mixture in the workplace, employees need access</li> <li>• Ensure proper labeling of chemical containers</li> <li>• Complete a written hazard communication program, <b>pg. 9 - 10</b> (file name: Hazard Communication Written Program FORM), employees need access</li> <li>• Develop a process to evaluate and document any new hazards or changes</li> <li>• Ensure proper Personal protective equipment is identified</li> <li>• Note additional state requirements for: AK, HI, MD, MI, MN, NC, NM, RI, TN, VT, WA, *OR for Pesticide Worker Protection</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Hazard Communication</li> </ul> <p>SDS content, Labeling requirements, Right to Know</p> <p>Frequency: initial, update as required</p>
Lockout/Tagout	<ul style="list-style-type: none"> <li>• Evaluate the potential hazards of specific equipment</li> <li>• Inform absent employee of lock removal, <b>pg. 12</b> (file name: LOTO Absent Employee Lock Removal Procedure FORM)</li> <li>• Establish a written program and procedures for each piece or type of equipment, <b>pg. 16 - 17</b> (file name: LOTO Written Procedure FORM), employees need access</li> <li>• Perform annual procedure inspections, <b>pg. 18</b> (file name: LOTO Written Procedure Inspection Certificate FORM)</li> <li>• Communicate with contractors, as required</li> <li>• Evaluate all new equipment (or changes to old equipment) and processes for LO/TO capability</li> <li>• Note additional state requirements for: MI</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Lockout Tagout</li> </ul> <p>3 levels: Authorized, Affected and Others</p> <p>Frequency: initial, update as required</p>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
OSHA Recordkeeping	<ul style="list-style-type: none"> <li>• Determine if recordkeeping standards apply</li> <li>• Maintain appropriate records: OSHA 300 <b>pg. 11</b> (file name: OSHA_300_Log), 300A <b>pg. 12</b> (file name: OSHA_300A_Log) and 301 <b>pg.13</b> (file name: OSHA_301 or equivalent form)</li> <li>• Notify OSHA within 8 hours of fatalities and within 24 hours of work related inpatient hospitalization, amputation, or loss of an eye</li> <li>• Post appropriate summaries of the OSHA recordkeeping forms from Feb 1 – April 30</li> <li>• Encourage employees to report any incidents (injuries, illnesses, and near-miss incidents)</li> <li>• Report the contents and summaries of these documents upon being notified in writing by the Bureau of Labor Statistics that the employer has been selected to participate in a statistical survey of occupational injuries and illnesses</li> <li>• Retain log and summary of all recordable occupational injuries and illnesses (OSHA 300 and OSHA 300A or equivalent) for 5 years</li> <li>• Note additional state requirements for: CA, HI, MI, MN, OR</li> </ul>	<p>Available but not required training:</p> <ul style="list-style-type: none"> <li>• OSHA Recordkeeping (Supervisor)</li> </ul>
Personal Protective Equipment	<ul style="list-style-type: none"> <li>• Conduct an annual documented personal protective equipment assessment to identify risk factors for employee exposures, <b>pg. 8</b> (file name: Certificate of Hazard Assessment FORM), employees need access</li> <li>• Provide protective equipment, as required</li> <li>• Note additional state requirements for: MI, MN, OR</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Personal Protective Equipment</li> </ul> <p>(Equipment dependent) Users of equipment in use, storage and protection limits.)</p> <p>Frequency: initial, update as required</p>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
Portable Ladder Safety	<ul style="list-style-type: none"> <li>• Ensure the appropriate type of ladder is selected based on the nature of the project</li> <li>• Ensure ladder inspections are performed, <b>pg. 7</b> (file name: Ladder Safety Checklist FORM)</li> <li>• Ensure ladders are properly repaired and maintained in accordance with regulatory standards or are properly disposed of when they are found to be defective (and or are removed from service)</li> <li>• Note additional state requirements for: CA, MI, OR</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Ladder Safety</li> </ul> <p>Users of ladders in inspection and equipment use</p> <p>Frequency: initial, update as required</p>
Respiratory Protection	<ul style="list-style-type: none"> <li>• Evaluate the need for respiratory protection</li> <li>• Determine filter change out schedule, <b>pg. 19</b> (file name: Respirator Filter Change Out Schedule FORM)</li> <li>• Document voluntary respirator use, <b>pg. 20</b> (file name: Respirator Information for Voluntary Use FORM)</li> <li>• Ensure respirator users are medically fit to use the equipment and perform the duties required, <b>pg. 22 – 26</b> (file name: Respirator Medical Evaluation Questionnaire FORM)</li> <li>• Provide NIOSH-approved respirators, suitable to the hazard</li> <li>• Train and fit-test employees who use respirators, <b>pg. 28</b> (file name: Respirator Selection And Fit Testing Record FORM)</li> <li>• Evaluate the facility and program at least annually to ensure it is effective and appropriate</li> <li>• Establish and maintain the written program and documentation required, <b>pg. 68 – 73</b> (file name: Respiratory Protection Written Program)</li> <li>• Note additional state requirements for: AK</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Respirators – Air Purifying Respirators</li> <li>• Respirators – Filtering Facepieces</li> <li>• Respirators – Supplied Air Respirator</li> </ul> <p>Users trained in requirements, medical issues, cleaning and inspection. (Paychex can provide for classroom education, not fit testing)</p> <p>Frequency: initial, annual</p>
Safe Driving	<ul style="list-style-type: none"> <li>• Inspect vehicles prior to operation</li> </ul>	<p>Available but not required training:</p> <ul style="list-style-type: none"> <li>• Safe Driving</li> </ul>
Safety Checklist	<ul style="list-style-type: none"> <li>• Routine safety inspections and audit of workplace</li> </ul>	<p>No OSHA trainings apply</p>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
Scaffolds	<ul style="list-style-type: none"> <li>• Ensure only trained and qualified individuals erect or dismantle scaffolding</li> <li>• Ensure scaffolding meets the minimum requirements for loading, strength, position and use for the job, task or activity</li> <li>• Provide the needed equipment and materials for scaffolding</li> <li>• Ensure only certified professional engineers design scaffolds where scaffolding is built or erected for a specific purpose</li> <li>• Ensure inspections are performed and documented</li> <li>• Enforce the use of guardrail systems and/or fall protection equipment</li> <li>• Note additional state requirements for: MI</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Scaffolds</li> </ul> <p>User restrictions and precautions</p> <p>Frequency: initial, update as required</p>
Scissors Lift	<ul style="list-style-type: none"> <li>• Identify the tasks that require a scissor lift</li> <li>• Maintain manufacturers requirements, limits and documentation</li> <li>• Conduct daily inspections prior to use, recommended to document inspections, <b>pg. 6</b> (file name: Scissor Lift Operator Daily Checklist FORM)</li> <li>• Ensure only trained operators use lift equipment, <b>pg. 7</b> (file name: Scissor Lift Operator Performance Evaluation FORM)</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Scissor Lifts</li> </ul> <p>Users in operating controls and safe use. (Paychex can provide for classroom education, not skills requirement)</p> <p>Frequency: initial, update as required</p>
Silica	<ul style="list-style-type: none"> <li>• Determine silica exposure levels of concern</li> <li>• Implement exposure monitoring program for each effected employee.</li> <li>• Utilize engineering and work practice Controls to reduce silica exposure wherever feasible</li> <li>• Establish and Implement a Silica Exposure Control Plan, <b>pg. 16</b> (file name: Silica Exposure Control Plan)</li> <li>• Implement a medical surveillance program, as needed</li> <li>• Provide personal protective equipment, as needed</li> <li>• Maintain exposure records</li> <li>• General Industry: Post Signs and limit access where required</li> </ul>	<p><b>REQUIRED TRAINING:</b></p> <ul style="list-style-type: none"> <li>• Silica Safety Awareness</li> </ul> <p>Employees exposed above established limits.</p> <p>Frequency: initial, annual</p>

# Safety Program Requirements

M. J. Fahy & Sons, Inc

Title	Program Requirements	Training Requirements
Walking and Working Surfaces	<ul style="list-style-type: none"><li>• Ensure aisles and passageways are of the proper width and appropriately maintained</li><li>• Ensure all wall, floor, stairways are adequately protected</li><li>• Ensure floors are not overloaded, and that load limits are indicated</li><li>• Enforce housekeeping rules</li><li>• Ensure materials are properly stored and not obstructing aisles, passageways, stairways or other areas where they could cause a hazard</li><li>• Note additional state requirements for: MI, MN, OR</li></ul>	Available but not required training: <ul style="list-style-type: none"><li>• Slips Trips and Falls</li><li>• Walking and Working Surfaces</li></ul>
Working in Extremes Temperatures	<ul style="list-style-type: none"><li>• Monitor workplace temperatures</li><li>• Ensure employees and supervisors are able to recognize early signs and symptoms of cold and heat intolerance</li><li>• Provide engineering controls, work practices and protective equipment to reduce exposure levels to the lowest achievable level</li><li>• Ensure the availability of water or other appropriate beverages to employees</li><li>• Note additional state requirements for: CA, WA</li></ul>	Available but not required training: <ul style="list-style-type: none"><li>• Extreme Temperature - Cold</li><li>• Extreme Temperature - Heat</li></ul>



# M.J. FAHY & SONS, Inc.

*Since 1890*

PLUMBING – HEATING - COOLING

*For Industry-Home-Commercial*

FI-00010393 P1-00204042 SI-0386523

20 JUDD STREET, WATERBURY, CONNECTICUT 06702 ---TELEPHONE (203) 574-4808

FAX: (203) 755-3268 - E-MAIL: [MJFAHY@MJFAHY.COM](mailto:MJFAHY@MJFAHY.COM)

## Resume of Proposed Staff

### Francis Fahy Jr

Foreman- P1,S1,F1,OSHA 30, Fran has 44 years of experience providing commercial and residential HVAC, plumbing and fire protection services. He joined the family business in 1976 and holds several industry licenses and certifications, including Heating & Cooling, Plumbing, Fire Protection, Sheetmetal & Solar Thermal and OSHA-30. Fran has a passion for designing all types of mechanical systems. The diversity of Fran's knowledge and skills has allowed the company to continue offering solutions to all our customers' mechanical needs.

### Jeffery Valois

Plumbing- P2, OSHA 10, Jeff has been part of our staff since 1993. His experience in the plumbing industry includes both residential and commercial applications. He has proven to be a knowledgeable, reliable & conscious part of the M J Fahy team for the past 28 years.

### Francis Rojcoomar

HVAC- S2, OSHA 30, Francis, earned his apprenticeship with M J Fahy and now holds his HVAC license. His knowledge and enthusiasm for his trade has made him a valuable member.

### John Stack

HVAC – NATE, OSHA 10 certified, with 17 years of working with Fran Fahy, he has valuable technology in the HVAC field and a background working with a range of complex HVAC systems.

### Steven Bigert

Plumbing - P1 OSHA 10, Steve has been a part of the M J Fahy team, collectively, for 9 years. Working mainly with our commercial customers. Steve has top-level knowledge in installation, troubleshooting and repairing plumbing equipment and systems.

KEVIN McCAFFERY  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**March 18, 2021**

**RFP #: 6879**

**Project Title: Board Of Education Rooftop HVAC Units Replacement**

Please find questions and answers below.

1. **Can a list of attendees at the pre-bid meeting be uploaded or added to an addendum?**

**Attached**

2. **Can you confirm that every building each has a group of identical rooftop units?**

**Each location has the same units expect West Side Middle School. You can find the information on attachment F of the RFP.**

3. **In regards to Wilson School, could a crane set up in the Waterbury Career Academy parking lot?**

**They can use a crane, it just has to be cleared with the SIO so we can avoid any events or school activities.**

**4. Should all the new rooftop units come equipped with economizers?**

**All new units should have economizers.**

**5. Will new electrical disconnects be required for each rooftop unit?**

**Needs to be up to code if not already.**

**Thank you.**

**Kevin McCaffery  
Director of Purchasing – City of Waterbury**

RFP #6879: Rooftop HVAC Units Replacement

	<b>Attendees</b>	<b>Company</b>
1.	Mark Dawczyk	M + M Mechanical
2.	Jay Frisino	B6 Mechanical
3.	Thomas Warzd	CT Hydronics LLC
4.	Lee Scheinfeld	Action Air System
5.	Randy Vagnini	Energy Resources
6.	Bill Madey Jr	Central Mechanical
7.	Troy Karwowski	SAV MOR
8.	Francis Fahy	MJ Fahy & Sons Inc
9.	Dominic Levesque	Atlantic Mechanical Services

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6879  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2011)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**



*None*  
(Service or Commodity Covered by Contract)

*None*  
(Term of Contract)

\_\_\_\_\_  
(Service or Commodity Covered by Contract)

*None*  
(Term of Contract)

\_\_\_\_\_  
(Service or Commodity Covered by Contract)

\_\_\_\_\_  
(Term of Contract)

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

PLMG + HVAC Repairs

(Service or Commodity Covered by Purchase Order)

PO 186816 \$ 1600.<sup>00</sup> 3/21/21

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

---

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

**CITY OF WATERBURY  
BOARD OF EDUCATION**

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

M J Fahy + Sons Inc  
(Name of Company, if applicable)

Francis M Fahy Jr  
Signature of Individual (or Authorized Signatory)

3-29-21  
Date

Francis M Fahy Jr  
Print or Type Name and Title (if applicable)  
President

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**CORPORATE RESOLUTION**

I, Christine Fahy, hereby certify that I am the duly elected and acting Secretary of M J Fahy & Sons Inc a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 5<sup>th</sup> day of March, 2021.

"It is hereby resolved that Francis Fahy Jr is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said M J Fahy & Sons Inc corporation this 29 day of March, 2021.

Christine Fahy  
Secretary

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6879  
ATTACHMENT C**

**Non-collusion and Acknowledgement Affidavit of the Proposer**


**(Must be submitted as part of Proposal)**

**KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

 1 addenda # 3/18/2021 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

**CITY OF WATERBURY  
BOARD OF EDUCATION**

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0338070  
Social Security Number  
or Federal Identification Number

Francis M. Fahy Jr.  
Signature of Individual or Corporate Name  
MJFAHY & SONS INC.

Francis M Fahy Jr  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: Francis M Fahy Jr

By: President  
(Title)

Business Address: 26 Judd St  
(City, State, Zip Code)

Waterbury CT 06702

Phone: 203 574 4808

Date: 3.29.2021

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**END OF ATTACHMENT C**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6879  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

NAME: Francis M Fahy Jr  
BUSINESS NAME: M J Fahy & Sons Inc ( ☒ ) Corporation  
( ) Partnership  
OFFICE ADDRESS: 20 Judd St ( ) Individual  
Waterbury CT 06702 ( ) Joint Venture  
( ) Other \_\_\_\_\_  
PRINCIPAL OFFICE: 20 Judd St Waterbury CT  
BUSINESS TELEPHONE NUMBER: 203 574 4808  
BUSINESS FAX NUMBER: 203 755 3268  
BUSINESS EMAIL ADDRESS: FranMJFahy.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?  
131
2. How many years has your organization been in business under its present business name?  
131
3. If a Corporation OR LLC, answer the following:  
Date of Incorporation: 1919  
State of Incorporation: Connecticut  
President/Member: Francis M Fahy Jr  
Vice Presidents/Members: —  
Secretary/Member: Christine Fahy  
Treasurer/Member: Christine Fahy

**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: NA

Officers and Titles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

Highline Crane	100,000 -	9-2021
Smith Medical	75,000	5-2021

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WATERBURY  
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

N/A

8. List your major equipment available for this contract.

Threading equipment  
Crane Rigging equipment (subcontracted)

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

President Francis M. Foley 203 232-7970  
(Title) (Name / Telephone Number)

(Title) (Name / Telephone Number)

(Title) (Name / Telephone Number)

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at 8:08 AM this 29 day of March, 2021

Name of Contractor:

M J Fahy & Son Inc

By:

Francis M Fahy Jr

Francis M Fahy Jr

(Print and sign name of duly authorized principal)

Title:

President

**END OF ATTACHMENT E**



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# SUBMITTAL DATA

**Order #:**

**Date:** 03/11/2021

**Project:**

WATERBURY COMMERCIAL BID - CITY OF WATERBURY

**Project #:**

**Submitter:**

Troy Bott

FW WEBB CO - HARTFORD

737 BANK ST,

WATERBURY, Connecticut 06708

203-574-5959

**Date**

03/11/2021

**Project Name**

WATERBURY COMMERCIAL BID - CITY OF WATERBURY

**Project Number****Client / Purchaser**

F.W. WEBB COMPANY

## Submittal Summary Page

Qty	Tag #	Model #	Description
25		ZE048H12B2C1AAA1A2	4 Ton, Single Packaged R-410A Air Conditioner, Single Stage Cooling, 12.0 EER / 14.0 SEER, Single Stage Gas Aluminum Steel, 125 MBH Input, 208/230-3-60 • Dry Bulb Economizer and Hood (No Barometric Relief Damper) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511) • 1.5 HP Standard Static Belt Drive Blower • 1" Throwaway Filters • Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil • Galvanized Steel Drain Pan • Standard Access Doors
25		1RD0410	Barometric Relief Damper with Hood Kit (Downflow Unit or Duct Mounted)
25		1RC0434	Roof Curb - 14" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down)
6		ZE035H10B2C1AAA1A2	3 Ton, Single Packaged R-410A Air Conditioner, Single Stage Cooling, 12.0 EER / 14.0 SEER, Single Stage Gas Aluminum Steel, 100 MBH Input, 208/230-3-60 • Dry Bulb Economizer and Hood (No Barometric Relief Damper) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511) • 1.5 HP Standard Static Belt Drive Blower • 1" Throwaway Filters • Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil • Galvanized Steel Drain Pan • Standard Access Doors
6		1RD0410	Barometric Relief Damper with Hood Kit (Downflow Unit or Duct Mounted)
6		1RC0434	Roof Curb - 14" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down)

Equipment start-up and commissioning by a factory trained technician is recommended.  
 Contact your supplying distributor or sales representative for additional information & guidance.



WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



## Small Sunline 3-6 Ton Package

Page: 3

York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

### Cooling Performance

Total gross capacity	50.8 MBH
Sensible gross capacity	36.7 MBH
Total net capacity	48.3 MBH
Sensible net capacity	34.2 MBH
Seasonal Efficiency (at ARI)	14.00 SEER
Efficiency (at ARI)	12.00 EER
Ambient DB temp.	95.0 °F
Entering DB temp.	80.0 °F
Entering WB temp.	67.0 °F
Leaving DB temp.	58.8 °F
Leaving WB temp.	56.9 °F
Power input (w/o blower)	3.49 kW
Sound power	80 dB(A)

### Refrigerant

Refrigerant type	R-410A
Sys1	5 lbs 6 oz

### Gas Heating Performance

Entering DB temp.	60 °F
Heating output capacity (Max)	100 MBH
Supply air	1600 CFM
Heating input capacity (Max)	125 MBH
Leaving DB temp.	117.9 °F
Air temp. rise	57.9 °F
SSE	80.0 %
Stages	1

### Supply Air Blower Performance

Supply air	1600 CFM
Ext. static pressure	0.6 IWG
Addl. Unit Losses (Options/Accessories)	0.11 IWG
Blower speed	1030 RPM
Max BHP of Motor (including service factor)	1.73 HP
Duct location	Bottom
Motor rating	1.50 HP
Actual required BHP	.80 HP
Power input	0.75 kW
Elevation	0 ft.
Drive type	BELT

### Electrical Data

Power supply	230-3-60
Unit min circuit ampacity	23.7 Amps
Unit max over-current protection	30 Amps

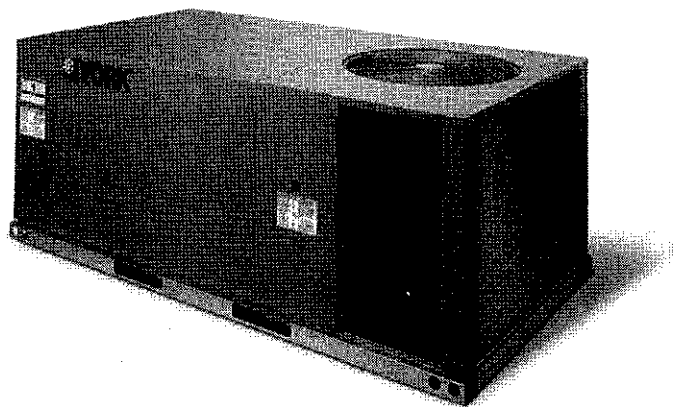
### Dimensions & Weight

Hgt	33 in.	Len	83 in.	Wth	45 in.
Weight with factory installed options	728 lbs.				

### Clearances

Right	24 in.	Front	32 in.	Rear	12 in.
Top	72 in.	Bottom	0 in.	Left	24 in.

Note: Please refer to the tech guide for listed maximum static pressures



### 4 Ton

- York Units are Manufactured at an ISO 9001 Registered Facility and Each Rooftop is Completely Computer-Run Tested Prior to Shipment.

### Unit Features

- Single Stage Gas Aluminum Steel
- Single Stage Cooling
- 125 MBH Input
- Unit Cabinet Constructed of Powder Painted Steel, Certified At 750 Hours Salt Spray Test (ASTM B-117 Standards)
- Either Supply and/or Return can be Field Converted from Vertical to Horizontal Configuration without Cutting Panels.
- Full Perimeter Base Rails with Built in Rigging Capabilities
- Scroll Compressor
- Dry Bulb Economizer and Hood (No Barometric Relief Damper) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
- 1.5 HP Standard Static Belt Drive Blower
- Solid Core Liquid Line Filter Driers
- Unit Ships with 1" Throwaway Filters
- Replacement Filters: 2 - (15" x 20" x 1" or 2") and 1 - (14" x 25" x 1" or 2"). Unit accepts 1" or 2" wide filters.
- Single Point Power Connection
- Through-the-Curb and Through-The-Base Utility Connections
- Short Circuit Current: 5kA RMS Symmetrical
- Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil
- Galvanized Steel Drain Pan
- Standard Access Doors

### Standard Unit Controller: Smart Equipment Control Board

- An Integrated Low-Ambient Control, Anti-Short Cycle Protection, Lead-Lag, Fan On and Fan off Delays, Low Voltage Protection, On-Board Diagnostic and Fault Code Display. Allows all units to operate in the cooling mode down to 0 °F outdoor ambient without additional components or intervention.
- Safety Monitoring - Monitors the High and Low-Pressure Switches, the Freezestats, the Gas Valve, if Applicable, and the Temperature Limit Switch on Gas and Electric Heat Units. The Unit Control Board will Alarm on Ignition Failures, Safety Lockouts and Repeated Limit Switch Trips.

### Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- Ten (10) Year Warranty - Aluminized Heat Exchanger





## Small Sunline 3-6 Ton Package

Page: 4

York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

### Factory Installed Options

**ZE048H12B2C1AAA1A2**

Equipment Options	Option(s) Selected	
Product Category:	<b>ZE</b>	Single Packaged R-410A Air Conditioner 12.0 EER / 14.0 SEER
Nominal Cooling Capacity:	<b>048</b>	4 Ton Single Stage Cooling
Heat Type and Nominal Heat Capacity:	<b>H12</b>	Single Stage Gas Aluminum Steel 125 MBH Input
Blower Option:	<b>B</b>	1.5 HP Standard Static Belt Drive Blower
Voltage:	<b>2</b>	208/230-3-60
Outside Air Option:	<b>C</b>	Dry Bulb Economizer and Hood (No Barometric Relief Damper) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
Service Options:	<b>1</b>	
Sensor Options:	<b>A</b>	
Refrigeration:	<b>A</b>	Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil
Additional Options:	<b>1</b>	1" Throwaway Filters
Cabinet Options:	<b>A</b>	Galvanized Steel Drain Pan Standard Access Doors

### Field Installed Accessories

- ☐ 1BD0401 - Burglar Bars (25.0 lbs)
- ☐ 1CG0401 - Coil Guard (11.0 lbs)
- ☐ 1CV0402 - Concentric Diffuser, Flush Mount, 18RD
- ☐ 1CV0411 - Concentric Diffuser, Side Discharge, 18RD (55.0 lbs)
- ☐ 1CV0419 - Concentric Diffuser, Specialty, 18X18
- ☐ 1FE0405 - Flue Extension Kit (25.0 lbs)
- ☐ 1GP0401 - Gas Piping Kit for Bottom Gas Supply Connection with External Shut-Off (includes: Internal gas pipe, fittings, gas cock & panel gaskets) (5.0 lbs)
- ☐ 1HG0401 - Hail Guard Kit (51.0 lbs)
- ☐ 1LN0406 - Low NOx Kit - Required to reduce the emission of nitrogen oxides below 40 nanograms per joule.
- ☐ 1NP0440 - Natural Gas to Propane Conversion Kit (1-Stage) (1.0 lbs)
- ☒ 1RC0434 - Roof Curb - 14" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (86.0 lbs)
- ☐ 1RC0442 - Roof Curb - 12" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (78.0 lbs)
- ☐ 1RC0465 - Roof Curb - 8" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (67.0 lbs)
- ☒ 1RD0410 - Barometric Relief Damper with Hood Kit (Downflow Unit or Duct Mounted) (6.0 lbs)
- ☐ 1WC0411 - Wooden Crate for extra protection during shipping and handling (302.0 lbs)
- ☐ 2AP0402 - Air Proving Switch (1.0 lbs)
- ☐ 2AQ04700524 - CO<sup>2</sup> Space Sensor - Wall Mount Accessory (5.0 lbs)
- ☐ 2AQ04700624 - CO<sup>2</sup> Unit Mount Accessory (4.6 lbs)
- ☐ 2DF0403 - Dirty Filter Switch (1.0 lbs)
- ☐ 2EC0401 - Kit, Single Enthalpy Field Installed (1.0 lbs)
- ☐ 2EC0402 - Kit, Dual Enthalpy Field Installed (Includes two humidity sensors) (1.0 lbs)



## Small Sunline 3-6 Ton Package

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York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

- 2EC04700924 - Dual Enthalpy Control (For Use with Honeywell 7212 Model Actuators Only) (1.0 lbs)
- 2LA04700100 - Electronic Low Ambient Controller Kit - Regulates condenser head pressure at low ambient temperatures by varying amount of airflow through condenser. Must also use 024-24110-713 or 024-24110-714 (3.0 lbs)
- 2PE04703725 - Power Exhaust Kit for 208/230-1/230-3-60 Voltage (65.0 lbs)
- 2SD04701724 - Smoke Detector Kit w/ Mounting Hardware for Supply or Return Air (Horizontal/Downflow) (16.5 lbs)
- S1-03102529000 - Non-Networking Wall Sensor - Allows remote sensing and control from single or multiple zones. (0.2 lbs)
- S1-03102529004 - Non-Networking Wall Sensor with Over-ride button - Allows remote sensing and control from single or multiple zones. Override allows setpoint to be overridden for 2 hour time period. (0.2 lbs)
- S1-03102529006 - Non-Networking Wall Sensor with Setpoint Adjustment and Over-ride Button - Allows remote sensing and control from single or multiple zones. Allows setpoint to be adjusted  $\pm 5^{\circ}$  F. Override allows setpoint to be overridden for 2 hour time period. (0.2 lbs)
- S1-ADDWIRE - Add-a-Wire allows 5-wire thermostats to use only 4 wires. (0.3 lbs)
- S1-CTSDTS - CTS Wired Temperature Sensor for thermostat | Duct \*Also works for LX Series (0.3 lbs)
- S1-CTSHTS - CTS Hardwired Temperature Sensor for CTS Thermostats \*Works with LX series as well (0.2 lbs)
- S1-CTSPLATE - Wall Plate for CTS Thermostats \*Also works for new platform LX series models below (0.0 lbs)
- S1-CTSWFTS - CTS Temperature Sensor with WiFi for CTS Thermostats \*Also works with LX Series (0.1 lbs)
- S1-LXLOCK - Locking Ring For LX-Series Thermostats (0.4 lbs)
- S1-LXPLATE - Wall Plate For LX-Series Thermostats (0.0 lbs)
- S1-LXWFM - For LX Series Thermostats - WiFi Communication (1.0 lbs)
- S1-MP-PRTKIT-0P - MAP (Multiple Access Portal) Gateway Kit- Replacement MAP gateway protective case, lanyard and communication cable. Use only to replace worn or damaged components. (0.3 lbs)
- S1-NSB8BHN041-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, No Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN043-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, No Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN141-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Warmer/Cooler Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN143-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Warmer/Cooler Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN240-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN241-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN243-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BPN240-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BPN241-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BPN243-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN041-0 - Wall Temperature Sensor, No Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN043-0 - Wall Temperature Sensor, No Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN141-0 - Wall Temperature Sensor, Warmer/Cooler Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN143-0 - Wall Temperature Sensor, Warmer/Cooler Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN240-0 - Wall Temperature Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN241-0 - Wall Temperature Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN243-0 - Wall Temperature Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-SE-COM1001-0 - Field Installed Communication Card for Simplicity SE control. Can be field configurable for BACnet, N2 or ModBUS MSTP (0.0 lbs)
- S1-TBSU305-Y - York Branded LX Series | 3" LCD Display | 3/4 Stage Heating | 2 Stage Cooling | (5+1+1) 7-day Programmable (1.0 lbs)
- S1-TEC3012-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)



## Small Sunline 3-6 Ton Package

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York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

- ☐ S1-TEC3012-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3013-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3013-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3022-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3022-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3023-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3023-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3030-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3030-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, AND FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3031-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3031-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3612-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3612-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, NO LOGO (1.0 lbs)
- ☐ S1-TEC3613-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3613-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3622-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3622-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3623-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3623-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3630-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3630-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3631-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)



## Small Sunline 3-6 Ton Package

Page: 7

York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

- ☐ S1-TEC3631-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-YK-MAP1810-0P - MAP (Multiple Access Portal) Gateway- For use with SimplicitySE Control. (0.2 lbs)
- ☐ S1-YK-MAP1810-0S - Stationary MAP Gateway (Includes MAP Gateway, Field Bus Adapter, Mounting Bracket and 100 to 240 VAC Power Supply). US-compatible counties. (1.9 lbs)



# Small Sunline 3-6 Ton Package

York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID -  
CITY OF WATERBURY

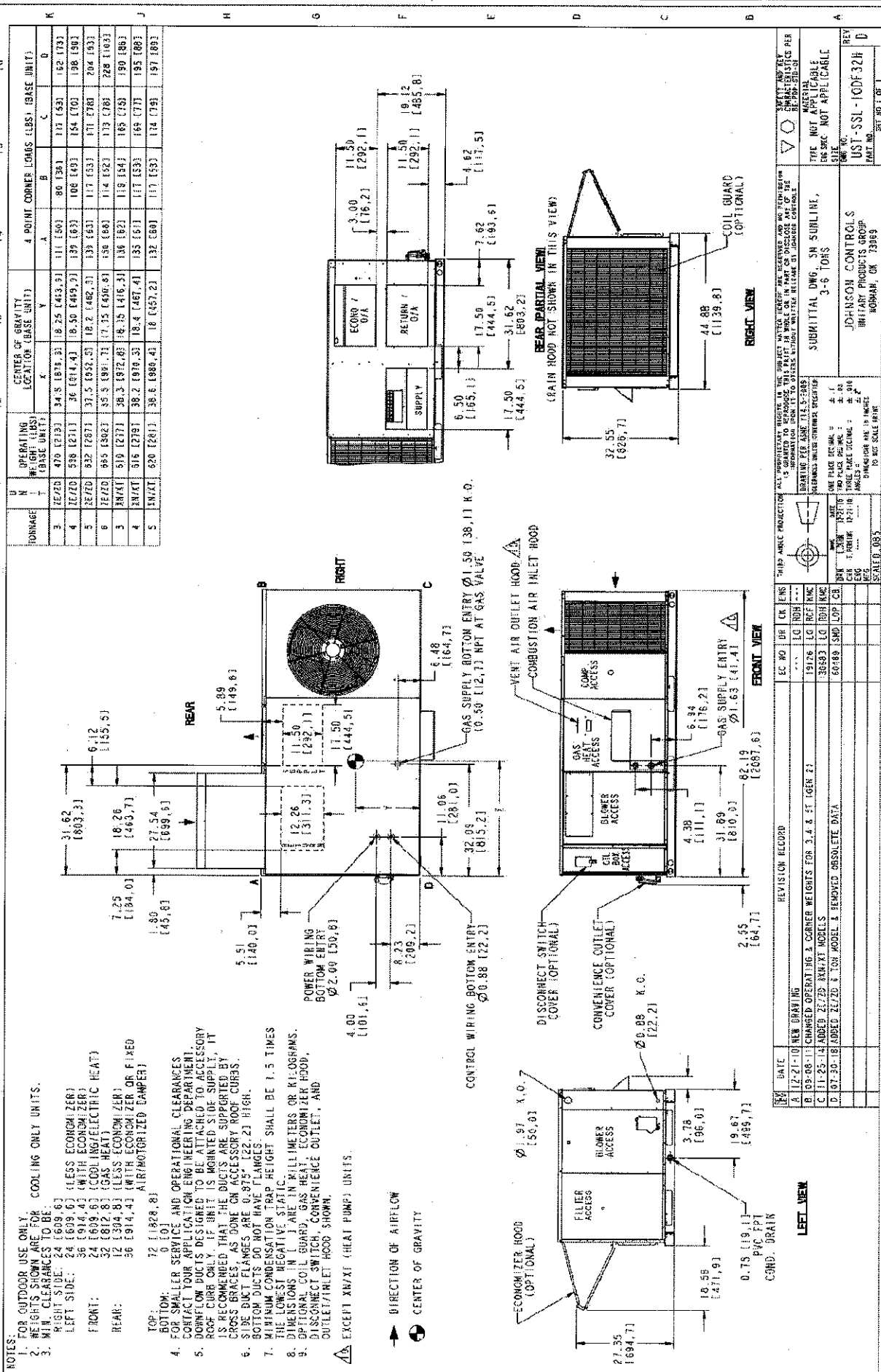
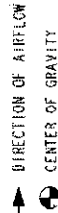
Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

## Consolidated Drawing

- NOTES:
1. FOR OUTDOOR USE ONLY. COOLING ONLY UNITS.
  2. HEIGHTS SHOWN ARE FOR: RIGHT SIDE: 24 [609.6] (LESS ECONOMIZER) LEFT SIDE: 24 [609.6] (WITH ECONOMIZER) FRONT: 24 [609.6] (COOLING/ELECTRIC HEAT) REAR: 12 [304.8] (GAS HEAT) 12 [304.8] (LESS ECONOMIZER) 36 [914.4] (WITH ECONOMIZER OR FIXED AIR/MOTORIZED DAMPER) TOP: 72 [1828.8] BOTTOM: 0 [0]
  3. FOR SMALLER SERVICE AND OPERATIONAL CLEARANCES, CONTACT YOUR APPLICATION ENGINEERING DEPARTMENT.
  4. DOWNFLOW DUCTS DESIGNED TO BE ATTACHED TO ACCESSORY ROOF CURB ONLY. IF UNIT IS MOUNTED SIDE SUPPLY, IT IS RECOMMENDED THAT THE DUCTS ARE SUPPORTED BY CROSS BRACES, AS SHOWN ON ACCESSORY ROOF CURBS.
  5. SIDE DUCT FLANGES ARE 0.975" [22.2] HIGH.
  6. BOTTOM DUCTS DO NOT HAVE FLANGES.
  7. MINIMUM CONDENSATION TRAP HEIGHT SHALL BE 1.5 TIMES THE LOWEST NEGATIVE STATIC.
  8. DIMENSIONS IN [ ] ARE IN MILLIMETERS OR KILOGRAMS.
  9. OPTIONAL COIL GUARD, GAS HEAT, ECONOMIZER HOOD, DISCONNECT SWITCH, CONVENIENCE OUTLET, AND OUTLET/INLET HOOD SHOWN.
  10. EXCEPT NX/XT (HEAT PUMP) UNITS.



Project Name: **WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY**

Unit Model #: **ZE048H12B2C1AAA1A2**

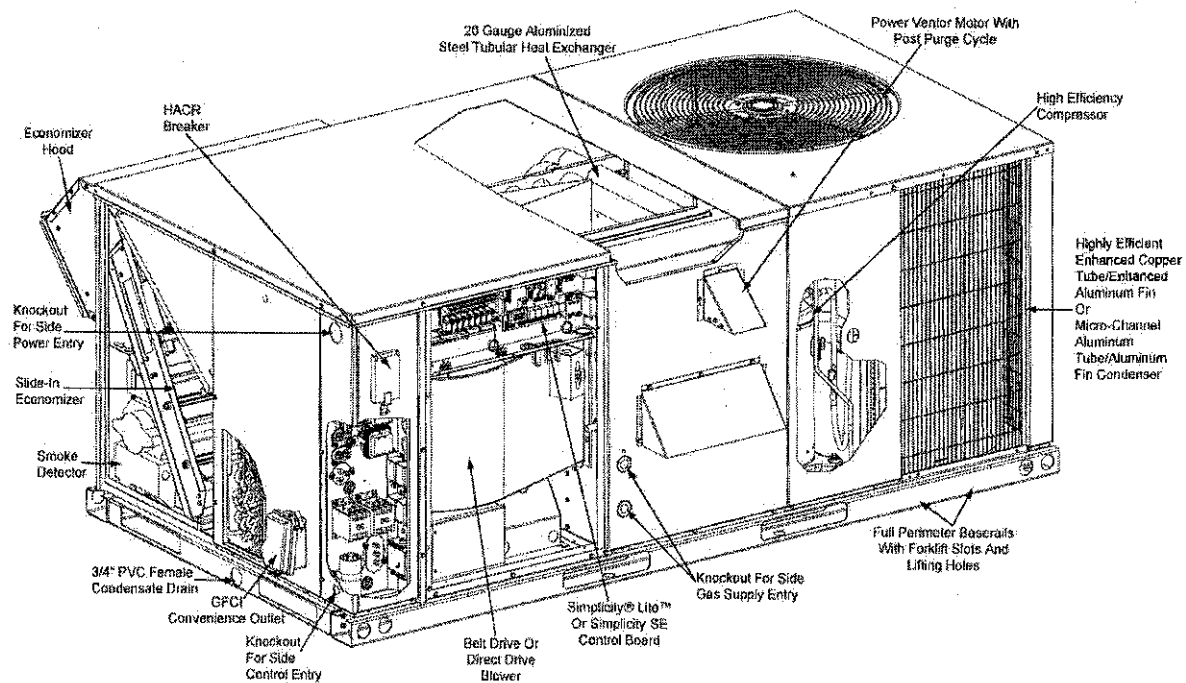
Quantity: **25**

System: **ZE048H12B2C1AAA1A2**

### Component Location

### Component Location

#### Gas/Electric



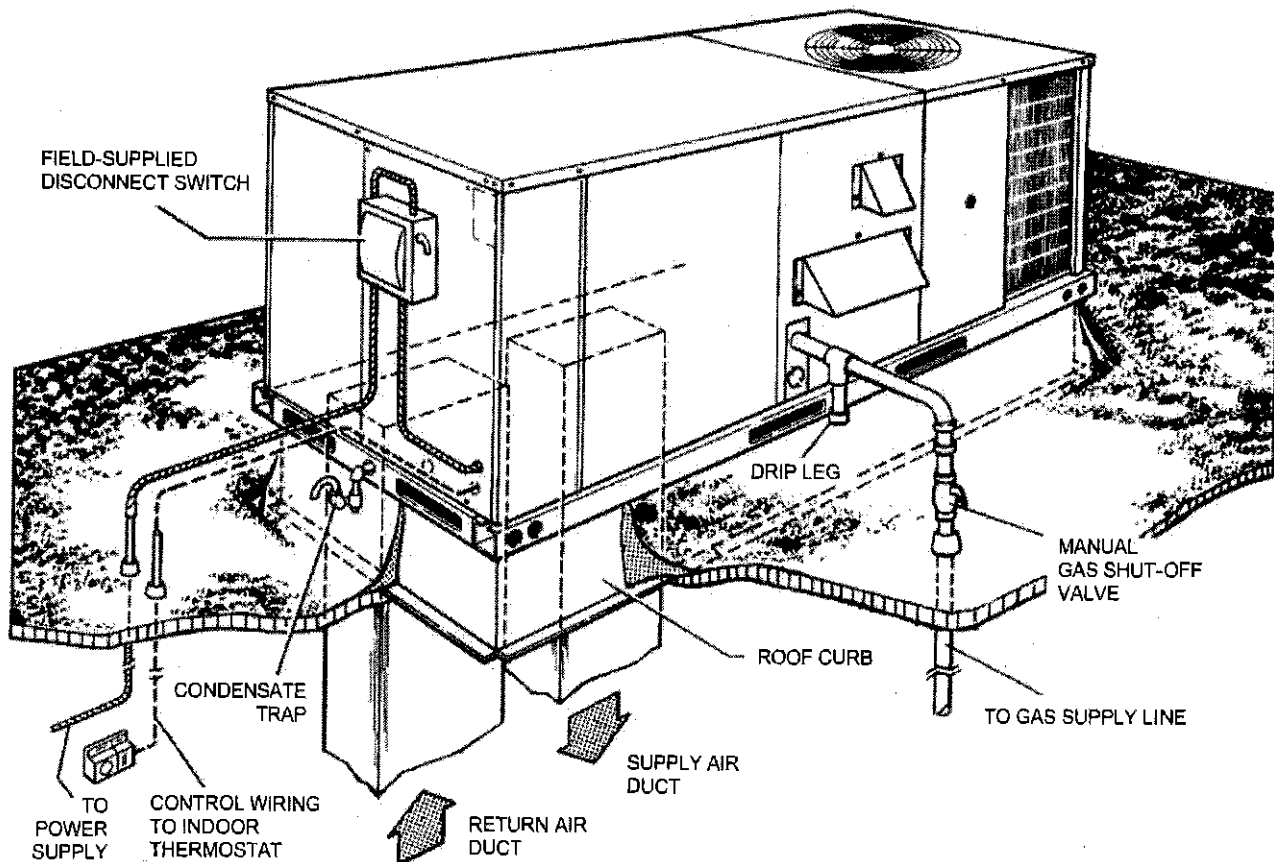
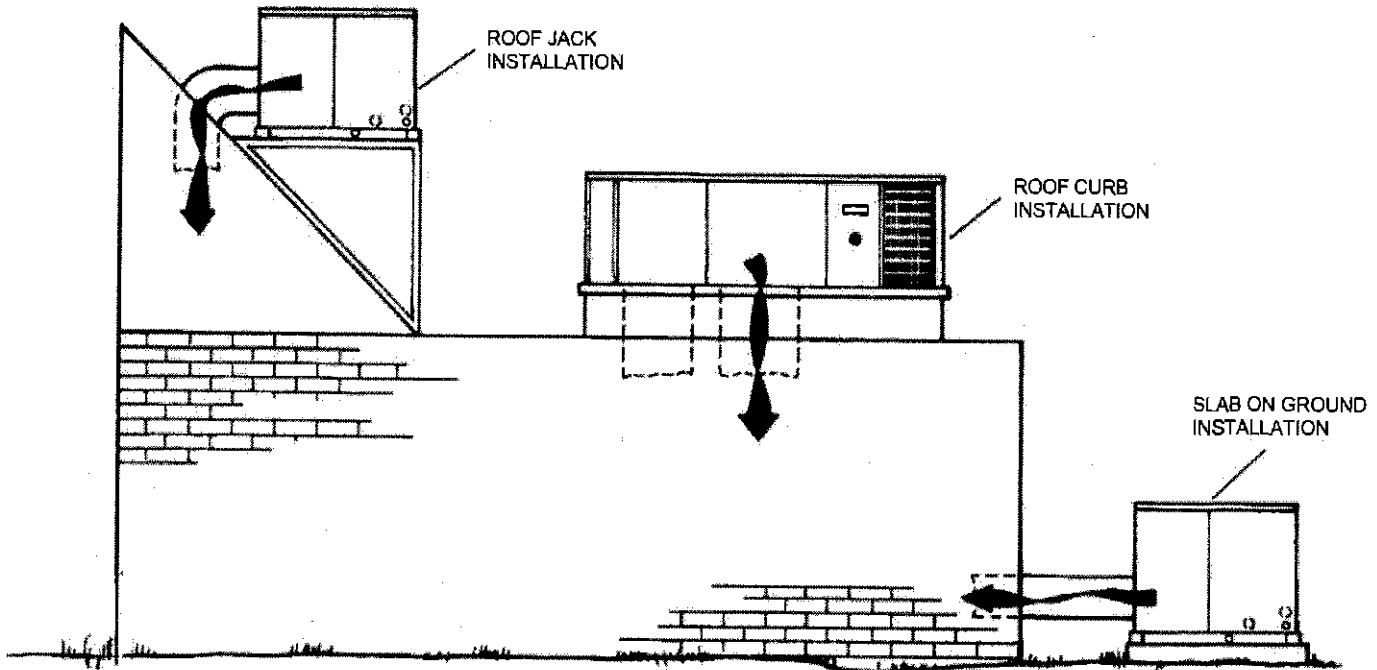
Project Name: WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

#### Typical Application



Project Name: **WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY**

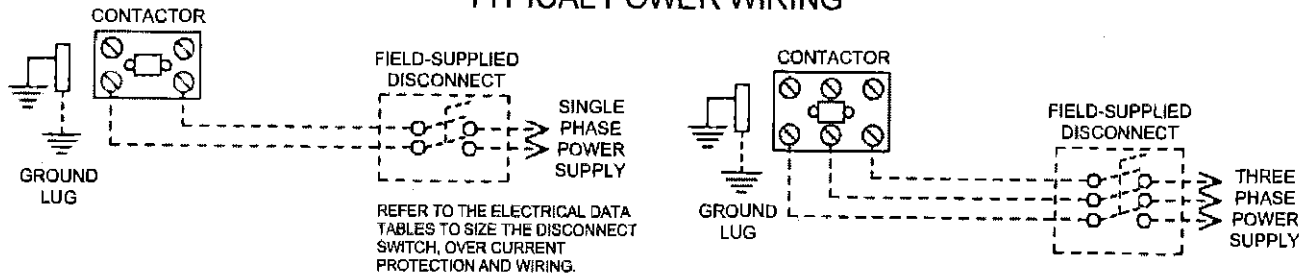
Unit Model #: **ZE048H12B2C1AAA1A2**

Quantity: **25**

System: **ZE048H12B2C1AAA1A2**

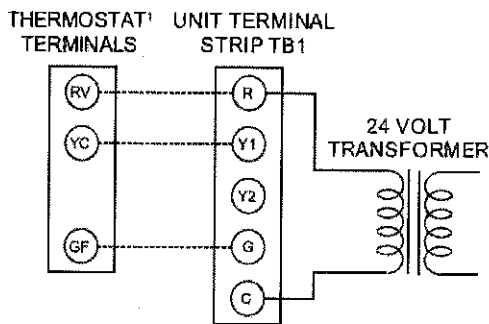
#### Typical Field Power and Control Wiring

#### TYPICAL POWER WIRING



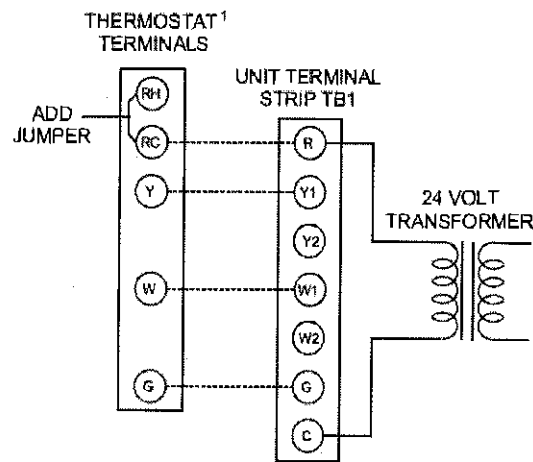
#### TYPICAL COOL/HEAT CONTROL WIRING

##### COOLING ONLY (24 VOLT THERMOSTAT)

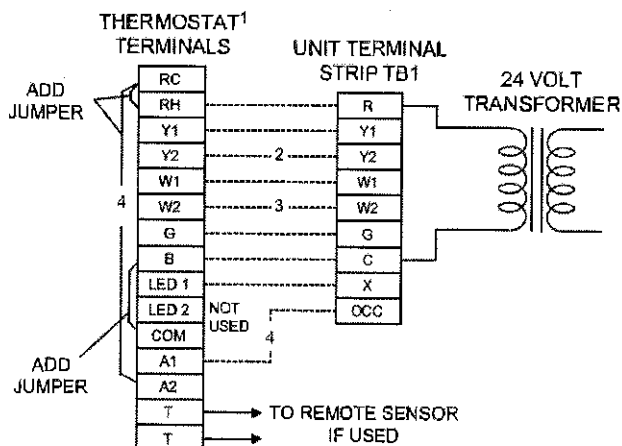


<sup>1</sup>24 VOLT THERMOSTAT. TO CONTROL THE ECONOMIZER ON SECOND STAGE COOLING, USE A 2 STAGE COOLING THERMOSTAT.

##### COOLING / HEATING (24 VOLT THERMOSTAT)



##### COOLING / HEATING (ELECTRONIC THERMOSTAT) MULTI STAGE



<sup>1</sup> ELECTRONIC PROGRAMMABLE THERMOSTAT TYPICAL.

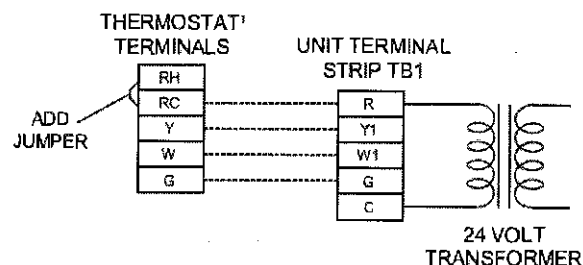
<sup>2</sup> SECOND STAGE COOLING IS NOT REQUIRED ON UNITS LESS ECONOMIZER.

<sup>3</sup> SECOND STAGE HEATING IS ONLY REQUIRED ON UNITS WITH A TWO STAGE ELECTRIC HEATER OR 2 STAGE GAS HEAT.

<sup>4</sup> REMOVE JUMPER J2 FROM TERMINALS 4 AND 9 ON JUMPER PLUG CONNECTOR P6 ON UNITS WITH ECONOMIZER. TERMINALS A1 AND A2 PROVIDE A RELAY OUTPUT TO CLOSE THE OUTDOOR ECONOMIZER DAMPERS WHEN THE THERMOSTAT SWITCHES TO THE SET-BACK POSITION.

<sup>1</sup>24 VOLT THERMOSTAT. TO CONTROL THE ECONOMIZER ON THE SECOND STAGE COOLING OR TO HAVE AN ELECTRIC HEAT ACCESSORY WITH TWO STAGES OF HEAT, USE A 2 STAGE COOL AND HEAT THERMOSTAT.

##### COOLING / HEATING (ELECTRONIC THERMOSTAT) SINGLE STAGE



<sup>1</sup> ELECTRONIC PROGRAMMABLE THERMOSTAT TYPICAL. TO CONTROL THE ECONOMIZER ON SECOND STAGE COOLING, USE A 2 STAGE COOL AND HEAT THERMOSTAT.

## Package

### York Single Package R-410A Air Conditioner

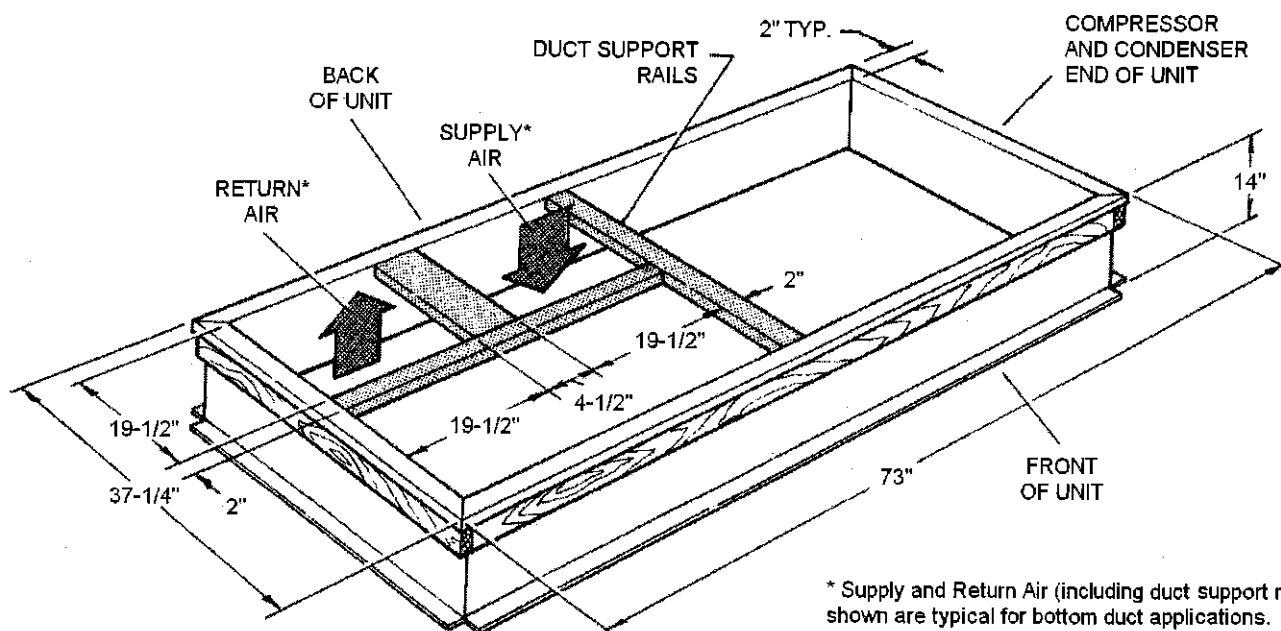
**Project Name: WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY**

Unit Model #: ZE048H12B2C1AAA1A2

Quantity: 25

System: ZE048H12B2C1AAA1A2

**1RC0434 Roof Curb**



**DUCT SIZES:**  
Supply Air = 19" x 19"  
Return Air = 19" x 19"

\* Supply and Return Air (including duct support rails) shown are typical for bottom duct applications.

For location of horizontal duct applications (on back of unit), refer to Unit Dimensions details.

### 1RC0434 Roof Curb Dimensions



## Small Sunline 3-6 Ton Package

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York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

### Cooling Performance

Total gross capacity	36.9 MBH
Sensible gross capacity	27.1 MBH
Total net capacity	35.1 MBH
Sensible net capacity	25.3 MBH
Seasonal Efficiency (at ARI)	14.00 SEER
Efficiency (at ARI)	12.00 EER
Ambient DB temp.	95.0 °F
Entering DB temp.	80.0 °F
Entering WB temp.	67.0 °F
Leaving DB temp.	59.1 °F
Leaving WB temp.	57.3 °F
Power input (w/o blower)	2.51 kW
Sound power	81 dB(A)

### Refrigerant

Refrigerant type	R-410A
Sys1	4 lbs 4 oz

### Gas Heating Performance

Entering DB temp.	60 °F
Heating output capacity (Max)	80 MBH
Supply air	1200 CFM
Heating input capacity (Max)	100 MBH
Leaving DB temp.	121.7 °F
Air temp. rise	61.7 °F
SSE	80.0 %
Stages	1

### Supply Air Blower Performance

Supply air	1200 CFM
Ext. static pressure	0.6 IWG
Addl. Unit Losses (Options/Accessories)	0.08 IWG
Blower speed	918 RPM
Max BHP of Motor (including service factor)	1.73 HP
Duct location	Bottom
Motor rating	1.50 HP
Actual required BHP	.57 HP
Power input	0.54 kW
Elevation	0 ft.
Drive type	BELT

### Electrical Data

Power supply	230-3-60
Unit min circuit ampacity	19.6 Amps
Unit max over-current protection	25 Amps

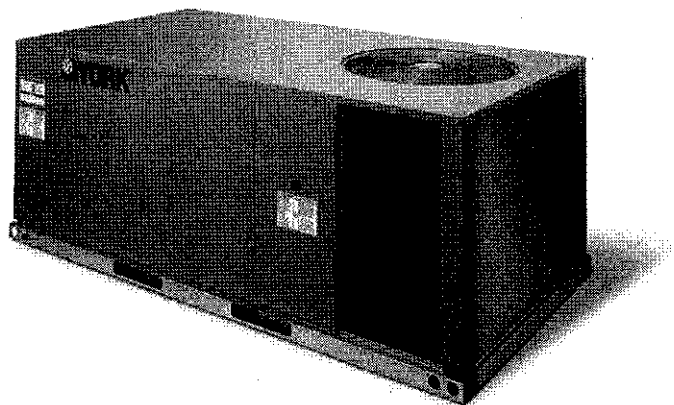
### Dimensions & Weight

Hgt	33 in.	Len	83 in.	Wth	45 in.
Weight with factory installed options	590 lbs.				

### Clearances

Right	24 in.	Front	32 in.	Rear	12 in.
Top	72 in.	Bottom	0 in.	Left	24 in.

Note: Please refer to the tech guide for listed maximum static pressures



### 3 Ton

- York Units are Manufactured at an ISO 9001 Registered Facility and Each Rooftop is Completely Computer-Run Tested Prior to Shipment.

### Unit Features

- Single Stage Gas Aluminum Steel
- Single Stage Cooling
- 100 MBH Input
- Unit Cabinet Constructed of Powder Painted Steel, Certified At 750 Hours Salt Spray Test (ASTM B-117 Standards)
- Either Supply and/or Return can be Field Converted from Vertical to Horizontal Configuration without Cutting Panels.
- Full Perimeter Base Rails with Built in Rigging Capabilities
- Scroll Compressor
- Dry Bulb Economizer and Hood (No Barometric Relief Damper) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
- 1.5 HP Standard Static Belt Drive Blower
- Solid Core Liquid Line Filter Driers
- Unit Ships with 1" Throwaway Filters
- Replacement Filters: 2 - (15" x 20" x 1" or 2") and 1 - (14" x 25" x 1" or 2"). Unit accepts 1" or 2" wide filters.
- Single Point Power Connection
- Through-the-Curb and Through-The-Base Utility Connections
- Short Circuit Current: 5kA RMS Symmetrical
- Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil
- Galvanized Steel Drain Pan
- Standard Access Doors

### Standard Unit Controller: Smart Equipment Control Board

- An Integrated Low-Ambient Control, Anti-Short Cycle Protection, Lead-Lag, Fan On and Fan off Delays, Low Voltage Protection, On-Board Diagnostic and Fault Code Display. Allows all units to operate in the cooling mode down to 0 °F outdoor ambient without additional components or intervention.
- Safety Monitoring - Monitors the High and Low-Pressure Switches, the Freezestats, the Gas Valve, if Applicable, and the Temperature Limit Switch on Gas and Electric Heat Units. The Unit Control Board will Alarm on Ignition Failures, Safety Lockouts and Repeated Limit Switch Trips.

### Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- Ten (10) Year Warranty - Aluminized Heat Exchanger



## Small Sunline 3-6 Ton Package

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York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

### Factory Installed Options

**ZE036H10B2C1AAA1A2**

Equipment Options	Option(s) Selected	
Product Category:	<b>ZE</b>	Single Packaged R-410A Air Conditioner 12.0 EER / 14.0 SEER
Nominal Cooling Capacity:	<b>036</b>	3 Ton Single Stage Cooling
Heat Type and Nominal Heat Capacity:	<b>H10</b>	Single Stage Gas Aluminum Steel 100 MBH Input
Blower Option:	<b>B</b>	1.5 HP Standard Static Belt Drive Blower
Voltage:	<b>2</b>	208/230-3-60
Outside Air Option:	<b>C</b>	Dry Bulb Economizer and Hood (No Barometric Relief Damper) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
Service Options:	<b>1</b>	
Sensor Options:	<b>A</b>	
Refrigeration:	<b>A</b>	Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil
Additional Options:	<b>1</b>	1" Throwaway Filters
Cabinet Options:	<b>A</b>	Galvanized Steel Drain Pan Standard Access Doors

### Field Installed Accessories

- ☐ 1BD0401 - Burglar Bars (25.0 lbs)
- ☐ 1CG0401 - Coil Guard (11.0 lbs)
- ☐ 1CV0402 - Concentric Diffuser, Flush Mount, 18RD
- ☐ 1CV0411 - Concentric Diffuser, Side Discharge, 18RD (55.0 lbs)
- ☐ 1CV0419 - Concentric Diffuser, Specialty, 18X18
- ☐ 1FE0405 - Flue Extension Kit (25.0 lbs)
- ☐ 1GP0401 - Gas Piping Kit for Bottom Gas Supply Connection with External Shut-Off (includes: Internal gas pipe, fittings, gas cock & panel gaskets) (5.0 lbs)
- ☐ 1HG0401 - Hail Guard Kit (51.0 lbs)
- ☐ 1LN0406 - Low NOx Kit - Required to reduce the emission of nitrogen oxides below 40 nanograms per joule.
- ☐ 1NP0440 - Natural Gas to Propane Conversion Kit (1-Stage) (1.0 lbs)
- ☒ 1RC0434 - Roof Curb - 14" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (86.0 lbs)
- ☐ 1RC0442 - Roof Curb - 12" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (78.0 lbs)
- ☐ 1RC0465 - Roof Curb - 8" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (67.0 lbs)
- ☒ 1RD0410 - Barometric Relief Damper with Hood Kit (Downflow Unit or Duct Mounted) (6.0 lbs)
- ☐ 1WC0411 - Wooden Crate for extra protection during shipping and handling (302.0 lbs)
- ☐ 2AP0402 - Air Proving Switch (1.0 lbs)
- ☐ 2AQ04700524 - CO<sup>2</sup> Space Sensor - Wall Mount Accessory (5.0 lbs)
- ☐ 2AQ04700624 - CO<sup>2</sup> Unit Mount Accessory (4.6 lbs)
- ☐ 2DF0403 - Dirty Filter Switch (1.0 lbs)
- ☐ 2EC0401 - Kit, Single Enthalpy Field Installed (1.0 lbs)
- ☐ 2EC0402 - Kit, Dual Enthalpy Field Installed (Includes two humidity sensors) (1.0 lbs)



## Small Sunline 3-6 Ton Package

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York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

- 2EC04700924 - Dual Enthalpy Control (For Use with Honeywell 7212 Model Actuators Only) (1.0 lbs)
- 2LA04700100 - Electronic Low Ambient Controller Kit - Regulates condenser head pressure at low ambient temperatures by varying amount of airflow through condenser. Must also use 024-24110-713 or 024-24110-714 (3.0 lbs)
- 2PE04703725 - Power Exhaust Kit for 208/230-1/230-3-60 Voltage (65.0 lbs)
- 2SD04701724 - Smoke Detector Kit w/ Mounting Hardware for Supply or Return Air (Horizontal/Downflow) (16.5 lbs)
- S1-03102529000 - Non-Networking Wall Sensor - Allows remote sensing and control from single or multiple zones. (0.2 lbs)
- S1-03102529004 - Non-Networking Wall Sensor with Over-ride button - Allows remote sensing and control from single or multiple zones. Override allows setpoint to be overridden for 2 hour time period. (0.2 lbs)
- S1-03102529006 - Non-Networking Wall Sensor with Setpoint Adjustment and Over-ride Button - Allows remote sensing and control from single or multiple zones. Allows setpoint to be adjusted  $\pm 5^{\circ}$  F. Override allows setpoint to be overridden for 2 hour time period. (0.2 lbs)
- S1-ADDWIRE - Add-a-Wire allows 5-wire thermostats to use only 4 wires. (0.3 lbs)
- S1-CTSDTS - CTS Wired Temperature Sensor for thermostat | Duct \*Also works for LX Series (0.3 lbs)
- S1-CTSHTS - CTS Hardwired Temperature Sensor for CTS Thermostats \*Works with LX series as well (0.2 lbs)
- S1-CTSPLATE - Wall Plate for CTS Thermostats \*Also works for new platform LX series models below (0.0 lbs)
- S1-CTSWFTS - CTS Temperature Sensor with WiFi for CTS Thermostats \*Also works with LX Series (0.1 lbs)
- S1-LXLOCK - Locking Ring For LX-Series Thermostats (0.4 lbs)
- S1-LXPLATE - Wall Plate For LX-Series Thermostats (0.0 lbs)
- S1-LXWFM - For LX Series Thermostats - WiFi Communication (1.0 lbs)
- S1-MP-PRTKIT-0P - MAP (Multiple Access Portal) Gateway Kit- Replacement MAP gateway protective case, lanyard and communication cable. Use only to replace worn or damaged components. (0.3 lbs)
- S1-NSB8BHN041-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, No Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN043-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, No Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN141-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Warmer/Cooler Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN143-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Warmer/Cooler Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN240-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN241-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BHN243-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BPN240-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BPN241-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BPN243-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN041-0 - Wall Temperature Sensor, No Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN043-0 - Wall Temperature Sensor, No Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN141-0 - Wall Temperature Sensor, Warmer/Cooler Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN143-0 - Wall Temperature Sensor, Warmer/Cooler Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN240-0 - Wall Temperature Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN241-0 - Wall Temperature Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-NSB8BTN243-0 - Wall Temperature Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- S1-SE-COM1001-0 - Field Installed Communication Card for Simplicity SE control. Can be field configurable for BACnet, N2 or ModBUS MSTP (0.0 lbs)
- S1-TBSU305-Y - York Branded LX Series | 3" LCD Display | 3/4 Stage Heating | 2 Stage Cooling | (5+1+1) 7-day Programmable (1.0 lbs)
- S1-TEC3012-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/AV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)



## Small Sunline 3-6 Ton Package

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York Single Package R-410A Air Conditioner

Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

- ☐ S1-TEC3012-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3013-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3013-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3022-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3022-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3023-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3023-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3030-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3030-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, AND FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3031-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3031-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3612-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3612-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, DEHUMID, FULL COLOR, WHITE, NO LOGO (1.0 lbs)
- ☐ S1-TEC3613-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3613-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, ON/OFF OR FLOATING, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3622-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3622-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3623-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3623-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, FCU/VAV, 0-10VDC PROP, OCC & DEHUMID, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3630-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ☐ S1-TEC3630-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ☐ S1-TEC3631-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)



## Small Sunline 3-6 Ton Package

Page: 17

York Single Package R-410A Air Conditioner

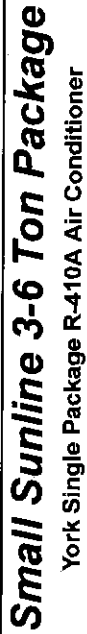
Project Name: WATERBURY COMMERCIAL BID - CITY OF WATERBURY

Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

- ☐ S1-TEC3631-16-000 - 7 DAY  
PROGRAMMABLE  
THERMOSTAT, OPTIONAL MSTP  
OR N2 COMMUNICATION,  
RTU/HEAT PUMP WITH ECON,  
OCC SENSOR, FULL COLOR,  
WHITE, NO LOGO (0.8 lbs)
- ☐ S1-YK-MAP1810-0P - MAP  
(Multiple Access Portal) Gateway-  
For use with SimplicitySE Control.  
(0.2 lbs)
- ☐ S1-YK-MAP1810-0S - Stationary  
MAP Gateway (Includes MAP  
Gateway, Field Bus Adapter,  
Mounting Bracket and 100 to 240  
VAC Power Supply). US-  
compatible counties. (1.9 lbs)



Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

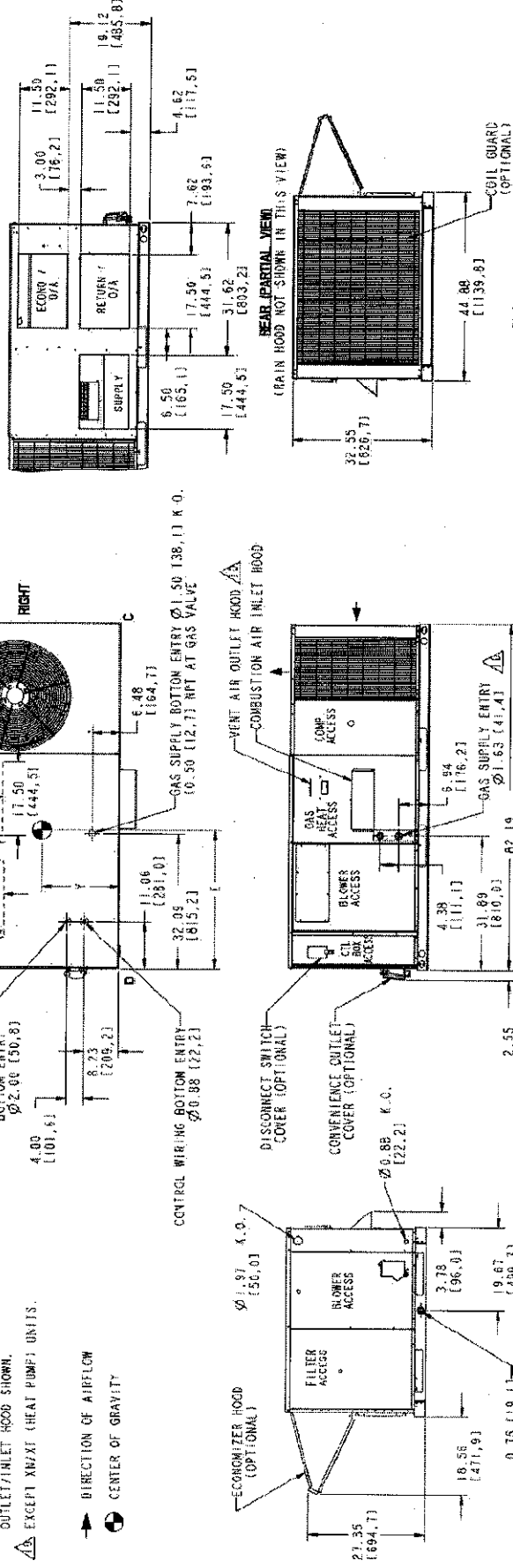
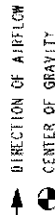
## NOTES.

FOR OUTDOOR USE ONLY  
EIGHTS SHOWN ARE FOR  
CLEARANCE TO BE  
RIGHT SIDE: 24 1609 67  
LEFT SIDE: 24 1609 67  
FRONT: 36 1914 41  
REAR: 36 1914 41  
(LESS ECONOMIZER)  
(WITH ECONOMIZER)  
(LESS ELECTRIC HEAT)  
(WITH ELECTRIC HEAT)  
(LESS ECONOMIZER)  
(WITH ECONOMIZER)  
(AIR MOTORIZING EMPIER)

TOP: 72 (1822.81)  
BOTTOM: 0 (0)

4. FOR SMALLER SERVICE AND OPERATIONAL CLEARANCES, CONTACT YOUR APPLICATION ENGINEERING DEPARTMENT.
5. DOWNFLOW DUCTS DESIGNED TO BE ATTACHED TO ACCESSORY ROOF CURB ONLY. IF UNIT IS MOUNTED SIDE SUPPLY, IT IS RECOMMENDED THAT THE DUCTS ARE SUPPORTED BY CROSS BRACES. AS DONE ON ACCESSORY ROOF CURBS.
6. SIDE DUCT FLANGES ARE 0.875" (22.2) HIGH. BOTTOM DUCTS DO NOT HAVE FLANGES.
7. MINIMUM CONDENSATION TRAP HEIGHT SHALL BE 1.5 TIMES THE LOWEST NEGATIVE STATIC.
8. DIMENSIONS IN 1 ARE IN MILLIMETERS OR KILOGRAMS.
9. OPTIONAL COIL GUARD GAS HEAT ECONOMIZER HOOD, DISCONNECT SWITCH CONVENIENCE OUTLET, AND OUTLET/INLET HOOD SHOWN.

△ EXCEPT XE/XET (HEAT PUMP) UNITS.

[illegible]

Information is subject to change without notice. Check local codes.

Project Name: **WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY**

Unit Model #: **ZE036H10B2C1AAA1A2**

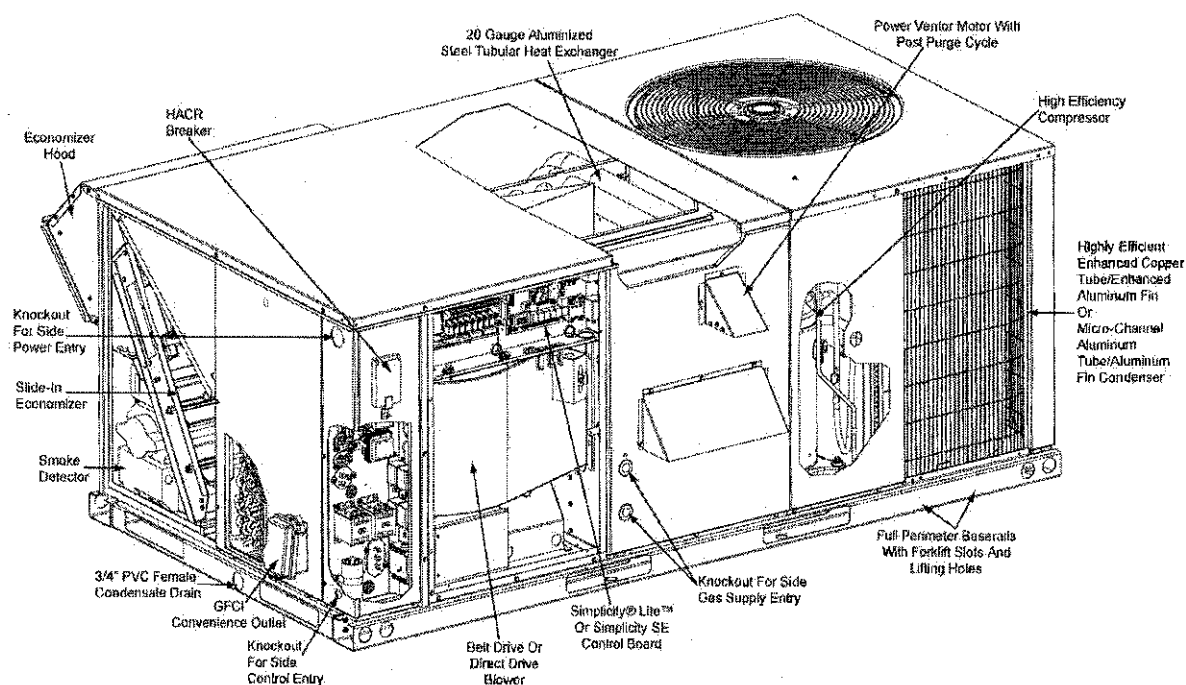
Quantity: **6**

System: **ZE036H10B2C1AAA1A2**

### Component Location

### Component Location

#### Gas/Electric



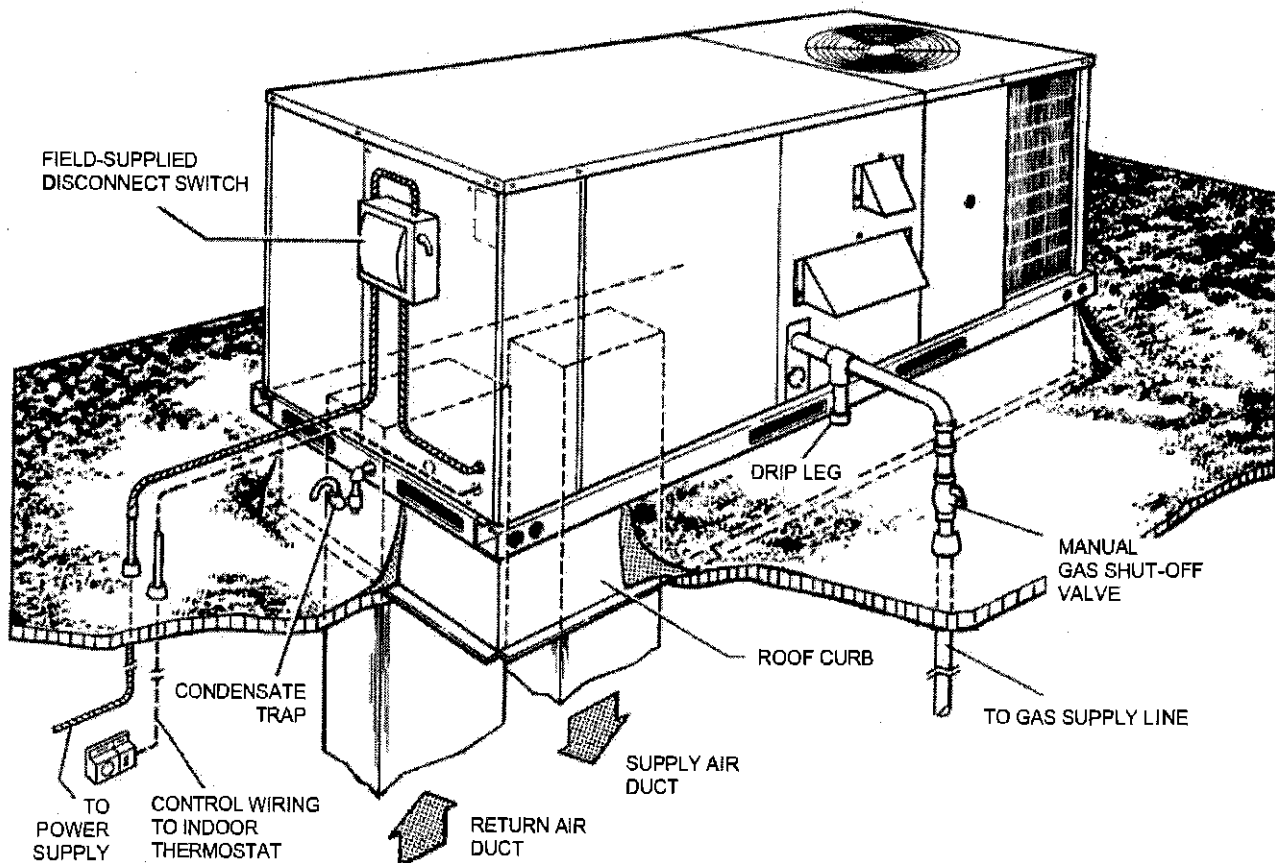
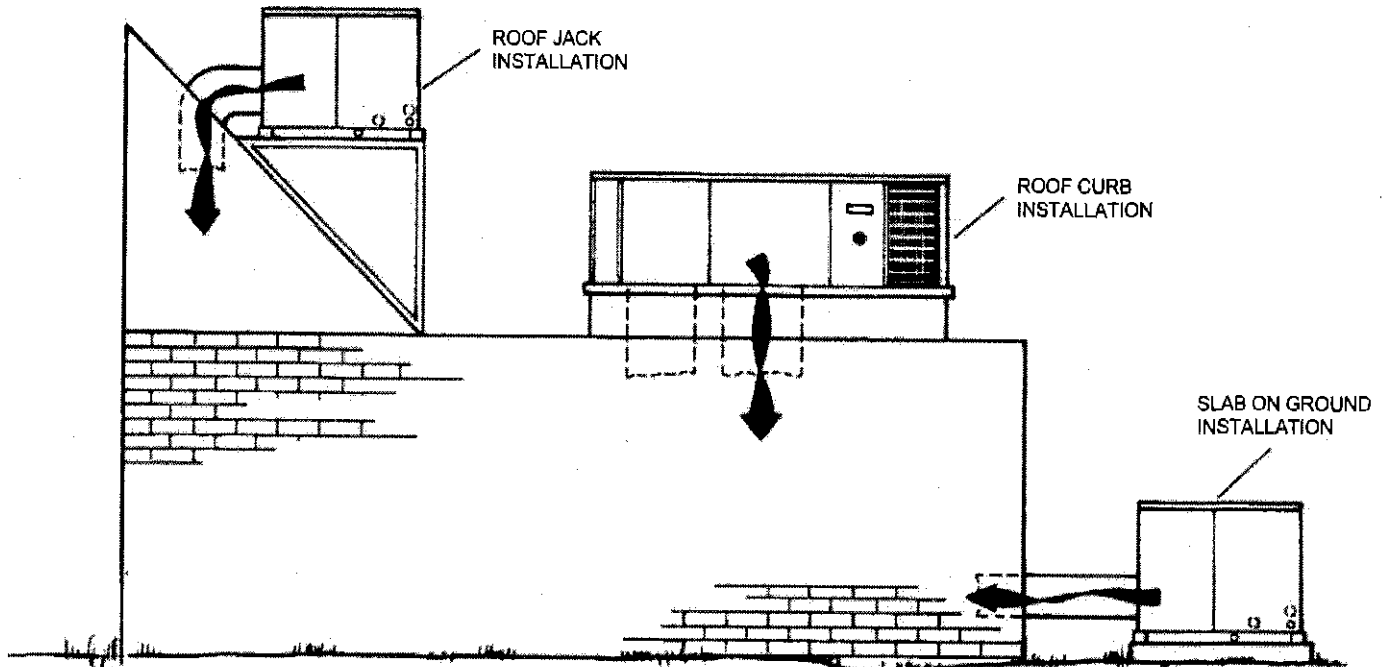
Project Name: **WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY**

Unit Model #: **ZE036H10B2C1AAA1A2**

Quantity: **6**

System: **ZE036H10B2C1AAA1A2**

#### Typical Application



Project Name: **WATERBURY**  
**COMMERCIAL BID - CITY OF**  
**WATERBURY**

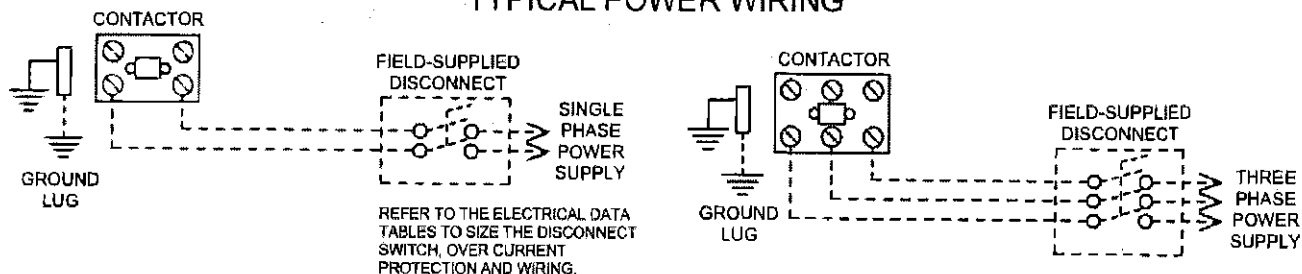
Unit Model #: **ZE036H10B2C1AAA1A2**

Quantity: **6**

System: **ZE036H10B2C1AAA1A2**

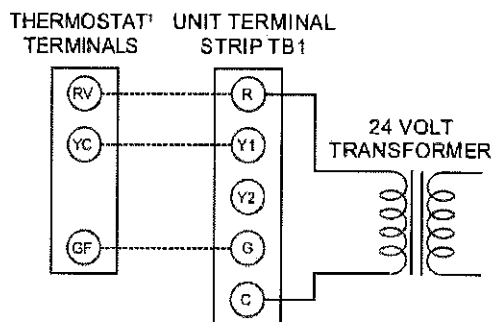
#### Typical Field Power and Control Wiring

#### TYPICAL POWER WIRING



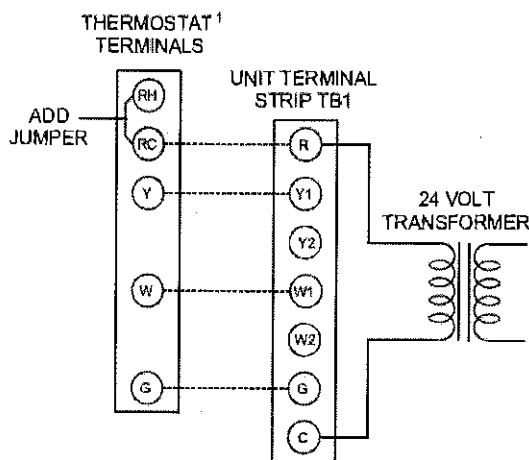
#### TYPICAL COOL/HEAT CONTROL WIRING

##### COOLING ONLY (24 VOLT THERMOSTAT)



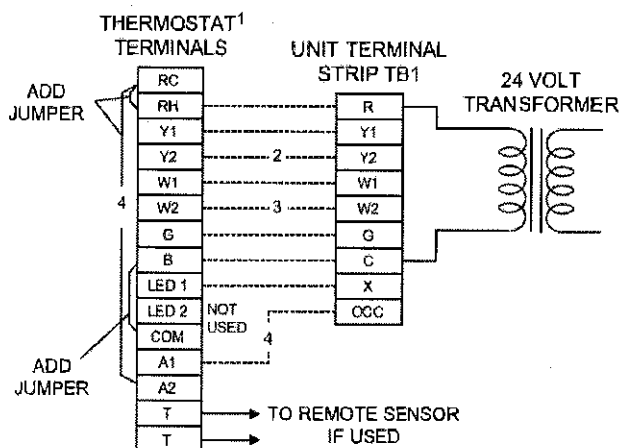
<sup>1</sup>24 VOLT THERMOSTAT. TO CONTROL THE ECONOMIZER ON SECOND STAGE COOLING, USE A 2 STAGE COOLING THERMOSTAT.

##### COOLING / HEATING (24 VOLT THERMOSTAT)



<sup>1</sup>24 VOLT THERMOSTAT. TO CONTROL THE ECONOMIZER ON THE SECOND STAGE COOLING OR TO HAVE AN ELECTRIC HEAT ACCESSORY WITH TWO STAGES OF HEAT, USE A 2 STAGE COOL AND HEAT THERMOSTAT.

##### COOLING / HEATING (ELECTRONIC THERMOSTAT) MULTI STAGE



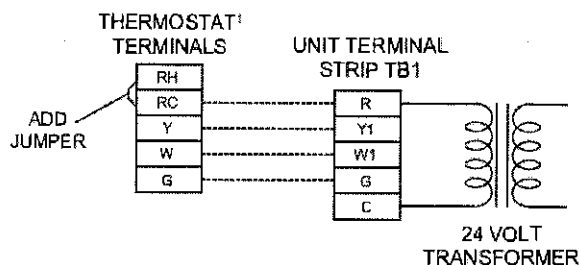
<sup>1</sup> ELECTRONIC PROGRAMMABLE THERMOSTAT TYPICAL.

<sup>2</sup> SECOND STAGE COOLING IS NOT REQUIRED ON UNITS LESS ECONOMIZER.

<sup>3</sup> SECOND STAGE HEATING IS ONLY REQUIRED ON UNITS WITH A TWO STAGE ELECTRIC HEATER OR 2 STAGE GAS HEAT.

<sup>4</sup> REMOVE JUMPER J2 FROM TERMINALS 4 AND 9 ON JUMPER PLUG CONNECTOR P6 ON UNITS WITH ECONOMIZER. TERMINALS A1 AND A2 PROVIDE A RELAY OUT-PUT TO CLOSE THE OUTDOOR ECONOMIZER DAMPERS WHEN THE THERMOSTAT SWITCHES TO THE SET-BACK POSITION.

##### COOLING / HEATING (ELECTRONIC THERMOSTAT) SINGLE STAGE



<sup>1</sup>ELECTRONIC PROGRAMMABLE THERMOSTAT TYPICAL. TO CONTROL THE ECONOMIZER ON SECOND STAGE COOLING. USE A 2 STAGE COOL AND HEAT THERMOSTAT.



## Package

York Single Package R-410A Air Conditioner

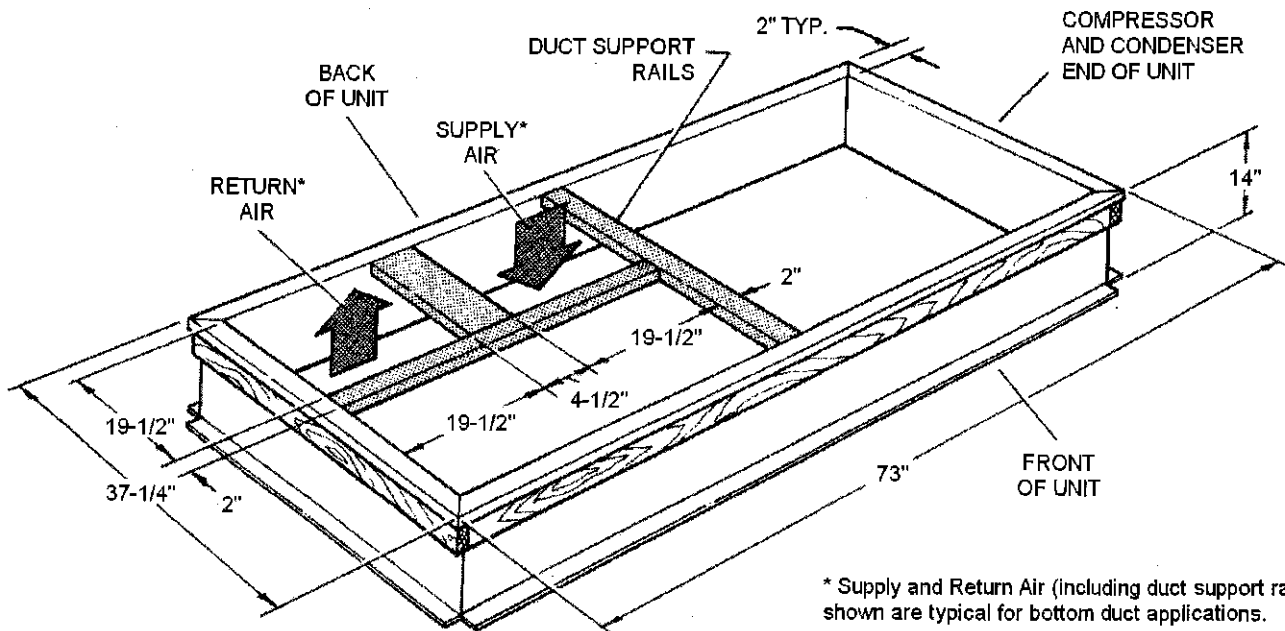
Project Name: WATERBURY  
COMMERCIAL BID - CITY OF  
WATERBURY

Unit Model #: ZE036H10B2C1AAA1A2

Quantity: 6

System: ZE036H10B2C1AAA1A2

### 1RC0434 Roof Curb



DUCT SIZES:  
Supply Air = 19" x 19"  
Return Air = 19" x 19"

\* Supply and Return Air (including duct support rails) shown are typical for bottom duct applications.

For location of horizontal duct applications (on back of unit), refer to Unit Dimensions details.

1RC0434 Roof Curb Dimensions

**Date**

03/11/2021

**Project Name**

WATERBURY COMMERCIAL BID - CITY OF WATERBURY

**Project Number****Client / Purchaser**

FW WEBB COMPANY

**Guide Specification Summary Page**

Product Series	Models and Unit Tags
Small Series 3-5 Ton Package	ZEDASH128AC1AAA1A2
	ZEDASH128AC1AAA1A2



## GENERAL

York Sunline units are convertible single package units. Although the units are primarily designed for curb mounting on a roof, they can also be slab-mounted at ground level or set on steel beams above a finished roof. Cooling only, cooling with gas heat, cooling with electric heat and heat pump with electric heat models are available with a wide variety of factory mounted options and field-installed accessories to make them suitable for almost every application. All units are self-contained and assembled on full perimeter base rails with holes in the four corners for overhead rigging. Every unit is completely piped, wired, charged and tested at the factory to simplify the field installation and to provide years of dependable operation. All models (including those with an economizer) are suitable for either bottom or horizontal duct connections. Models with power exhaust are suitable for bottom duct connections only. For bottom duct, remove the sheet metal panels from the supply and return air openings through the base of the unit. For horizontal duct, remove the supply and return air panels on the rear of the unit.

All non-Scroll compressors include crankcase heaters and all compressors have internal pressure relief. Every refrigerant circuit includes a liquid line filter-drier, a discharge line high pressure switch and a suction line with a freestat and low pressure/loss of charge switch. The unit control circuit includes a 75 VA transformer, a 24-volt circuit breaker and a relay board with a compressor lockout circuit, a terminal strip for thermostat wiring, plus an additional set of pin connectors to simplify the interface of additional field controls. All models are CSA listed. All models include a 1-year limited warranty on the complete unit. Compressors and factory installed electric heater elements carry a 5-year warranty. Aluminized steel and Stainless steel tubular heat exchangers carry a 10-year warranty.

## DESCRIPTION

Units shall be factory-assembled, single packaged, Electric Cooling/Gas Heat, Electric Cooling/Optional Electric Heat, Heat Pump/Optional Electric Heat and are designed for outdoor mounted installation

The 3 ton, 4 ton, and 5 ton units shall have minimum SEER rating of 14.0 with heat pumps having a 8.0 H.S.P.F. The 6 ton units shall have a minimum IEER rating of 14.2. They shall have built-in field convertible duct connections for down discharge supply/return or horizontal discharge supply/return, and be available with factory installed options or field installed accessories. The units shall be factory wired, piped, charged with R-410A refrigerant and factory tested prior to shipment. All unit wiring shall be both numbered and color coded. All units the cooling performance shall be rated in accordance with DOE and AHRI test procedures. Units shall be CSA listed, classified to ANSI Z21.47, UL 1995/CSA No. 236 standards.

## UNIT CABINET

Unit cabinet shall be constructed of galvanized steel, with exterior surfaces coated with a non-chalking, powdered paint finish, certified at 750-hour salt spray test per ASTM B117 standards. Indoor blower section shall be insulated with a minimum 1/2" thick insulation, coated on the airside. Aluminum foil faced insulation shall be used in the furnace compartment and be fastened with ridged fasteners to prevent insulation from entering the air stream. Cabinet panels shall be "large" size, easily removable for servicing and maintenance. Full perimeter base rails shall be provided to assure reliable transit of equipment, overhead rigging and proper sealing on roof curb applications. Disposable 1" filters shall be furnished and be accessible through a removable access door, sealed airtight. Units filter track shall be designed to accommodate either 1" or 2" filters. Fan performance measuring ports shall be provided on the outside of the cabinet to allow accurate air measurements of evaporator fan performance without removing panels or creating air by-pass of the coils. Condensate pan shall be internally sloped and conform to ASHRAE 62-89 selfdraining standards. Condensate connection shall be a minimum of 3/4" I.D. female and be a ridged mount connection.

## INDOOR (EVAPORATOR) FAN ASSEMBLY

The indoor fan shall be a factory installed direct-drive or beltdrive assembly that includes an adjustable pitch motor pulley. Job site selected brake horsepower (B.H.P.) shall not exceed the motors nameplate horsepower rating, plus the service factor. Units shall be designed not to operate above service factor. Fan wheel shall be double-inlet type with forward-curved blades, dynamically balanced to operate smoothly throughout the entire range of operation. Airflow design shall be constant air volume. Bearings shall be sealed and permanently lubricated for longer life and no maintenance.

## OUTDOOR (CONDENSER) FAN ASSEMBLY

The outdoor fan shall be of the direct-drive propeller type (3-5 ton units), discharge air vertically, have aluminum blades riveted to a corrosion resistant steel spider bracket and shall be dynamically balanced for smooth operation. The outdoor fan motor shall be totally enclosed with permanently lubricated bearings, internally protected against overload conditions and staged independently.

## REFRIGERANT COMPONENTS

### Compressors:

- Shall be internally protected with internal high-pressure relief and over temperature protection.
- Shall have internal spring isolation and sound muffling to minimize vibration and noise, and be externally isolated on a dedicated, independent mounting.

**Coils:**

- a. Evaporator coils shall have aluminum plate fins mechanically bonded to seamless internally enhanced copper tubes with all joints brazed. Special Phenolic coating shall be available as a factory option.
- b. Evaporator coils shall be of the direct expansion, draw-thru design.
- c. Condenser coils shall have aluminum plate fins mechanically bonded to seamless internally enhanced copper tubes with all joints brazed or Micro-Channel aluminum tube, aluminum fins.
- d. Condenser coils shall be of the direct expansion, draw-thru design.

**Refrigerant Circuit and Refrigerant Safety Components shall include:**

- a. Independent fixed-orifice or thermally operated expansion devices.
- b. Filter drier/strainer to eliminate any moisture or foreign matter.
- c. Accessible service gage connections on both suction and liquid lines to charge, evacuate, and measure refrigerant pressure during any necessary servicing or troubleshooting, without losing charge.
- d. The refrigeration system shall provide at least 15°F of sub-cooling at design conditions.

**Unit Controls:**

- a. Unit shall be complete with self-contained low-voltage control circuit protected by a resettable circuit breaker on the 24-volt transformer side.
- b. Unit shall incorporate a lockout circuit which provides reset capability at the space thermostat or base unit, should any of the following standard safety devices trip and shut off compressor.
- c. Loss-of-charge/Low-pressure switch.
- d. High-pressure switch.
- e. Freeze-protection thermostat, evaporator coil.
- f. Unit shall incorporate "AUTO RESET" compressor over temperature, over current protection.
- g. Unit shall operate with conventional thermostat designs and have a low voltage terminal strip for easy hook-up.
- h. Unit control board shall have on-board diagnostics and fault code display.
- i. Standard controls shall include anti-short cycle and low voltage protection, and permit cooling operation down to 0°F.

- j. Control board shall monitor each refrigerant safety switch independently.
- k. Control board shall retain last 5 fault codes in non volatile memory which will not be lost in the event of a power loss.

**GAS HEATING SECTION**

Shall be designed with induced draft combustion with post purge logic, energy saving direct spark ignition, and redundant main gas valve. Venter wheel shall be constructed of stainless steel for corrosion resistance. The heat exchanger shall be of the tubular type, constructed of T1-40 aluminized steel for corrosion resistance and allowing minimum mixed air entering temperature of 25°F. Burners shall be of the inshot type, constructed of aluminum coated steel and contain air mixture adjustments. All gas piping shall enter the unit cabinet at a single location through either the side or curb without any field modifications. Integrated control boards shall provide timed control of evaporator fan functioning and burner ignition. Heating section shall be provided with the following minimum protection.

- a. Primary and auxiliary high-temperature limit switches.
- b. Induced draft motor speed sensor.
- c. Flame roll out switch.
- d. Flame proving controls.
- e. If any of the above safety devices trip, a LED (light-emitting diode) indicator shall flash a diagnostic code that indicates which safety switch has tripped.

NOTE: All 2 Stage Gas Heat, 60% Capacity 1st Stage, 40% Capacity 2nd Stage.

**UNIT OPERATING CHARACTERISTICS**

Unit shall be capable of starting and running at 125°F outdoor temperature, exceeding maximum load criteria of AHRI Standard 210/240. The compressor, with standard controls, shall be capable of operation down to 0°F outdoor temperature. Unit shall be provided with fan time delay to prevent cold air delivery before heat exchanger warms up (Gas heat only).

**ELECTRICAL REQUIREMENTS**

All unit power wiring shall enter unit cabinet at a single factory provided location and be capable of side or bottom entry, to minimize roof penetrations and avoid unit field modifications. Separate side and bottom openings shall be provided for the control wiring.

**STANDARD LIMITED WARRANTIES**

- Compressor 5 Years
- Heat Exchanger 10 Years
- Factory Installed Electric Heat Element 5 Years



- Other Parts 1 Year

#### **OPTIONAL OUTDOOR AIR**

**Dry Bulb Automatic Economizer** – Outdoor and return air dampers that are interlocked and positioned by a fullymodulating, spring-return damper actuator. The maximum leakage rate for the outdoor air intake dampers shall be designed to meet ASHRAE 90.1, AMCA 511 Class 1A damper, and the International Energy Conservation Code (IECC) certification requirements by achieving leakage rates of 3 cfm/sq. ft. at 1" of static pressure. Changeover from compressor to economizer operation shall be provided by an integral electronic enthalpy control that feeds input into the basic module. The outdoor intake opening shall be covered with a rain hood that matches the exterior of the unit. Water eliminator/filters shall be provided. Simultaneous economizer/compressor operation is also possible. Dampers shall fully close on power loss. Available with barometric relief and power exhaust.

#### **ADDITIONAL FACTORY INSTALLED OPTIONS**

- **BAS Controls**

#### **FIELD INSTALLED OPTIONS**

- **Roof Curb** – 14" high, full perimeter curb with wood nailer (shipped knocked-down).
- **Barometric Relief Damper** – This damper accessory can be used to relieve internal building air pressure on units with an economizer without power exhaust. This accessory includes a rain hood, a bird screen and a fully assembled damper. With bottom duct connections, the damper should be mounted over the opening in the return air panel. With horizontal ductwork, the accessory should be mounted on the return air duct.

**Date**

03/11/2021

**Project Name**

WATERBURY COMMERCIAL BID - CITY OF WATERBURY

**Project Number**

**Client / Purchaser**



EW WEBB COMPANY

## Control Summary Page

Control	Models and Unit Tags
Standard Simplicity Control	ZE048H12B2C1AAA1A2
	ZE036H10B2C1AAA1A2

## 23 09 23 Direct- digital Control system for HVAC

### 23 09 23. 13 Decentralized, Rooftop Units:

#### 23 09 23. 13.A. Unit Control Board

1. ASHRAE 62- 2001compliant. BTL certified.
2. Shall accept 20-30 VAC input power, 50/60Hz. 24 VAC nominal.
3. Operating temperature range from -40F to 158F; 10-90% RH (non-condensing UI), and -4F to 158F; 10-90% Rh (non-condensing), with a storage temperature range from -40F to 194F; 5-95% RH (non-condensing).
4. Shall include an option of and Economizer microprocessor controller which communicates directly with the Unit Control Board and has 8 Analog outputs, 2 Analog inputs, 2 Binary outputs, 3 Binary outputs.
5. Controller shall accept the followinginputs: space temperature, return air temperature sensor, setpointadjustment, outdoor air temperature, indoor air quality, outdoor air quality, indoor relative humidity, compressor lock- out, fire/smoke shutdown, single and dual enthalpy,fan status, remote time clock, SA Bus communicated temperature/humidity/CO2 values from Network sensors, FC Bus Network Overrides for space temperature, outdoor air temperature, space humidity, outdoor air quality, Indoor air quality, System purge.
6. Shall accept a single CO2 sensor or multiple CO2 sensors networked together via communication bus in the conditioned space, and be Demand Control Ventilation (DCV) ready.
7. Shall provide the following outputs: economizer, fan, cooling stage 1, cooling stage 2, heat stage 1, heat stage 2, heat stage 3/ exhaust/ reversing valve/ dehumidify/occupied.
8. Unit shall provide surge protection for the controller through a circuit breaker.
9. Shall be Internet capable, and communicate at a Baud rate of 38.4K or faster.
10. Shall have an LED display independently showingthe status of activity on the communication bus, and processor operation.
11. Unit shall incorporate a lockout circuit which provides reset capability at the space thermostat or base unit should any of the following standard safety devices trip and shut off compressor. If any of these safety devices trip, the LCD screen will display alarm message indicating the specific safety device that caused the lockout.
  - a. Loss of charge/Low-pressure switch.
  - b. High-pressure switch.
  - c. Freeze condition sensor on evaporator coil.
12. Unit control board must support each usage case:
  - a. Conventional thermostat with low voltage input terminals for easy installation
  - b. Communicating network sensors in the occupied space to provide feedback on space conditions for unit control board to compare with associated setpoints
  - c. Communication via BACnet MS/TP, Modbus RTU, N2 protocols for integration into a building automation/management system
13. Anti-short cycle and low voltage protection features included.
14. Internal occupied/unoccupied scheduling
15. Unit control board shall permit cooling operation down to a selectable value as low as 0 degrees F.
16. Shall allow for start-up, commissioning, troubleshooting, parameter adjustment, setpoint adjustment via onboard display and navigable menu with no additional interface tool or controls technician required.
17. The unit control board shall run a self-test diagnostics algorithm at startup that operated the cooling cycle, heating cycle, fan operation. A status report shall be provided upon completion of the diagnostic self-test.
18. Utilize any wi-fi enabled smart device to access the HVAC or multiple HVAC units if communication wiring between them is present (FC Bus or SA Bus). Remote access shall allow complete ability to perform start-up, commissioning, troubleshooting, parameter adjustment, setpoint adjustment.
19. Local embedded trending and scheduling. Trending data and occupancy scheduling predefined from the factory. Occupancy schedule to be modified via control board joystick menu navigation and remotely using a smart device (cellular phone, laptop, tablet)
20. A menu on the onboard screen shall display the unit status and allow changing parameters where applicable. These include but are not limited to:
  - a. Demand Ventilation Mode – enable or disable
  - b. Operational Setpoint – display current value
  - c. Supply Air Temperature (SAT) – display current value
  - d. Return Air Temperature (RAT) – display current value

- e. Operational Supply Humidity (OprSH) – display current value as provided by a 0-10VDS input, SA Bus Network Sensor, or FC Bus communicated value
  - f. Return Air Humidity (RAH) – display current value
  - g. Operational outdoor Air Temperature (OprOAT) – enthalpy calculated from OAH 0-10VDC input to Economizer board and OprOAT only if economizer is present
  - h. Operational Outdoor Air Humidity (OprOAH) – the buffered outdoor air humidity. May be from economizer boards OAH 0-10VDC input or FC Bus communicated value
  - i. Operational outdoor Air Quality (OprOAQ) – the buffered outdoor air quality in use. May be from economizer boards OAQ 0-10VDC input or FC Bus communicated value
  - j. Operational Indoor Air Quality (OprIAQ) – the buffered indoor air quality in use. May be from economizer board IAQ 0-10VDC input, SA Bus Network Sensor, or FC Bus communicated value
21. A menu shall display and allow modification to the following operations and settings:
- a. HVAC Zone Fan
  - b. Cooling
  - c. Heating
  - d. Economizer
  - e. Demand Ventilation
  - f. Power Exhaust
  - g. Sensors
  - h. Network
22. A menu shall display and allow modification to the following operations and settings:
- a. HVAC Zone – Occupied status
  - b. Indoor Fan status
  - c. Cooling status
  - d. Heating status
  - e. Economizer indication whether free-cooling is available or not
  - f. Enabling or disabling of Demand Ventilation
  - g. Power Exhaust
    - 1) Enable/disable hot-gas reheat if available
    - 2) Warmup/Cooldown
    - 3) Title 24 Load Shed
    - 4) Defrost
23. A menu shall display and allow modification to the following operations and settings:
- a. Firmware version (of UCB, Economizer, other peripheral boards)
  - b. Setting time zone
  - c. Network information
    - 1) Device name that will appear on the FC Bus
    - 2) Selection of communication protocol
    - 3) Operational Baud Rate
    - 4) Device ID
24. A menu shall display and allow modification to the following operations and settings:
- a. Version of firmware
  - b. Ability to Load new firmware
  - c. Create a backup file of the firmware and parameter setting via USB port
  - d. Restore factory default parameter values and setup
  - e. Full and Partial Cloning of parameter setpoints from or to other units
  - f. Data trend exporting
25. A menu shall display and allow modification to the following operations and settings:

- a. Unit serial number, model number and name
- b. Ability to reset Lockouts
- c. Controller name
- d. Displays the current values of all setpoints in use
- e. Displays all current values for the indoor and outdoor zones
- f. Displays current values related to:
  - 1) Indoor Fan
  - 2) Cooling
  - 3) Heating
  - 4) Heat Pump operation
  - 5) Economizer operation
  - 6) Power Exhaust
  - 7) Demand Ventilation
  - 8) Air monitoring station
  - 9) Hot Gas Reheat
  - 10) Smoke Control
- g. Current information for inputs; including
  - 1) Sensors
  - 2) Coil Sensors
  - 3) Thermostat
  - 4) Binary Inputs
  - 5) Unit Protection
  - 6) Network Inputs
  - 7) All outputs (relay and binary)
- h. Self-Test
  - 1) A patented self-test system that runs through a series of algorithms to provide a report of all functioning characteristics of the system at time of startup and commissioning.

## 23 09 23. 13.B. Auxiliary Control Boards

1. ASHRAE 62- 2001 compliant. BTL certified.
2. Economizer controller CEC Title 24 Compliant
  - a. Display alarms if the following occur
    - 1) Economizer is economizing when conditions do not support
    - 2) Economizer is not economizing when conditions do support
    - 3) Damper Stuck
    - 4) Excess Outdoor Air
    - 5) Failed Sensor
3. Refrigeration Fault Detection & Diagnostics
  - a. There is insufficient refrigerant in any circuit
  - b. There is excessive refrigerant in any circuit
  - c. There is excessive refrigerant flow
  - d. There is insufficient refrigerant flow (restriction)
  - e. Inefficient compressor
  - f. Insufficient High-side heat transfer
  - g. Excessive High-side heat transfer (low ambient control problem, low  $\Delta P$ )
  - h. Insufficient Low-side heat transfer
  - i. Excessive Low-side heat transfer

- j. Sensor fault- The liquid temperature is greater than the condenser temperature (Could also be triggered if refrigerant level is very low in the system)
- k. Sensor fault- Sensor data is not available
- l. The unit is off
- m. The ambient temperature is too low
- n. The ambient temperature is too high
- o. The return air wet-bulb temperature is too low
- p. The return air wet-bulb temperature is too high
- q. Sensor fault- The condensing temperature is lower than the ambient temperature (Could also be triggered when the condenser is wet)
- r. The suction line temperature is less than the evaporator temperature
- s. The evaporator temperature is greater than the ambient temperature
- t. The liquid temperature is lower than the ambient temperature
- u. Sensor fault- Suction temperature or ambient temperature is invalid
- v. Sensor fault- The return air dry-bulb or wet-bulb temperature is invalid
- w. Sensor fault- The liquid pressure or suction pressure is invalid
- x. Sensor fault- The suction line temperature is invalid
- y. The return air dry-bulb temperature is too low
- z. The return air dry-bulb temperature is too high
- aa. The Efficiency Index is below 75% of ideal
- bb. The Capacity Index is below 75% of ideal

23 09 23. 13.C Remote Accessibility:

- 1. ASHRAE 62- 2001 compliant. BTL certified.
- 2. Provide the ability to adjust parameter values, setpoints, limits remotely
- 3. Connectivity to an Ethernet network via static IP address or Dynamic Name Server (DNS)
- 4. Allow a maximum of 100 devices on the same FC bus trunk and accessed by one remote device

# START-UP & SERVICE DATA INSTRUCTION

## COMMERCIAL PACKAGE UNITS

3.0 To 40.0 TONS

### START-UP CHECKLIST

Date: \_\_\_\_\_

Job Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Model Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Qualified Start-up Technician: \_\_\_\_\_ Signature: \_\_\_\_\_

HVAC Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's E-mail Address: \_\_\_\_\_

Electrical Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Distributor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### WARRANTY STATEMENT

Johnson Controls/UPG is confident that this equipment will operate to the owner's satisfaction if the proper procedures are followed and checks are made at initial start-up. This confidence is supported by the 30 day dealer protection coverage portion of our standard warranty policy which states that Johnson Controls/UPG will cover parts and labor on new equipment start-up failures that are caused by a defect in factory workmanship or material, for a period of 30 days from installation. Refer to current standard warranty policy and warranty manual found on UPGnet for details.

In the event that communication with Johnson Controls/UPG is required regarding technical and/or warranty concerns, all parties to the discussion should have a copy of the equipment start-up sheet for reference. A copy of the original start-up sheet should be filed with the Technical Services Department.

The packaged unit is available in constant or variable air volume versions with a large variety of custom options and accessories available. Therefore, some variation in the startup procedure will exist depending upon the products capacity, control system, options and accessories installed.

This start-up sheet covers all startup check points common to all package equipment. In addition it covers essential startup check points for a number of common installation options. Depending upon the particular unit being started not all sections of this startup sheet will apply. Complete those sections applicable and use the notes section to record any additional information pertinent to your particular installation.

Warranty claims are to be made through the distributor from whom the equipment was purchased.

### EQUIPMENT STARTUP

Use the local LCD or Mobile Access Portal (MAP) Gateway to complete the start-up.

A copy of the completed start-up sheet should be kept on file by the distributor providing the equipment and a copy sent to:

Johnson Controls/UPG  
Technical Services Department  
5005 York Drive  
Norman, OK 73069

## SAFETY WARNINGS

The inspections and recording of data outlined in this procedure are required for start-up of Johnson Controls/UPG's packaged products. Industry recognized safety standards and practices must be observed at all times. General industry knowledge and experience are required to assure technician safety. It is the responsibility of the technician to assess all potential dangers and take all steps warranted to perform the work in a safe manner. By addressing those potential dangers, prior to beginning any work, the technician can perform the work in a safe manner with minimal risk of injury.

### WARNING

Lethal voltages are present during some start-up checks. Extreme caution must be used at all times.

### WARNING

Moving parts may be exposed during some startup checks. Extreme caution must be used at all times.

**NOTE:** Read and review this entire document before beginning any of the startup procedures.

## DESIGN APPLICATION INFORMATION

This information will be available from the specifying engineer who selected the equipment. If the system is a VAV system the CFM will be the airflow when the remote VAV boxes are in the

full open position and the frequency drive is operating at 60 HZ. **Do not proceed with the equipment start-up without the design CFM information.**

Design Supply Air CFM: \_\_\_\_\_ Design Return Air CFM: \_\_\_\_\_

Design Outdoor Air CFM At Minimum Position: \_\_\_\_\_

Total External Static Pressure: \_\_\_\_\_

Supply Static Pressure: \_\_\_\_\_

Return Static Pressure: \_\_\_\_\_

Design Building Static Pressure: \_\_\_\_\_

Outside Air Dilution: Economizer Position Percentage: \_\_\_\_\_ CFM: \_\_\_\_\_

Supply Gas Pressure After Regulator W/o Heat Active \_\_\_\_\_ Inches \_\_\_\_\_

ADDITIONAL APPLICATION NOTES FROM SPECIFYING ENGINEER:

## REFERENCE

General Inspection	Completed	See Notes
Unit inspected for shipping, storage, or rigging damage	<input type="checkbox"/>	<input type="checkbox"/>
Unit installed with proper clearances	<input type="checkbox"/>	<input type="checkbox"/>
Unit installed within slope limitations	<input type="checkbox"/>	<input type="checkbox"/>
Refrigeration system checked for gross leaks (presence of oil)	<input type="checkbox"/>	<input type="checkbox"/>
Terminal screws and wiring connections checked for tightness	<input type="checkbox"/>	<input type="checkbox"/>
Filters installed correctly and clean	<input type="checkbox"/>	<input type="checkbox"/>
Economizer hoods installed in operating position	<input type="checkbox"/>	<input type="checkbox"/>
Condensate drain trapped properly, refer to Installation Manual	<input type="checkbox"/>	<input type="checkbox"/>
Economizer damper linkage tight	<input type="checkbox"/>	<input type="checkbox"/>
Gas Heat vent hood installed	<input type="checkbox"/>	<input type="checkbox"/>
All field wiring (power and control) complete	<input type="checkbox"/>	<input type="checkbox"/>

Air Moving Inspection	Completed	See Notes
Alignment of drive components	<input type="checkbox"/>	<input type="checkbox"/>
Belt tension adjusted properly	<input type="checkbox"/>	<input type="checkbox"/>
Blower pulleys tight on shaft, bearing set screws tight, wheel tight to shaft	<input type="checkbox"/>	<input type="checkbox"/>
Pressure switch or transducer tubing installed properly	<input type="checkbox"/>	<input type="checkbox"/>

Exhaust Inspection	Powered <input type="checkbox"/>	Barometric Relief <input type="checkbox"/>	Completed	See Notes
Check hub for tightness			<input type="checkbox"/>	<input type="checkbox"/>
Check fan blade for clearance			<input type="checkbox"/>	<input type="checkbox"/>
Check for proper rotation			<input type="checkbox"/>	<input type="checkbox"/>
Check for proper mounting (screen faces towards unit)			<input type="checkbox"/>	<input type="checkbox"/>
Prove operation by increasing minimum setting on economizer			<input type="checkbox"/>	<input type="checkbox"/>

Economizer Inspection	Standard <input type="checkbox"/>	BAS <input type="checkbox"/>	Completed	See Notes
CO <sub>2</sub> sensor installed Yes <input type="checkbox"/> No <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
Check economizer setting (Reference SSE Control Board LCD menu location)			<input type="checkbox"/>	<input type="checkbox"/>
Prove economizer open/close through SSE Board Setting			<input type="checkbox"/>	<input type="checkbox"/>

Reheat Mode	Normal <input type="checkbox"/>	or Alternate <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Humidity Sensor (2SH0401)			

### Operating Measurements - Air Flow

Fan operates with proper rotation		ID Fans <input type="checkbox"/>	Exh. Fans <input type="checkbox"/>	Cond. Fans <input type="checkbox"/>
Pressure drop across dry evaporator coil (At maximum design CFM) <sup>1</sup>				
External Static Pressure			IWC	
Return Static Pressure			IWC	
Supply Static Pressure			IWC	
Supply Air CFM Using Dry Coil Chart			CFM	
Final Adjusted Supply Air CFM <sup>2</sup>			CFM	

1. Consult the proper airflow to pressure drop table to obtain the actual airflow at the measured pressure differential.
2. Was a motor pulley adjustment or change required to obtain the correct airflow?  
 Was it necessary to increase or decrease the airflow to meet the design conditions?  
 If the motor pulley size was changed, measure the outside diameters of the motor and blower pulleys and record those diameters here;

Blower Motor HP: \_\_\_\_\_ FLA \_\_\_\_\_ RPM \_\_\_\_\_

Pulley Pitch Diameter \_\_\_\_\_ Turns Out \_\_\_\_\_ Final Turns Out \_\_\_\_\_

Blower Pulley Pitch Diameter \_\_\_\_\_ Fixed Sheave \_\_\_\_\_

### ELECTRICAL DATA

T1 - T2 \_\_\_\_\_ Volts                      T2 - T3 \_\_\_\_\_ Volts  
 Control Voltage \_\_\_\_\_ Volts                      T1 - T3 \_\_\_\_\_ Volts

Device	Nameplate	Measured List All Three Amperages
Supply Fan Motor <sup>1, 2</sup>	AMPS	AMPS
Exhaust Motor (Dampers 100%)	AMPS	AMPS
Condenser Fan #1	AMPS	AMPS
Condenser Fan #2 (if equipped)	AMPS	AMPS
Condenser Fan #3 (if equipped)	AMPS	AMPS
Condenser Fan #4 (if equipped)	AMPS	AMPS
Compressor #1	AMPS	AMPS
Compressor #2 (if equipped)	AMPS	AMPS
Compressor #3 (if equipped)	AMPS	AMPS
Compressor #4 (if equipped)	AMPS	AMPS

1. VAV units with heat section - simulate heat call to drive VAV boxes and VFD/GV to maximum design airflow position.
2. VAV units without heat section - VAV boxes must be set to maximum design airflow position.

### OPERATING MEASUREMENTS - COOLING

Stage	Discharge Pressure	Discharge Temp.	Liquid Line Temp. <sup>1</sup>	Subcooling <sup>2</sup>	Suction Pressure	Suction Temp.	Superheat
First	#	°	°	°	#	°	°
Second (if equipped)	#	°	°	°	#	°	°
Third (if equipped)	#	°	°	°	#	°	°
Fourth (if equipped)	#	°	°	°	#	°	°
Reheat 1st Stage	#	°	°	°	#	°	°

1. Liquid temperature should be taken before filter/drier.

2. Subtract 10 psi from discharge pressure for estimated liquid line pressure

Outside air temperature	_____ °F db	_____ °F wb	_____ %RH
Return Air Temperature	_____ °F db	_____ °F wb	_____ %RH
Mixed Air Temperature	_____ °F db	_____ °F wb	_____ %RH
Supply Air Temperature	_____ °F db	_____ °F wb	_____ %RH

### REFRIGERANT SAFETIES

Action	Completed	See Notes
Prove Compressor Rotation (3 phase only) by gauge pressure	<input type="checkbox"/>	<input type="checkbox"/>
Prove High Pressure Safety, All Systems	<input type="checkbox"/>	<input type="checkbox"/>
Prove Low Pressure Safety, All Systems	<input type="checkbox"/>	<input type="checkbox"/>

### OPERATING MEASUREMENTS - GAS HEATING

Fuel Type:      ☐ Natural Gas                      ☐ LP Gas

Action	Completed	See Notes
Check for gas leaks	<input type="checkbox"/>	<input type="checkbox"/>
Prove Ventor Motor Operation	<input type="checkbox"/>	<input type="checkbox"/>
Prove Primary Safety Operation	<input type="checkbox"/>	<input type="checkbox"/>
Prove Auxiliary Safety Operation	<input type="checkbox"/>	<input type="checkbox"/>
Prove Rollout Switch Operation	<input type="checkbox"/>	<input type="checkbox"/>
Prove Smoke Detector Operation	<input type="checkbox"/>	<input type="checkbox"/>
Manifold Pressure	Stage 1	IWC <input type="checkbox"/>
	Stage 2 (If Equipped)	IWC <input type="checkbox"/>
	Stage 3 (If Equipped)	IWC <input type="checkbox"/>
Supply gas pressure at full fire	IWC	<input type="checkbox"/>
Check temperature rise <sup>1</sup>	<input type="checkbox"/> measured at full fire	°F <input type="checkbox"/>

1.  $\text{Input X Eff. (BTU output)}$   
 $1.08 \times \text{Temp. Rise}$





# Project Submittal

**Project Name:** Torrico Project - Unknown 2021-3-26

**Project Altitude:**

**Project Location:**

, US

**Date:** 3/26/2021

**Quote:** 87936

**Roof Top Units:** 31

**Split Systems:** 0

**Customer:** Heat Controller Inc

## Table of Contents

Tag	Qty	Model	Description
<u>3-Ton RTU</u>	6	ZGB036S4B	ZGB036S4B 108k 1hp ENV
<u>4-Ton RTU</u>	25	ZGB048S4B	ZGB048S4E 108k .75hp ENV

## Project Submittal

**Tag:** 3-Ton RTU  
**Model:** ZGB036S4B - ZGB036S4B 108k 1hp ENV

UNIT OVERVIEW								
SEASON	SEER EER	HSPF, HSPF HSPF	SPR. COOLING TD, Tonn BTU/H	HLT. COOLING TD, Tonn BTU/H	HEATING AF, Tonn BTU/H	ENERGY EER/SEER THERM	1ST DRIVE (H)	1ST DRIVE (H)
200V 60Hz 60Hz	14 8.1	95 / 25	37.1 / 38.8	36.1 / 34.3	4.400	0.99 / 0.95	900 / 910	91.5 / 93.1

## COOLING

Cooling Performance		Temperatures (DB/WB °F)	
Gross Cooling (Ttl/Sens)	37.2 / 29.8 MBH	Ambient	95.0
Net Cooling (Ttl/Sens)	35.7 / 28.3 MBH	Entering	80.0
Coil Moisture Removal	7.01 lb/hr	Leaving – (Coil)	59.5
System Moisture Removal	7.01 lb/hr	Leaving – (Unit)	60.5
			58.7

ARI Performance		Compressors		Refrigerant		Condensate Drain	
ARI Cooling	36.2 / 35.0 MBH	Cooling Stages	1	Type	R-410A	Qty	1
ARI Power	3.0 kW	Compressor Qty	1	Charge	5 LBS. 2 OZ.	Size	1 in.
		Compressor RLA	8.7 amp			Pipe Thread	not

## HEATING

Heating Performance		Temperatures (DB/WB °F)		Specifications	
Output (High/Low)	86.0 / 0.0 MBH	Ambient	0.0	0.0	Heat Stages 1
Input (High/Low)	108.0 / 0.0 MBH	Entering			Thermal Efficiency 80.0%
		Leaving	56.9		Gas Line Size 0.5 in.
		Heat Rise	56.9		Gas Pressure 7 in.WC

## SUPPLY FAN

Air Flow (cfm)		Supply Fan		Air Resistance (in.WC)	
Supply	1,400	Nominal Power	1.00 hp	Total	0.66
		Required Power	0.47 hp	Ext Supply	0.50
		Drive Type	CAV Belt Drive		
	0	Speed	0		
		Motor Torque			

### AIR RESISTANCE - OPTIONS/ACCESSORIES (in.WG)

Wet Coil	Dahum Coil	Heat	Economizer	Filters	Diffuser	Exhaust	ERW
0.03	0.00	0.07	0.06	0.00		0.00	0.00

## ELECTRICAL

Voltage	230V 3Ph / 60Hz	Compressor RLA	8.7 amp
MCA	18 amp	Cooling FLA Total	15.0 amp
MOCP	25 amp	Condenser FLA	1.7 amp
Condenser Power	0.31 kW	Supply Fan FLA	4.6 amp
Oper Range-Nom Volt	+/- 10%		

## ADDITIONAL DATA

Cabinet	75.8B in. x 47.25 in. x 36.88 in.	Downflow Supply	12.1 in. x 17.8 in.
Filters	(4) 14.0 in. x 20.0 in. x 2.0 in.	Downflow Return	25.6 in. x 10.9 in.
Total Weight	607 lb	Sound Rating	77 dBA

**Tag:** 3-Ton RTU**Factory Installed Options**

Standard Cap, Std Packaging  
Unit Orientation Downflow  
Supply Fan: Constant Air Volume  
208/220/230/240V 3Phase  
Supply Motor - 1.0 Hp Std Eff  
Supply Drive Kit 4 (964-1471 RPM)  
108K A.S. (Single Stage)  
Non-Hinged Doors Factory Installed  
Eco-Last Coil System Factory Installed

**Field Installed Accessories**

Catalog Number	Qty	Description
14D94	6	Standard Economizer Field Installed
53W64	6	Single Enthalpy Control Field Installed

**Product Features****Cabinet**

Durable Outdoor Enamel Paint Finish  
Totally Enclosed Outdoor Fan Motor  
PVC Coated Fan Guard  
Corrosion-Resistant Drain Pan  
Isolated Compressor Compartment

**Cooling System**

Scroll Compressor  
High Capacity Driers  
Crankcase Heater  
System can operate from 35°F to 125°F without any additional controls  
Pre-charged Refrigeration System  
Internal Pressure Relief Valve

**Heating System**

Redundant Automatic Gas Valve with Manual Shut-off  
Electronic Flame Sensor  
Direct Spark Ignition  
Aluminized Steel Inshot Burners  
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

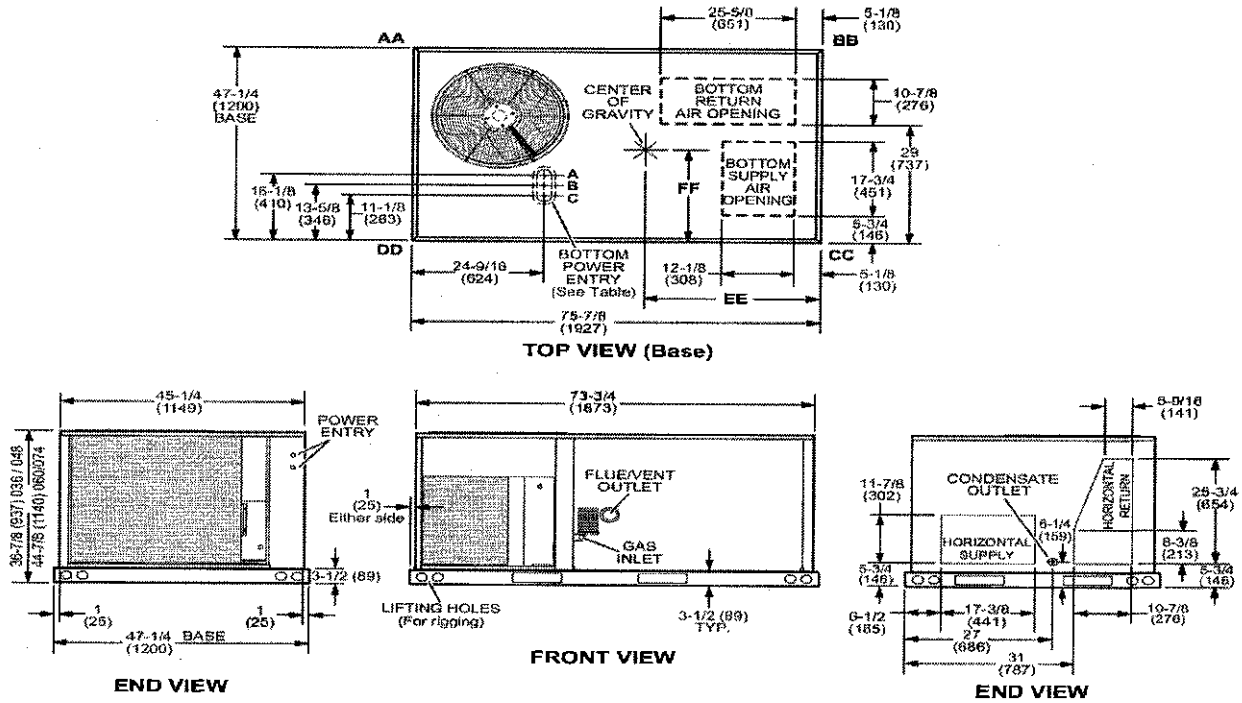
**Control System**

Fan and Limit Controls  
Overload Protection

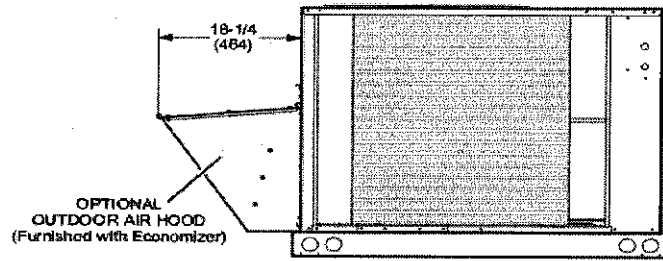
**Warranty**

Limited warranty on aluminized heat exchanger of 10 years  
Limited warranty on compressor of 5 years  
Limited warranty on all other components of 1 year  
See Limited Warranty Certificate included with unit for details  
Limited warranty on Eco-Last Coil System of 3 years

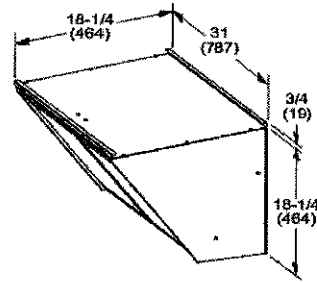
Corner Weights (lb)								Center of Gravity (In.)			
AA		BB		CC		DD		EE		FF	
Base	Max	Base	Max	Base	Max	Base	Max	Base	Max	Base	Max
129	147	124	141	133	150	138	156	38.75	36.75	22.75	24.50



**OUTDOOR AIR HOOD DETAIL FOR OPTIONAL ECONOMIZER  
(Downflow Applications)**

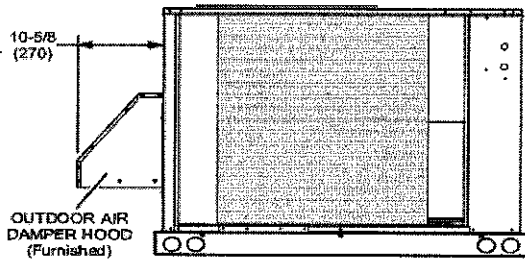


**SIDE VIEW**

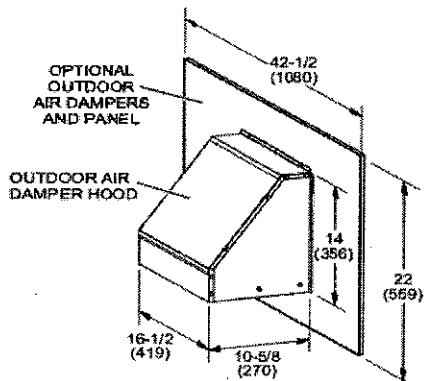


**OUTDOOR AIR DAMPER HOOD DETAIL (Downflow or Horizontal Applications)**

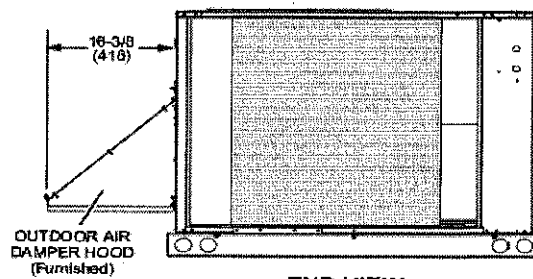
**MANUAL OUTDOOR AIR HOOD**



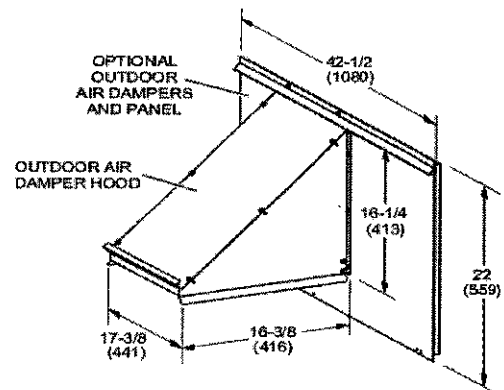
**END VIEW**



**MOTORIZED OUTDOOR AIR HOOD**

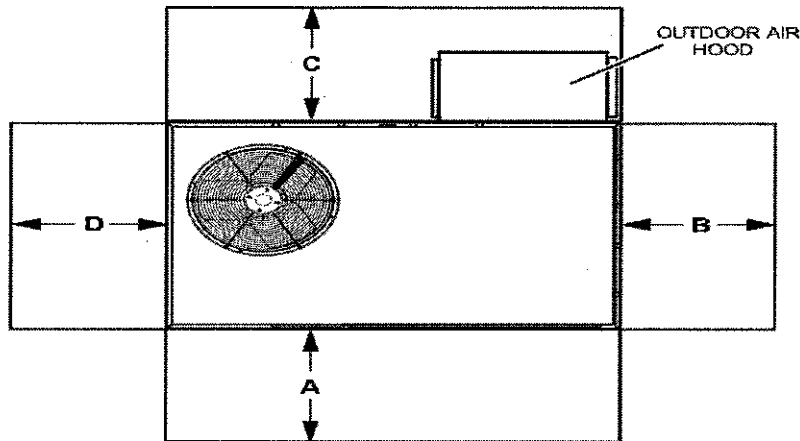


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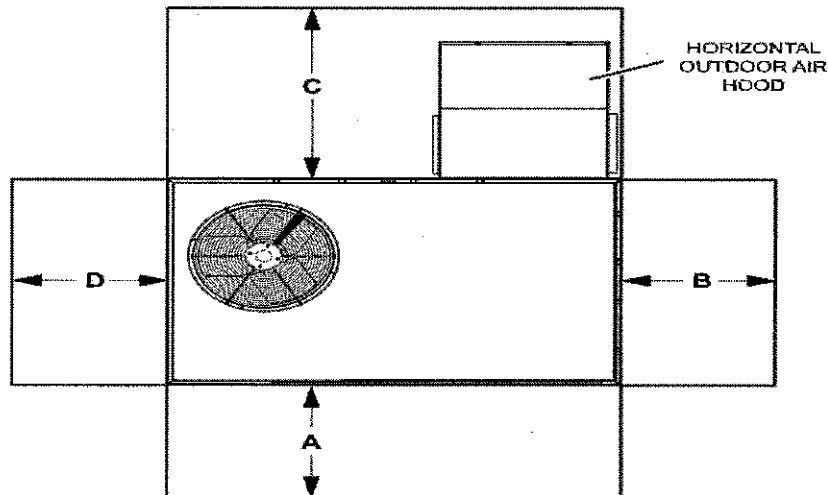


## UNIT CLEARANCES

### UNIT WITH DOWNFLOW ECONOMIZER



### UNIT WITH HORIZONTAL ECONOMIZER



Unit Clearance	A		B		C Downflow		C Horizontal		D		Top Clearance
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	
Service Clearance	36	914	36	914	36	914	60	1524	36	914	Unobstructed
Clearance to Combustibles	36	914	1	25	1	25	1	25	1	25	
Minimum Operation Clearance	36	914	36	914	36	914	60	1524	36	914	

NOTE - Entire perimeter of unit base requires support when elevated above the mounting surface.

<sup>1</sup> Service Clearance - Required for removal of serviceable parts.

Minimum Operation Clearance - Required clearance for proper unit operation.

Tag: 4-Ton RTU  
Model: ZGB048S4B - ZGB048S4E 108k .75hp ENV

## UNIT OVERVIEW

Voltage	SEER EER	MCA/MOCP (amp)	Gross Cooling Ttl/Sens (MBH)	Net Cooling Ttl/Sens (MBH)	Supply Air Flow (cfm)	ESP/TSP (in.WC)	EAT DB/WB (°F)	LAT DB/WB (°F)
230V 3Ph 60Hz	14 11.2	0 / 0	38.7 / 19.7	36.9 / 17.9	1,600	0.50 / 0.69	80.0 / 67.0	68.1 / 59.2

## COOLING

Cooling Performance		Temperatures (DB/WB °F)	
Gross Cooling (Ttl/Sens)	38.7 / 19.7 MBH	Ambient	95.0
Net Cooling (Ttl/Sens)	36.9 / 17.9 MBH	Entering	80.0
Coil Moisture Removal	17.87 lb/hr	Leaving - (Coil)	68.1
System Moisture Removal	17.87 lb/hr	Leaving - (Unit)	69.2
			59.6

ARI Performance		Compressors		Refrigerant		Condensate Drain	
ARI Cooling	46.7 / 45.5 MBH	Cooling Stages	1	Type	R-410A	Qty	1
ARI Power	4.1 kW	Compressor Qty	1	Charge	5 LBS. 4 OZ.	Size	1 in.
		Compressor RLA	11 amp			Pipe Thread	npt

## HEATING

Heating Performance		Temperatures (DB/WB °F)		Specifications	
Output (High/Low)	86.0 / 0.0 MBH	Ambient	0.0	Heat Stages	1
Input (High/Low)	108.0 / 0.0 MBH	Entering		Thermal Efficiency	80.0%
		Leaving	49.8	Gas Line Size	0.5 in.
		Heat Rise	49.8	Gas Pressure	7 in.WC

## SUPPLY FAN

Air Flow (cfm)		Supply Fan		Air Resistance (in.WC)	
Supply	1,600	Nominal Power	0.75 hp	Total	0.69
		Required Power	0.75 hp	Ext Supply	0.50
		Drive Type	MSAV Direct Drive		
	0	Speed	0		
		Motor Torque			

## AIR RESISTANCE - OPTIONS/ACCESSORIES IN W.C.

Filter	Coil	Coil	Coil	Coil	Coil	Coil	Coil
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

## ELECTRICAL

Voltage	230V 3Ph / 60Hz	Compressor RLA	11.0 amp
MCA	0 amp	Cooling FLA Total	12.7 amp
MOCP	0 amp	Condenser FLA	1.7 amp
Condenser Power	0.31 kW	Supply Fan FLA	amp
Oper Range-Nom Volt	+/- 10%		

## ADDITIONAL DATA

Cabinet	75.88 in. x 47.25 in. x 36.88 in.	Downflow Supply	12.1 in. x 17.8 in.
Filters	(4) 14.0 in. x 20.0 in. x 2.0 in.	Downflow Return	25.6 in. x 10.9 in.
Total Weight	616 lb	Sound Rating	80 dBA

**Tag:** 4-Ton RTU**Factory Installed Options**

Standard Cap, Std Packaging  
Unit Orientation Downflow  
Single Zone VAV  
208/220/230/240V 3Phase  
Supply Motor - 0.75 Hp ECM - w/ Single Zone VAV  
108K A.S. (Single Stage)  
Non-Hinged Doors Factory Installed  
Eco-Last Coil System Factory Installed

**Field Installed Accessories**

Catalog Number	Qty	Description
14D94	25	Standard Economizer Field Installed
53W64	25	Single Enthalpy Control Field Installed
DU652	25	ZGB048S4EM PkgGE/4 Ton/108kB/230-3

**Product Features****Cabinet**

Durable Outdoor Enamel Paint Finish  
Totally Enclosed Outdoor Fan Motor  
PVC Coated Fan Guard  
Corrosion-Resistant Drain Pan  
Isolated Compressor Compartment

**Cooling System**

Scroll Compressor  
High Capacity Driers  
Crankcase Heater  
System can operate from 35°F to 125°F without any additional controls  
Pre-charged Refrigeration System  
Internal Pressure Relief Valve

**Heating System**

Redundant Automatic Gas Valve with Manual Shut-off  
Electronic Flame Sensor  
Direct Spark Ignition  
Aluminized Steel Inshot Burners  
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

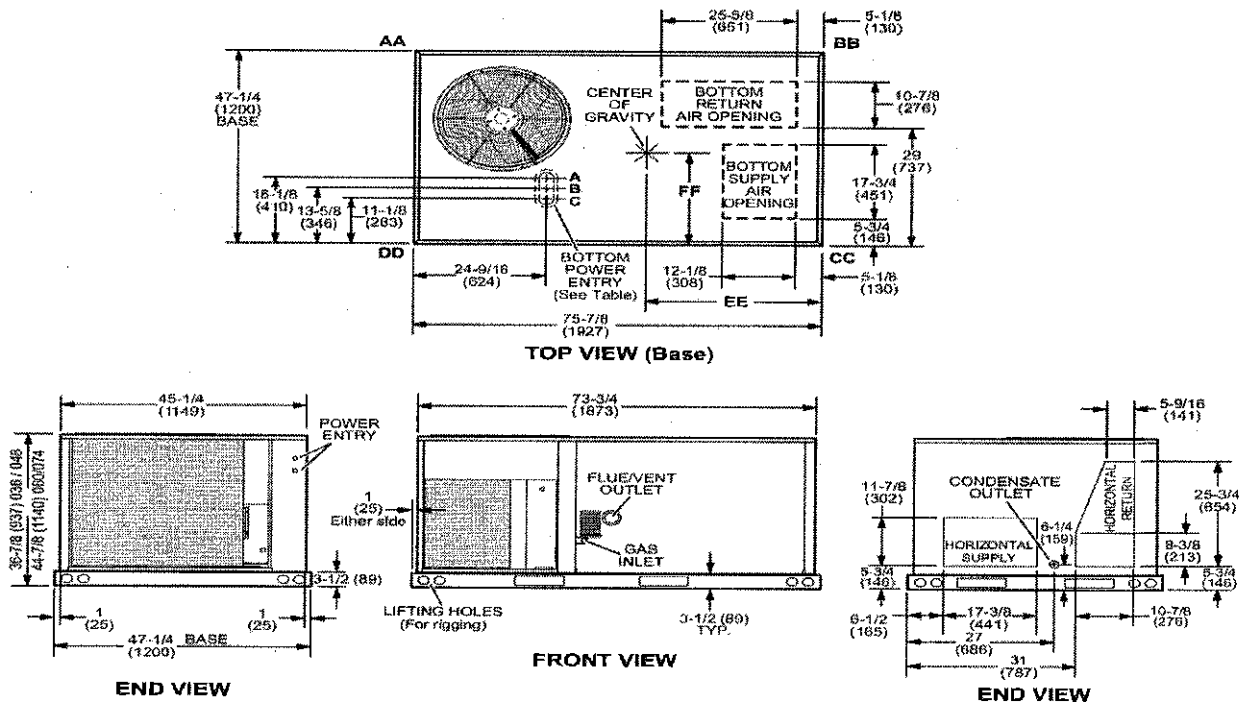
**Control System**

Fan and Limit Controls  
Overload Protection

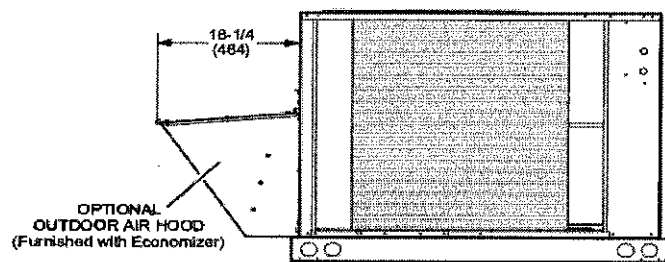
**Warranty**

Limited warranty on aluminized heat exchanger of 10 years  
Limited warranty on compressor of 5 years  
Limited warranty on all other components of 1 year  
See Limited Warranty Certificate included with unit for details  
Limited warranty on Eco-Last Coil System of 3 years

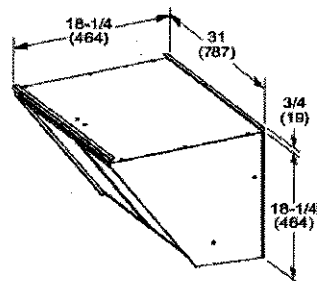
Corner Weights (lb)								Center of Gravity (in.)			
AA		BB		CC		DD		EE		FF	
Base	Max	Base	Max	Base	Max	Base	Max	Base	Max	Base	Max
132	149	126	143	135	152	140	159	38.75	36.75	22.75	24.50



**OUTDOOR AIR HOOD DETAIL FOR OPTIONAL ECONOMIZER  
(Downflow Applications)**

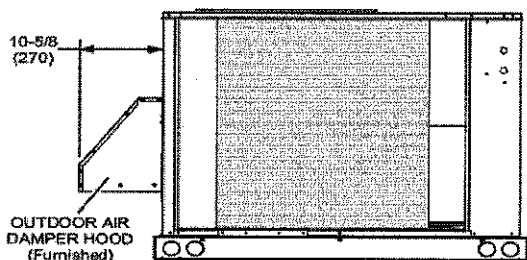


**SIDE VIEW**

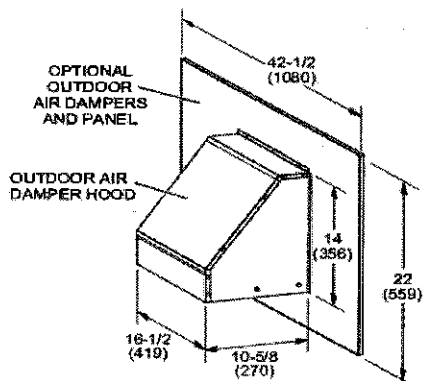


**OUTDOOR AIR DAMPER HOOD DETAIL (Downflow or Horizontal Applications)**

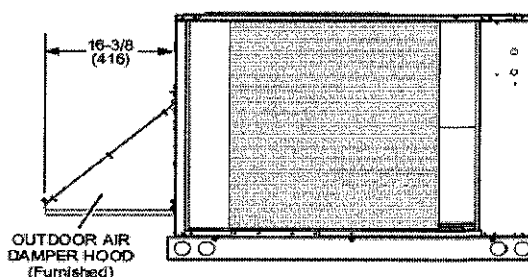
**MANUAL OUTDOOR AIR HOOD**



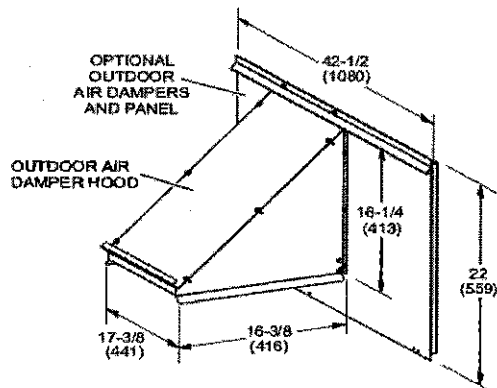
**END VIEW**



**MOTORIZED OUTDOOR AIR HOOD**

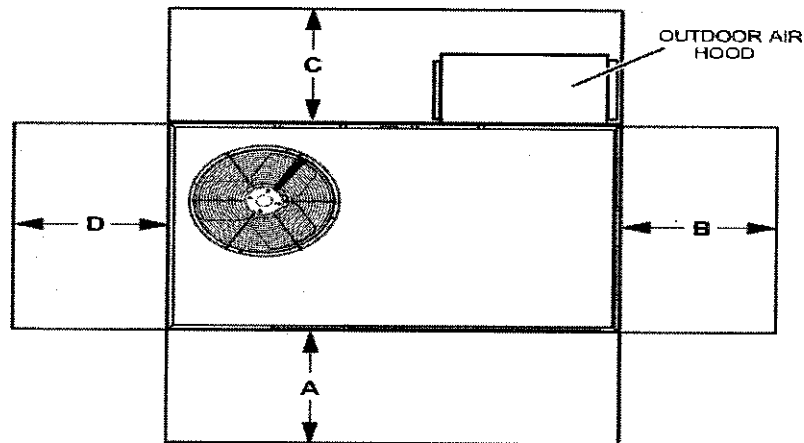


**END VIEW**

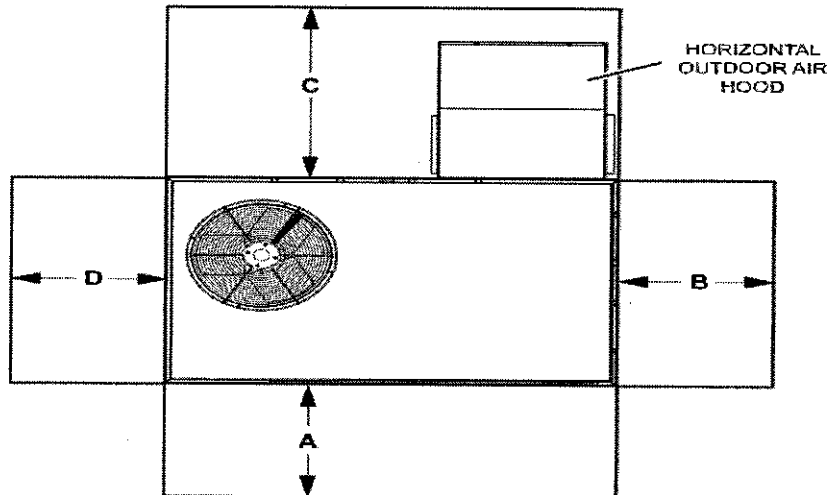


## UNIT CLEARANCES

### UNIT WITH DOWNFLOW ECONOMIZER



### UNIT WITH HORIZONTAL ECONOMIZER



1 Unit Clearance	A		B		C Downflow		C Horizontal		D		Top Clearance
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	
Service Clearance	36	914	36	914	36	914	60	1524	36	914	Unobstructed
Clearance to Combustibles	36	914	1	25	1	25	1	25	1	25	
Minimum Operation Clearance	36	914	36	914	36	914	60	1524	36	914	

NOTE - Entire perimeter of unit base requires support when elevated above the mounting surface.

<sup>1</sup> Service Clearance - Required for removal of serviceable parts.

Minimum Operation Clearance - Required clearance for proper unit operation.

**CITY OF WATERBURY  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM**

**Contract Recipient or Vendor Name:** M.J. Fahy & Sons Inc

**Requesting Department:** BOE

**Department Contact:** Fjorela Cucllari

**Description of Work To Be Performed:** Rooftop HVAC  
Replacement

**Estimated Contract Duration and End Date:** 1 year

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**Date Reviewed:** 5/6/21

**Insurance Certificate Term:** 9/1/20-9/1/21

**Payment / Performance Bond:**

**Verification of Existence of Fidelity and Surety in CT**

[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

**Insurance Carrier A.M. Best Rating:** A-/7 or better

**Comments:**

**Approved:** Yes



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**Risk Manager or Authorized Designee**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Ion Insurance Corporation  
1520 Highland Ave.  
Cheshire CT 06410

CONTACT  
NAME: Brian PaulPHONE  
(A/C, No, Ext): 203-714-8591FAX  
(A/C, No):E-MAIL  
ADDRESS: bpaul@ioninsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arbella Insurance Group

41360

INSURER B: Hartford Accident &amp; Indemnity

22357

INSURER C: Illinois Union Insurance Co.

27960

INSURER D:

INSURER E:

INSURER F:

INSURED  
M. J. Fahy & Sons Incorporated  
20 Judd Street  
Waterbury CT 06702

MJFAH-2

## COVERAGES

CERTIFICATE NUMBER: 579854868

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	8500070174	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1020087200	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	462008659	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Comp. Ops \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	31WECAH2DRU	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liability	Y		CPY G72522564 001	5/5/2021	5/5/2022	Per Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Rooftop HVAC Unites Replacement

Work: Removal and installation of 31 rooftop HVAC units (RTU) in 4 different schools (Bucks Hill, Chase, Wilson, &amp; West Side)

City of Waterbury is Additional Insured with regards to General Liability on a primary and non-contributory basis as long as a written contract is in place. All policies include a Waiver of Subrogation.

## CERTIFICATE HOLDER

## CANCELLATION

City of Waterbury  
236 Grand St  
Waterbury CT 06702-1930

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Minimum Rates and Classifications for  
Building Construction

ID#: 21-20325

Connecticut Department of Labor  
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Installation of HVAC Rooftop Units at Various Public Schools (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

Project: Installation of HVAC Rooftop Units at Various Public Schools (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

As of: March 2, 2021

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a

Project: Installation of HVAC Rooftop Units at Various Public Schools (Waterbury)

Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	42.0	19.55 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

*ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:*

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Project: Installation of HVAC Rooftop Units at Various Public Schools (Waterbury)

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

*As of:* March 2, 2021

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.4

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Contract with Richards Corporation for concrete stairs replacement at Wilson School.

Approved:

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Rocco F. Orso

## **Memorandum**

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: May 13, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** – Contract for Woodrow Wilson Elementary School concrete stairs replacement between City of Waterbury and Richards Corporation

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The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 203,500 for Woodrow Wilson Elementary School concrete stairs replacement between City of Waterbury and Richards Corporation

**This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.**

**The contract may be subject to non-substantial changes to be approved by Corporation Counsel.**

This contract was initiated under the Request for Proposal process (RFP #6948).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of Replacement of the Front and Back Concrete Stairs at Woodrow Wilson Elementary School. Contractor shall provide a turn-key operation for the replacement of the front and back stairs at Wilson School and shall provide all services, materials, labor, and equipment necessary to complete the Project.

The Contractor shall Substantially Complete all work and services required under this Contract within Forty-five (45) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Sixty (60) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

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 Clerk's Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.  
Chris Harmon  
Attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.

**CONTRACT**  
**for**  
**WOODROW WILSON ELEMENTARY SCHOOL**  
**CONCRETE STAIRS REPLACEMENT**  
**RFP No. 6948**  
**between**  
**City of Waterbury**  
**And**  
**Richards Corporation**

**THIS CONTRACT** (“Contract” or Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and RICHARDS CORPORATION (“Contractor” or “Richards”), located at 72 North Harwinton Avenue, Terryville, Connecticut 06786, a State of Connecticut duly registered domestic corporation (jointly referred to as the “Parties” to this Agreement)

**WHEREAS**, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 6948 for Replacement of Concrete Stairs at a Waterbury Public School, Woodrow Wilson Elementary School (“Wilson”); and,

**WHEREAS**, the City has selected Contractor to perform services regarding RFP Number 6948; and

**WHEREAS**, the City desires to obtain the Contractor's services for Concrete Stairs Replacement at Wilson pursuant to the terms set forth in this Contract (the “Project”).

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

**1.1.** The Project consists of Replacement of the Front and Back Concrete Stairs at Woodrow Wilson Elementary School; (“Wilson”) located at 235 Birch Street. The Project consists of and Contractor shall provide services for the completion of the Project, including, but not limited to: demolition, removal, and proper disposal of existing staircases, walkway, reinforcing materials and handrails in accordance with the Technical Specifications attached hereto in Attachment A; establish and re-level the area for new stairs and walkway as necessary; reinforce area using reinforcing steel in accordance with specifications; form and pour new concrete in walk-ways, sidewalks, sidewalks and steps as illustrated in the

specifications and drawings; ; provide and install metal treads, expansion joints, and safety bollards as required; and provide new handrails and provide hot-dipped galvanized steelwork as indicated in accordance with ASTM A123/A123M and touch up all surfaces in accordance to the technical specifications. Additionally Contractor shall: coordinate the special inspection of concrete with the third-party company hired by the City; clean the entire site; and regrade and reseed any damaged grounds as needed. Contractor understands it is fully responsible for the integrity of the site. Contractor understands it was responsible for verifying all measurements during the walkthrough. The existing granite steps and brick wing walls at the entrance of the school are not included in this project as stated and illustrated in the technical specifications and drawings. Contractor is responsible to ensure the project is compliance with OSHA Occupational Safety and Health Administration (OSHA) standards and all applicable safety, state and federal laws, standards and regulations. Overall, Contractor shall provide a turn-key operation for the replacement of the front and back stairs at Wilson School and shall provide all services, materials, labor, and equipment necessary to complete the Project as stated herein and detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** City of Waterbury RFP No. 6948, consisting of 8 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
- 1.1.2** Addendum #2 to RFP No 6948, dated April 20, 2021, consisting of 3 pages, attached hereto;
- 1.1.3** “Scope of Services, General Description, Technical Specifications” (RFP No. 6948’s attachment F, herein referred to as “Technical Specifications” and/or “Drawings”), consisting of 4 pages, attached hereto;
- 1.1.4** Contractor’s Revised Price Proposal, dated May 7, 2021, consisting of 2, attached hereto;
- 1.1.5** Contractor’s Schedule and Timeframe for Project submitted on May 10, 2021, consisting of 1 page, attached hereto;
- 1.1.6** Contractor’s Response to RFP No. 6948, including “Contractor Qualification Statement” (responsive attachment E to RFP) and its attachments, consisting of 19 pages, dated April 23, 2021 (excluding original price proposal, contract compliance documents and bid bond documents; incorporated by reference), attached hereto;
- 1.1.7** Contractor’s Certificate(s) of Insurance, incorporated by reference;
- 1.1.8** Contractor’s Performance Bond and Payment Bond, as applicable, incorporated by reference;
- 1.1.9** State Wage Rate Documentation, consisting of 9 pages, attached hereto;
- 1.1.10** Commission on Human Rights and Opportunities compliance documentation, dated April 23, 2021, consisting of 5 pages, (including any and all additional documents issued after execution of this agreement, incorporated by reference), attached hereto;
- 1.1.11** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 1.1.12** All Permits and Licenses, incorporated by reference; and

**1.1.13** Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

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

- 1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2** Contract Amendment(s) and Change Order
- 1.2.3** Addendum #2 to RFP No. 6948
- 1.2.4** Technical Specifications with Drawings
- 1.2.5** RFP Number 6948
- 1.2.6** Contractor's Revised Pricing

**2. Representations Regarding Qualification and Accreditation.** The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

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

**2.2 Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

**2.3 Background Checks.** If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities

set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1 Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

**3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the solicitation process to ask questions it saw fit and to review the responses from the City;

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

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for RFP Number 6948 (collectively "Proposal Documents");

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.8.1 Criminal Background Check and DCF Registry Check.** The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are may have direct contact with students have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

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

- 3.10 Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.
- 3.11 Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project. The City portion of the permit fees shall be waived.
- 3.12 Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.
- 3.13 Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- 3.14 Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

- 4.1** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.
- 4.2** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford

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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **forty-five (45) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **sixty (60) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time"). The Project shall be completed in accordance with the general timeframe provided in Contractor's Schedule and Timeframe submitted May 10, 2021, attached hereto as Attachment A.

### **5.1 Delay Damages**

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

**5.1.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

**5.2 No Damage for Delay.** In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract

Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1 Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **Two Hundred Three Thousand Five Hundred Dollars (\$203,500.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Proposal Price set forth in **Attachment A's** Contractor's Revised Price "Proposal" dated May 7, 2021 for Option 2, is attached hereto in Attachment A, and is summarized below:

<b>6.1.1</b>	<b>(Option 2) Item No. 1 Concrete</b>	.....	\$175,000.00
<b>6.1.2</b>	<b>(Option 2) Item No. 2 Railings</b>	.....	\$10,000.00
<b>6.1.3</b>	<b>10% Owner Contingency Allowance</b>	.....	\$18,500.00

**TOTAL..... \$203,500.00**

**6.2 Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five Percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3 Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding. Contractor understands any and all payment set forth herein is contingent upon receipt of grant funding and compliance with any and all grant requirements and parameters.

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

**6.4 Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP Number 6897 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5 Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

**6.7 Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.8 Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

- 6.9 Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

- 6.9.1** submit Applications for Payment in accordance with the following:

**6.9.1.1** The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

- 6.9.2** Progress and Final Payments

**6.9.2.1** The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

- 6.10** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule which shall generally comport with Contractor's preliminary schedule of work provided in its Revised Proposal, attached hereto as Attachment A. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the Final Completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

- 7.1** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The

Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

## **8. Passing of Title and Risk of Loss.**

- 8.1** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- 8.2** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- 8.3** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

## **9. Indemnification.**

- 9.1** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 9.2** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any

subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

**9.6** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the City delivers its written notice of its acceptance of the Project.

**11. Contractor's Insurance.**

**11.1** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 (or as otherwise approved by City's Department of Finance/Risk Management) has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

- 11.2** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 11.3** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 11.4** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:
- 11.4.1 General Liability Insurance:**  
\$1,000,000.00 each Occurrence  
\$2,000,000.00 General Aggregate  
\$2,000,000.00 Products/Completed Operations Aggregate  
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- 11.4.2 Automobile Liability Insurance:**  
\$1,000,000.00 combined single limit (CSL) Combined Single Limit Each Accident  
**Any Auto, All Owned and Hired Autos**  
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.
- 11.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut  
Employers': Employer Liability (EL):  
EL Each Accident **\$500,000.00**  
EL Disease Each Employee **\$500,000.00**  
EL Disease Policy Limit **\$500,000.00**  
Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- 11.4.4 Excess/Umbrella Liability Insurance:**  
\$1,000,000.00 each Occurrence  
\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

**11.4.5 Builder's Risk/Installation Floater Insurance:**

**\$1,000,000.00 each Occurrence or Limits Equaling the value of the Project.**

“All Risk” Builders Risk/Installation Floater insurance (also known as “course of construction”) coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City’s Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance:**

**\$1,000,000.00 each Occurrence/Claim**

**\$1,000,000.00 Aggregate**

**There will be no exclusion for Hazardous Materials, including Asbestos and Lead.**

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

**11.7 Certificates of Insurance:** All Contractor’s Insurance except Workers’ Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder’s Risk. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor’s policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation Professional Liability. All policies shall include a Waiver of Subrogation, except Builder’s Risk**

**and Professional Liability.** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

- 12.2 Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to

any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**12.3 Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4 Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1** Definitions – For purposes of this paragraph:

**12.4.1.1** "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**12.4.1.2** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**12.4.1.3** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation,

conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

**12.4.4.1** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

**12.4.4.2** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**13.2 Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or association, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

**13.3 Affirmative Action.**

**13.3.1 Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.1.1** Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

**13.3.1.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

**13.3.1.1.2** The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an

"affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

**13.3.1.1.3** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.1.1.4** The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

**13.3.1.1.5** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

**13.3.1.1.6** If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2 Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

**13.3.2.1** Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

**13.3.2.1.1** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

**13.3.2.1.2** The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

**13.3.2.1.3** The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

**13.3.2.1.4** The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

**14. Good Jobs Ordinance: Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1** The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.4 Definitions.** For purposes of this paragraph:

**14.4.1** “Administrator” shall be defined as it is in the Good Jobs Ordinance.

**14.4.2** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.

**14.4.3** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.

**14.4.4** "Contractor" shall be defined as it is in the Good Jobs Ordinance.

**14.4.5** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

**14.4.6** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

**14.4.7** "Resident" shall be defined as it is in the Good Jobs Ordinance.

**14.4.8** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

**14.5.1** at least thirty percent (30%) of its total worker hours performed by City Residents, and

**14.5.2** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

**14.5.3** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

**14.5.4** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

**14.5.5** a minimum of five percent (5%) of the construction workforce labor hours will be women, and

**14.5.6** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

**14.5.7** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

**14.8.1** The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

**14.8.2** The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

**14.8.3** The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

**14.8.4** The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

#### **14.9 Liquidated Damages Applicable To Section 14.1 through 14.8**

**14.9.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

**14.9.1.1** issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

**14.9.1.2** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during

a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.9.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.9.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.9.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.9.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.9.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

**15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous

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

- 15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 15.6** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Termination.**

- 16.1 Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

**16.3 Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

#### **16.4 Rights Upon Termination.**

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

**17. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their

respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:

- 17.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 17.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- 17.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 17.4** strikes and labor disputes; and
- 17.5** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Contract and the schedule set forth in Section 5 of this Contract.

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

- 18.1** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- 18.2** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.
- 18.3** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

**21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

**23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

**27. Changes in the Project: Change Orders.**

**27.1 Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**27.2 Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

**27.2.1.1** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

**27.2.1.2** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3 City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4 Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 6948 and its attachment F Scope of Services, (ii) the Contractor's Revised Proposal dated April 26, 2021; and (iii) Contractor's "Preliminary Schedule" in its Additional Information provided. Said historical documents are attached hereto as part of **Attachment A.**

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

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

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

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

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

**32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

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

Contractor: Richards Corporation  
72 North Harwinton Avenue  
Terryville, Connecticut 06786

City: City of Waterbury, Department of Education  
Attn: School Inspector's Office  
236 Grand Street  
Waterbury, Connecticut 06702

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

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

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

**34.2** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former

Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- 34.3** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 34.4** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 34.6** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 34.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

- 34.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- 34.9** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- 34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of Waterbury and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- 34.11** The Contractor is hereby charged with the requirement that it shall have knowledge of, and if applicable, shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.
- 34.12** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- 34.13 INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

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

**34.15 FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

**35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

**35.2 Bid or Proposal:** The form on which the bidder or proposer is to submit a bid or proposal for the Work contemplated.

**35.3 Bidder or Proposer:** A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

**35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.

**35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.

**35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, (iii) any identified Milestone, and (iv) any identified Phased Completion Date.

**35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

**35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract as may be included in **Attachment A** hereto.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: Department of Education, School Inspector's Office

[Signature page follows]

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

Print Name:

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print Name:

Date: \_\_\_\_\_

**WITNESSES:**

**RICHARDS CORPORATION**

Sign: \_\_\_\_\_

Print Name:

By: \_\_\_\_\_

Print Name:

Sign: \_\_\_\_\_

Print Name:

Its: \_\_\_\_\_

(Title)

Date: \_\_\_\_\_

## **ATTACHMENT A**

- 1.** City of Waterbury RFP No. 6948, consisting of 8 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
- 2.** Addendum #2 to RFP No 6948, dated April 20, 2021, consisting of 3 pages, attached hereto;
- 3.** “Scope of Services, General Description, Technical Specifications” (RFP No. 6948’s attachment F, herein referred to as “Technical Specifications” and/or “Drawings”), consisting of 4 pages, attached hereto;
- 4.** Contractor’s Revised Price Proposal, dated May 7, 2021, consisting of 2, attached hereto;
- 5.** Contractor’s Schedule and Timeframe for Project submitted on May 10, 2021, consisting of 1 page, attached hereto;
- 6.** Contractor’s Response to RFP No. 6948, including “Contractor Qualification Statement” (responsive attachment E to RFP) and its attachments, consisting of 19 pages, dated April 23, 2021 (excluding original price proposal, contract compliance documents and bid bond documents; incorporated by reference), attached hereto;
- 7.** Contractor’s Certificate(s) of Insurance, incorporated by reference;
- 8.** Contractor’s Performance Bond and Payment Bond, as applicable, incorporated by reference;
- 9.** State Wage Rate Documentation, consisting of 9 pages, attached hereto;
- 10.** Commission on Human Rights and Opportunities compliance documentation, dated April 23, 2021, consisting of 5 pages, (including any and all additional documents issued after execution of this agreement, incorporated by reference), attached hereto;
- 11.** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
- 12.** All Permits and Licenses, incorporated by reference; and
- 13.** Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (#6948)  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
WOODROW WILSON ELEMENTARY SCHOOL CONCRETE STAIRS  
REPLACEMENT**

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**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the "City") is seeking Proposals for Woodrow Wilson Elementary School Concrete Stairs Replacement (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

**C. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**D. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **Forty (40) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

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2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 04/19/2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 04/20/2021.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid conference will be held on 04/15/2021 at 10:00 AM, at Wilson School located at 235 Birch St, Waterbury CT 06704. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**

**F. Management**

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

**G. Conditions**

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel

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from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

**H. Submittal Requirements & Required Format**

**One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 11:30 a.m. on April 23, 2021. No proposals received after that time shall be considered.**

**Mr. Kevin McCaffery**

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**Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702**

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

**2. Each Proposal shall contain the following four (4) forms, fully completed, as follows:**

**a. Contract Compliance Documents (Attachment A)**

- i. Proposers shall complete Attachment A documents which includes Outstanding Purchase Orders and Contracts with the City, Financial Interest Disclosure & Corporate Resolution.
- ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.

**b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**

- i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

**c. Price Proposal (Attachment D).**

- i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
- iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

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**d. Contractor's Qualification Statement (Attachment E).**

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

**3. Proposals may, at Proposer's discretion, contain the following:**

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

**1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

**2. Selection Process**

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**J. Rights Reserved to The City**

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

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**K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.**

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

**L. State Set-Aside Requirements**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**M. Insurance Requirements**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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.

At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP 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. If any policy is written on a "Claims Made" basis, the policy must be continually

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

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

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

**Workers Compensation:**   **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$500,000 EL each Accident**  
   **\$500,000 EL Disease each Employee**  
   **\$500,000 EL Disease Policy Limits**

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

**Builder's Risk/Installation Floater Insurance:** **\$1,000,000 each Occurrence OR Limits equaling**  
   **The Value of the Project**

**Contractors Pollution Liability Insurance:**   **\$1,000,000 each Occurrence/Claim**  
   **\$1,000,000 Aggregate**

**There will be no exclusion for Hazardous materials, including Asbestos and Lead**

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to

**CITY OF WATERBURY  
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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: **“Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies shall include a Waiver of Subrogation”**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Invitation to Bid,” “ITB” or words/terms of similar import shall, for the purposes of this solicitation, mean “Request for Proposal” and/or “RFP” as the context so requires. Additionally, all references therein to “Bid” shall mean “Proposal” as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Contractor”, “Vendor” and/or “Consultant” shall mean “Proposer” or “Successful Proposer” as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Bid” or “Bid Form” shall mean “Price Proposal” as the context so requires.

**O. Performance/Payment Bonds**

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**Q. Prevailing Wages**

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**

**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #2**

**April 20, 2021**

**RFP #: 6948**

**Project Title: Woodrow Wilson Elementary School Concrete Stair Replacement**

Please find questions and answers below.

**Question:** Please issue spec for rails - galv, painted, or powder coat.

**Answer:** Provide hot-dipped galvanized steelwork as indicated in accordance with ASTM A123/A123M. Touch up abraded surfaces and cut ends of galvanized members with zinc-dust, zinc-oxide primer, or an approved galvanizing repair compound.

**Question:** Replacement rails should be the same location as existing (center single) or new pair placed on outside edge of stair.

**Answer:** The same as currently configured.

**Question:** Please confirm if step/stair portions of the walk area are to have footings to frost (42")

**Answer:** Footings to 42".

**Question:** Please confirm if side walls/curbs are integral with walk or go to frost depth

**Answer:** Integral with walk to a depth of 8" below walk

**Question:** Please advise if City Permit Fee will be waived since this is a City project

**Answer:** The permit is required and the contractor shall be responsible for obtaining the necessary permits. The City portion of the permit fees shall be waived.

**ADDENDUM #2**

**RFP #: 6948**

**Project Title: Woodrow Wilson Elementary School Concrete Stair Replacement**

**Question:** Will you be posting the sign in sheet from the Mandatory Pre Bid Meeting being held on 4/15/21? Also will you be posting the bid results?

**Answer:** Please find the sign in sheet attached

**Thank you.**

**Kevin McCaffery**

**Director of Purchasing – City of Waterbury**

Date: April 15, 2021  
10:00am

Project: Wilson Stairs Repair (RFP #6948)  
School: Wilson School

COMPANY INFORMATION

Representative: Ryan Cook  
Company Name: Crestone Landscaping  
City: Bethlehem  
State: CT Zip: 06751  
Tel: 203-592-6432 Fax: \_\_\_\_\_  
E-Mail Address: CrestoneLO@bestmail.com

Representative: Joe Martin  
Company Name: Richards Corp  
City: Terryville  
State: CT Zip: 06786  
Tel: 860-426-5422 Fax: \_\_\_\_\_  
E-Mail Address: jmartin@richardscorp.com

Representative: DAN Haulman  
Company Name: CHOVEN CONSTRUCTION CO  
City: 25 ALLEN LANE BRISTOL CT  
State: \_\_\_\_\_ Zip: 06010  
Tel: 860 685-6332 Fax: 860 682-6896  
E-Mail Address: CHOVEN CONSTRUCTION@COMCAST.NET

Representative: ROEL LEGASPI  
Company Name: NOSAL BUILDERS, INC.  
City: CHESTER  
State: CT Zip: 06410  
Tel: 203-439-9320 Fax: \_\_\_\_\_  
E-Mail Address: estimating@nosalbuilders.com

Representative: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CITY OF WATERBURY  
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**RFP # 6948  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

The School Inspector's Office of the Waterbury Board of Education is looking to repair the concrete walkway and stairs at Wilson School

**Front Stairs**

**Granite stairs and brick walls on the 2 sides of these stairs (gray area in the drawing) not to be included in this bid.**

**Contractor shall:**

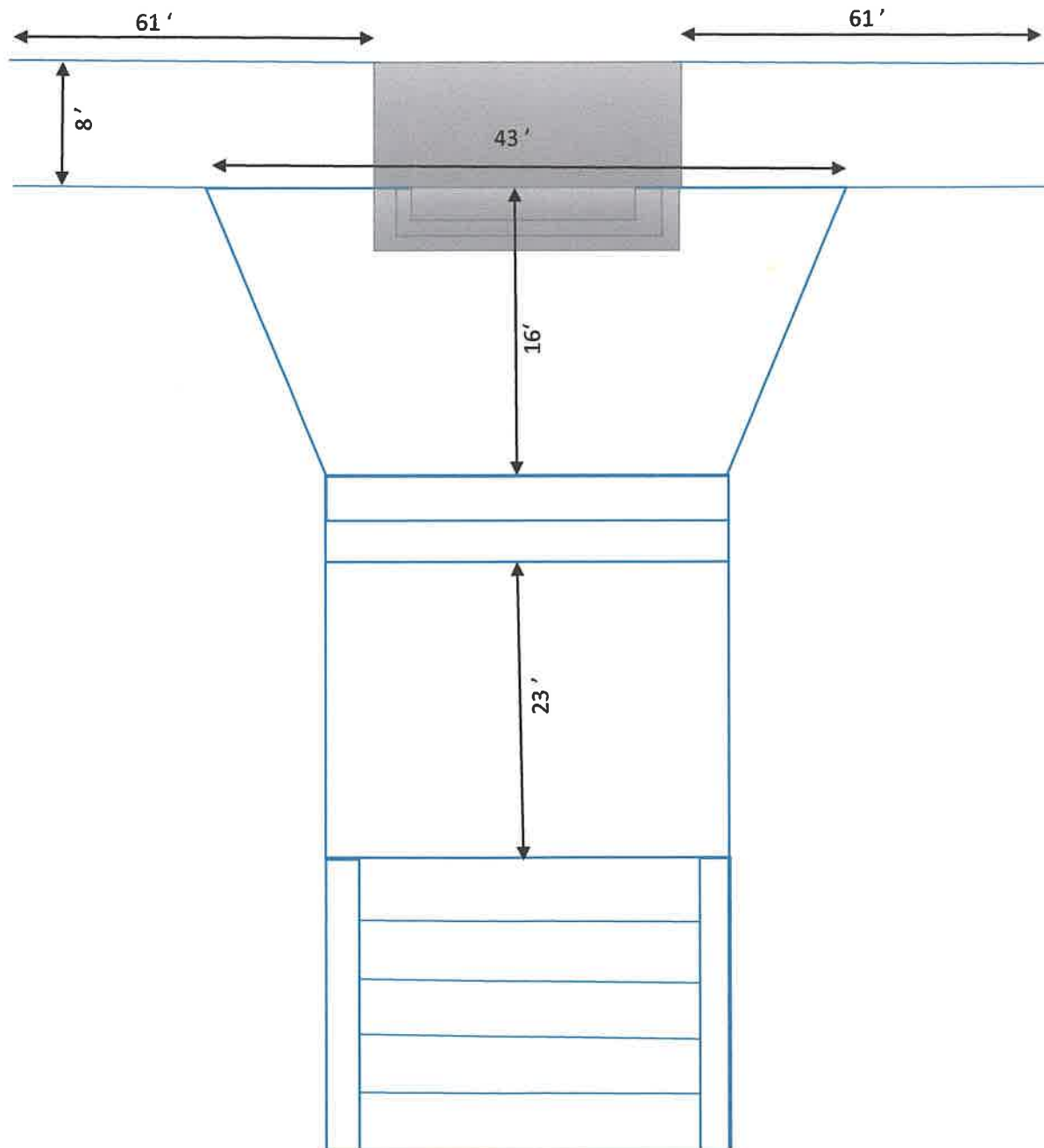
- ✚ Demolish and remove the existing old materials in the walkway and steps (concrete, asphalt, old reinforcing material etc.)
- ✚ Establish the area at the existing height of the finished concrete
- ✚ Re-level the area with gravel as needed and tamping to at least 5" average depth.
- ✚ Reinforce:
  - Left and right side walks shall contain 4 61 Foot x 5/8 inch reinforcing steel covered with 6x6x10x10 mash wire mat
  - Front walkway will contain 5 53 Feet x 5/8 inch reinforcing steel covered with 6x6x10x10 mesh wire mat
  - Each step must contain 4 lengths of 5/8 inch reinforcing steel
- ✚ Form and pour new concrete in the front walk-way, sidewalks and steps as showed in the drawings and as verified during the walk through.
- ✚ Expansion joints every 10 Feet in the new concrete and against the existing structure as needed.
- ✚ Concrete shall be 3/8 inch stone, 5000 lbs mix with wire mesh, fiber and no air added
- ✚ Install metal treads on the front edge of each step, 3" x 1/2"
- ✚ Install 2 new handrails at the same locations as existing (1 at the middle of each pair of stairs). Provide hot-dipped galvanized steelwork as indicated in accordance with ASTM A123/A123M. Touch up abraded surfaces and cut ends of galvanized members with zinc-dust, zinc-oxide primer, or an approved galvanizing repair compound. Install on 4x4x1/4" plates using drop anchors with grade bolts
- ✚ Be responsible for coordinating the special inspection of concrete with third-party company hired by the City
- ✚ The contract is responsible to provide all necessary materials and equipment to get the job done.
- ✚ Contractor shall clean up the entire site, regrading and reseeding of any damaged grounds as needed. Full responsibility for the integrity of the site.
- ✚ Complete the project over the summer.
- ✚ \*Existing granite steps and brick wing walls at the entrance of the school are NOT included in this bid.
- ✚ \*Contractor has to verify the measurement during the walkthrough

CITY OF WATERBURY  
BOARD OF EDUCATION

RFP #6948

FRONT STAIRS

S C H O O L   B U I L D I N G



## **Back Stairs**

Contractor shall:

- ✚ Remove and dispose of existing stairs, handrails and other old materials
- ✚ Establish the area
- ✚ Reinforce using 5/8 inch reinforcing steel
- ✚ Form and pour new concrete in the front walk-way, sidewalks and steps as showed in the drawings and as verified during the walk through.
- ✚ Install 2 Expansion joints (one at each railing in the middle of the stairs)
- ✚ Install 4 new handrails at the same locations as existing. Provide hot-dipped galvanized steelwork as indicated in accordance with ASTM A123/A123M. Touch up abraded surfaces and cut ends of galvanized members with zinc-dust, zinc-oxide primer, or an approved galvanizing repair compound.
- ✚ Install 5 Steel Safety Bollards as shown on the Figure 1. Bollards height to be 4'
- ✚ Install metal treads on the front edge of each step
- ✚ Make sure that steps are uniform
- ✚ Concrete specifications to be identical as the Front Stairs
- ✚ Be responsible for the proper protection of the concrete until it has sufficiently cured. Areas of new concrete must be properly barricaded
- ✚ Be responsible for coordinating the special inspection of concrete with third-party company hired by the City
- ✚ Complete the project over the summer
- ✚ Provide drawings for the project
- ✚ Provide all necessary materials and equipment to get the job done.
- ✚ Clean up the entire site, regrading and reseeding of any damaged grounds as needed. Full responsibility for the integrity of the site.

\*Existing brick walls remain in place

\*Contractor has to verify the measurement during the walkthrough

\*Project to be compliant with OSHA Occupational Safety and Health Administration

## BACK STAIRS

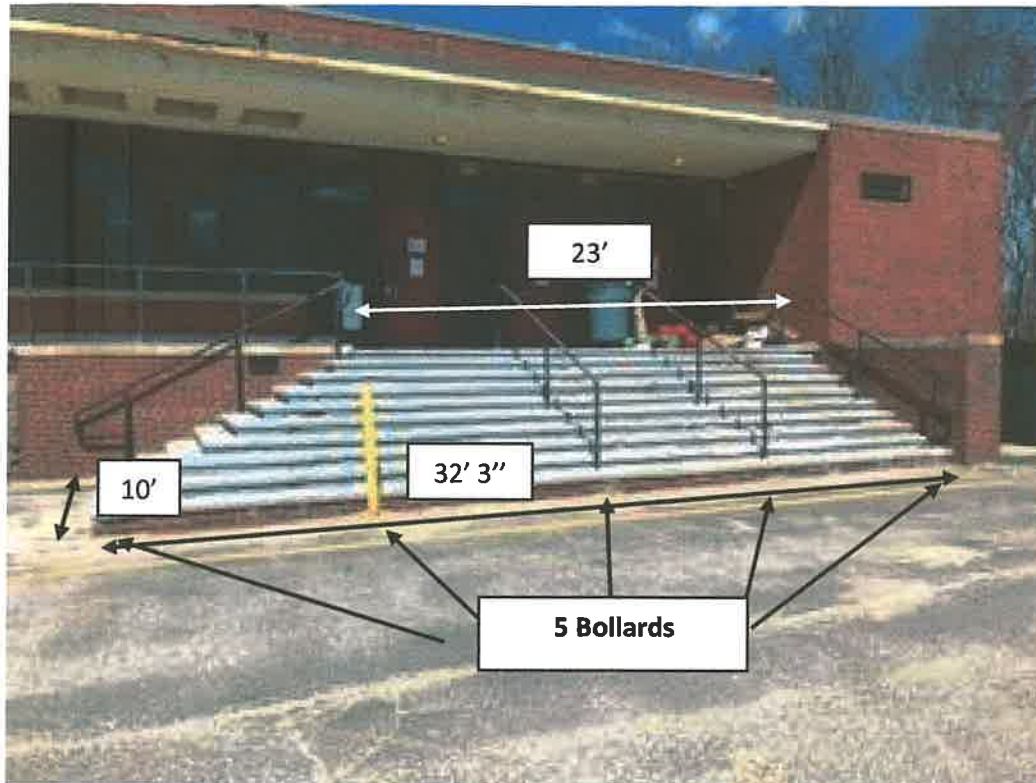


Figure 1: Front View

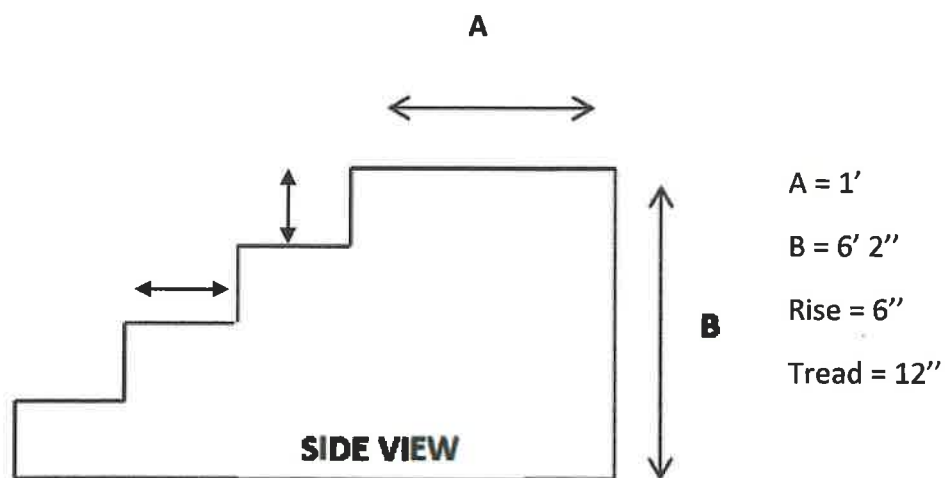
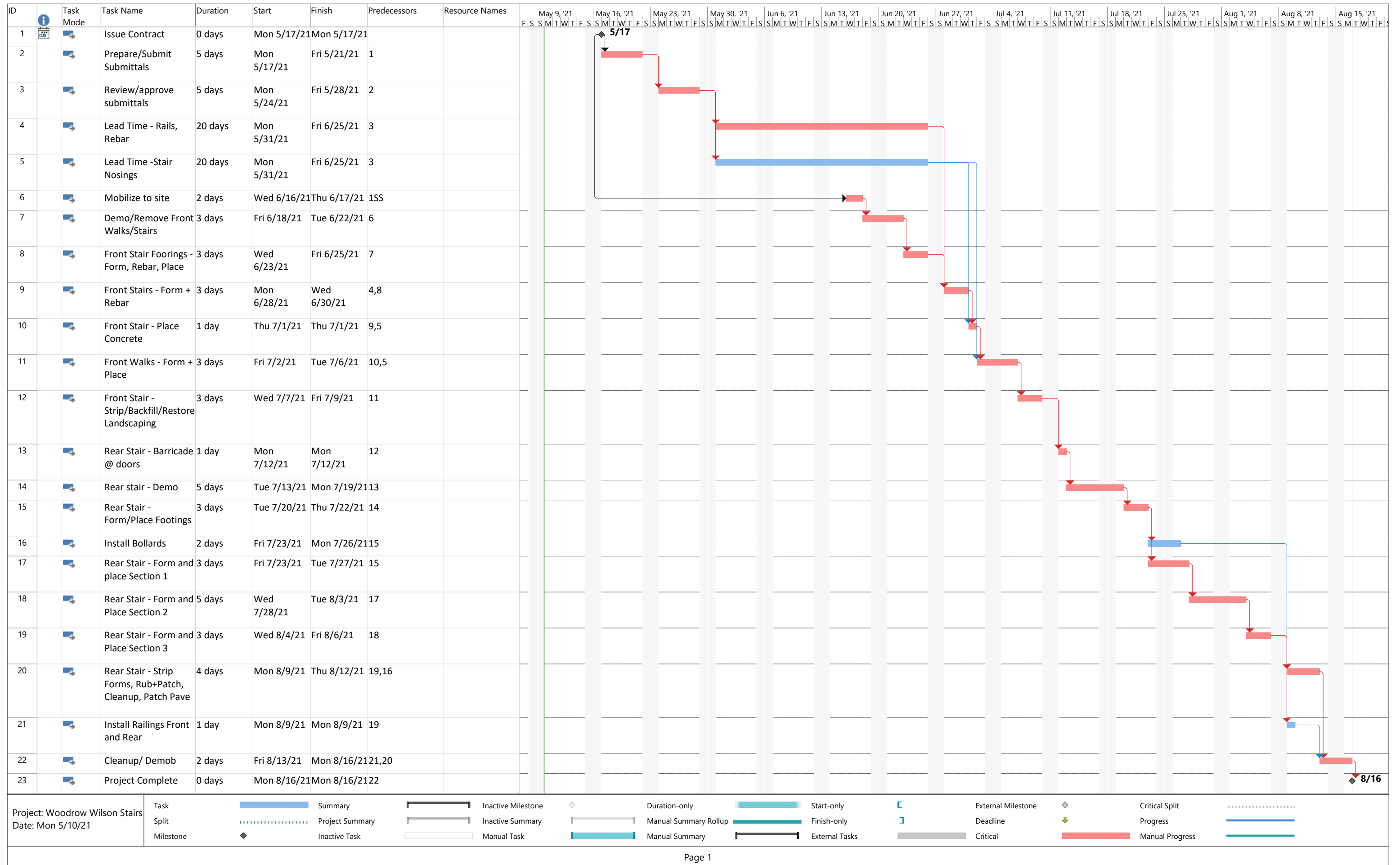


Figure 2: Side View



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6948  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: 5/7/2021 \_\_\_\_\_

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Richards Corporation

\_\_\_\_\_  
(Print or Type Company/Corporate Name)

72 North Harwinton Avenue

\_\_\_\_\_  
(Print or Type Business Address)

Terryville CT 06786  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

		Sq Ft of Concrete	Price/Sq Ft	Total
Option 1	Walkway and stairs at Wilson School (precast stair sections)			No bid
Option 2	Walkway and stairs at Wilson School (Cast-in-place stair sections)	2,016	\$91.77	\$185,000.00

Option 1	REPAIR CONCRETE WALKWAY AND STAIRS	
Item	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.	Concrete	\$ _____
2.	Railings	\$ _____
	Total (Item 1+2)	\$ No Bid .00

Option 2	REPAIR CONCRETE WALKWAY AND STAIRS	
Item	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.	Concrete One Hundred Seventy-Seven Thousand Seven Hundred Seventy One Dollars Zero Cents	\$ 175,000.00
2.	Railings Ten Thousand Dollars Zero Dollars	\$ 10,000.00
	Total (Item 1+2) One Hundred Eighty-Seven Thousand Seven Hundred Seventy One Dollars Zero Cents	\$ 185,000 .00

**END OF ATTACHMENT D**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 6948  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

NAME: Richard M. Doyle, Jr.

BUSINESS NAME: Richards Corporation ( ☒ ) Corporation

( ☐ ) Partnership

OFFICE ADDRESS: 72 North Harwinton Avenue, Terryville CT 06786 ( ☐ ) Individual

( ☐ ) Joint Venture

( ☐ ) Other \_\_\_\_\_

PRINCIPAL OFFICE: same as above

BUSINESS TELEPHONE NUMBER: 860-583-9229

BUSINESS FAX NUMBER: 860-582-5202

BUSINESS EMAIL ADDRESS: rdoylejr@richardscorp.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

54 years

2. How many years has your organization been in business under its present business name?

54 years

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: June 1968

State of Incorporation: CT

President/Member: Richard M. Doyle, Jr.

Vice Presidents/Members: Dennis Doyle

Secretary/Member: Donna Santos

Treasurer/Member: Richard A. Green, Jr.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: N/A

State of Operation: \_\_\_\_\_

Officers and Titles:

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5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

See attached WIP

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NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? No

If YES, please explain circumstance(s):

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**CITY OF WATERBURY  
BOARD OF EDUCATION**

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7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

None

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8. List your major equipment available for this contract.

See attached Equipment List

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9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

Project Manager	Joe Martin / 860-426-5422
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at Richards Corporation this 23<sup>rd</sup> day of April, 2021

Name of Contractor:  
Richards Corporation

By: 

Richard M. Doyle, Jr.

(Print and sign name of duly authorized principal)

Title:  
President

**END OF ATTACHMENT E**



# WORK IN PROCESS

Date: 4/15/2021

Job No	Project Name	LOCATION	OWNER/CONSTRUCTION MANAGER	CONTRACT	PERCENT COMPLETE	Billed	BALANCE TO COMPLETE	COMPLETION DATE
434	BRADLEY INTL AIRPORT	WINDSOR LOCKS	KBE BUILDING CO	13,028,088.36	52%	\$ 6,797,333.57	6,230,734.79	8/31/2021
442	MARITIME AQUARIUM	NORWALK CT	O & G INDUSTRIES, INC.	3,144,625.07	91%	\$ 2,864,881.32	279,743.75	5/31/2021
444	COLEYTOWN MIDDLE SCHOOL	WESTPORT CT	Newfield Construction	1,166,370.32	94%	\$ 1,091,068.63	75,301.69	5/31/2021
448	CUTLER ELEMENTARY	GROTON CT	O & G INDUSTRIES, INC.	4,905,533.00	73%	\$ 3,562,015.04	1,343,517.96	6/30/2021
449	WESTSIDE ELEMENTARY	GROTON CT	O & G INDUSTRIES, INC.	5,447,392.00	63%	\$ 3,405,561.40	2,041,830.60	6/30/2021
450	DOT BARKHAMSTED RT 318	BARKHAMSTED CT	CONNDOT	2,273,707.00	76%	\$ 1,733,976.53	539,730.47	6/30/2021
451	CT WATER WALL STREET	HEBRON CT	CT WATER COMPANY	422,575.75	91%	\$ 383,138.79	39,436.96	3/15/2021
452	TUX TRAILER LOT	BLOOMFIELD CT	KBE BUILDING CO	2,657,000.00	0%	\$ -	2,657,000.00	8/31/2021
453	UCONN NER STEAM REPAIR	STORRS CT	UCONN	326,777.00	0%	\$ -	326,777.00	7/31/2021
454	SACRED HEART HOCKEY RINK	FAIRFIELD CT	CONSIGLI CONSTRUCTION	3,944,177.00	0%	\$ -	3,944,177.00	12/31/2021
455	ELLA GRASSO ATHLETIC FIELD	GROTON CT	CT DEPT ADMIN SERVICES	7,999,039.00	0%	\$ -	7,999,039.00	3/31/2022
3300	COLLINS AREA 770/780	DANBURY CT	COLLINS AEROSPACE	2,526,725.88	84%	\$ 2,117,332.83	409,393.05	6/30/2021
3310	PRONTO ALPHA	BROOKFIELD CT	PRONTO ENVIRONMENTAL	175,259.50	78%	\$ 136,016.00	39,243.50	5/15/2021
3312	COLLINS AREA 770/780 PH 2	DANBURY CT	COLLINS AEROSPACE	1,683,638.32	86%	\$ 1,455,723.69	227,914.63	7/31/2021
3340	SIK EGRESS STAIR	BRIDGEPORT CT	SIKORSKY AIRCRAFT	192,924.00	52%	\$ 100,000.00	92,924.00	7/31/2021
3359	Collins Ph 3 Shell	DANBURY CT	COLLINS AEROSPACE	434,259.15	11%	\$ 47,173.55	387,085.60	5/15/2021
3360	Collins Ph 4 Interior Finishes	DANBURY CT	COLLINS AEROSPACE	1,234,705.95	8%	\$ 96,646.53	1,138,059.42	7/15/2021
3365	P&W N1 LAB	EAST HARTFORD CT	PRATT & WHITNEY	389,977.00	7%	\$ 26,254.17	363,722.83	7/15/2021
3366	COLLINS OHD & CEILING	DANBURY CT	COLLINS AEROSPACE	252,969.43	0%	\$ -	252,969.43	7/15/2021
3374	COLLINS Ph 5 MEP	DANBURY CT	COLLINS AEROSPACE	1,363,854.87	5%	\$ 64,462.32	1,299,392.55	10/15/2021
3376	PLUMBING DEPT RELOCATION	BRIDGEPORT CT	SIKORSKY AIRCRAFT	977,779.00	75%	\$ 736,276.55	241,502.45	7/15/2021
3386	SIK BRENTON ROOM UPGRADE	BRIDGEPORT CT	SIKORSKY AIRCRAFT	147,102.00	42%	\$ 61,974.24	85,127.76	6/30/2021
3389	UCONN OLYMPIC MONUMENT	MANSFIELD CT	UCONN	170,130.43	1%	\$ 1,871.00	168,259.43	6/30/2021
	<b>TOTAL</b>			<b>54,864,590.03</b>		<b>24,681,706.16</b>	<b>30,182,883.87</b>	

= Bonded

**100 PICKUPS/AUTOS**

<b>ID #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
102	1983	CHEVROLET	K30	1GBJK34J5DV115208
112	2001	FORD	F350	1FDSF35L61EB36256
124	2006	GMC	C550	1GDE5C1246F407328
125	2004	GMC	HD2500	1GTHK24U54E229000
127	2007	Chevrolet	LD2500	1GC4K24657E595173
134	2010	Chevrolet	1500	3GCRKREA5AG190608
142	2011	Chevrolet	Colorado	1GCHTDFE3B8108413
143	2011	Ford	F350	1FD7X3B60BEB82412
144	2011	International	TerraStar	1HTJSSKK8CJ606172
146	2011	Chevrolet	2500HD	1GC0KVC9BZ412304
147	2012	Chevrolet	3500HD	1GC5K0E83CZ246006
148	2011	Dodge	Ram 2500	3D7TT2CT7BG552847
149	2011	Chevrolet	Equinox	2CNFLCE9B6351405
150	2014	Chevrolet	1500	3GCUKDEC9EG126187
151	2014	Chevrolet	1500	3GCVKPEC3EG166796
152	2014	Chevrolet	1500	3GCUKPECOEG161135
153	2005	GMC	4500	1GDE4C3205F508462
154	2015	Chevrolet	2500	1GBOKUEG5FZ502924
155	2015	Chevrolet	2500	1GBOKUEG1FZ526704
156	2015	Chevrolet	1500	3GCUKREC1FG391957
157	2015	Chevrolet	1500	3GCUKREC8FG390112
158	2015	Chevrolet	1500	1GCUKSEC2FF204282
160	2015	Chevrolet	1500	1GCNKREC3FZ416250
161	2017	Chevrolet	2500HD	1GB0KUEG8HZ242859
162	2017	Chevrolet	3500HD	1GC4KYCG2HF102864
163	2017	Chevrolet	3500HD	1GC4KYCGXHF100344
164	2017	Chevrolet	1500	1GCUKRECXHZ216355
165	2017	Ford	F550	1FDUF5GT2HDA06590
166	2018	Chevrolet	1500	1GCUKREC8JZ166156
167	2018	Chevrolet	1500	1GCUKREC2JZ250005
168	2018	Chevrolet	1500	3GCUKSEC3JG252624
169	2018	Chevrolet	2500HD	1GCZKVEG5JZ213822
170	2017	Ford	F450	1FDUFYGY6HED38970
171	2018	Ford	F350	1FT8W3B67JEB46257
172	2017	Ford	F450	1FD0X4GY5HED35117
173	2017	GMC Sierra	1500	1GTN1LEC5HZ906367

## 200 On-Road Trucks/Trailers

[illegible]

[illegible][illegible]

**400 Excavators**

<b>ID #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
417	2007	HITACHI	225USLC	FF01GFQ114379
422	2011	KOMATSU	PC350LC-8	A10261
423	2011	KOMATSU	PC220LC-8	A88988
424	2012	JOHN DEERE	35D	1FF035DXVBG267582
425	2012	JOHN DEERE	50D	1FF050DXPBG275978
426	2012	HITACHI	ZX290LC-5	1FFDDB70VBE830041
427	2013	KOMATSU	PC160-8	25968
428	2011	KOMATSU	PC220-8	A89022
429	2015	KOMATSU	PC240LC-11	95078
430	2016	HITACHI	ZX50U-5	HCM AED60T00282596
431	2016	HITACHI	ZX300LC-6	1FFDDP70LGF840103
432	2016	HITACHI	ZX85USB-5N	HCMDEF60J00018016
433	2011	KOMATSU	PC35MR-3	18173
434	2016	KOMATSU	PC290LC-10	A25872
435	2017	KOMATSU	PC45MR-5	30910
436	2017	KOMATSU	PC360LCi-11	A38040
437	2016	HITACHI	ZX35U-5	HCMADG60V00276647
438	2018	KOMATSU	PC45MR-5	30930
439	2017	HITACHI	ZX35U-5	HCMADG60T00278133
440	2018	KOMATSU	PC35MR-5	31116
441	2017	KOMATSU	PC138USLC-11	50989
442	2019	KOMATSU	PC290LC-11	K73120
443	2019	HITACHI ZX60	ZX60U-5	HCM AFC60P00290187

**500 Dozers**

<b>ID #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
501	2000	DRESSER	TD15	420
503	2000	JOHN DEERE	JD650H	TO650HX886856
504	2003	JOHN DEERE	JD 450H	TO450HX906825
505	2004	KOMATSU	D61EX-12	B1865
506	2005	KOMATSU	D41EX	B40517
508	2008	JOHN DEERE	650J	TO650JX161217
509	2009	JOHN DEERE	450J	TO450JX132306
510	2011	JOHN DEERE	450J	1TO450JXKBD208775
511	2014	KOMATSU	D51PXi-22	B13823
512	2018	KOMATSU	D39PXi-24	96000

**600 Loaders**

<b>ID #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
603	2007	KOMATSU	WA380	A52081
604	2002	JOHN DEERE	JD 644	DW644HX583599
605	2003	JOHN DEERE	JD 644H	DW644HX588096
606	2006	JOHN DEERE	544J	DW544JZ604587
607	2008	KUBOTA	R420S2	10958
608	2009	JOHN DEERE	544H	DW544HX589360
609	2010	WACKER	WL280	341020928
610	2010	JOHN DEERE	544K	DW544KZ627443
611	2014	Komatsu	WA320-7	80201
612	2017	KOMATSU	WA320-8	A38196
613	2018	KUBOTA	R530R43	10892
614	2011	Komatsu WA320-6	WA320-6	A35231

## 700 Combo-Small Machines

ID #	Year	Make	Model	Serial Number
701	2003	JOHN DEERE	410G	T0410GX919317
702	1997	JOHN DEERE	410E	T0410EX883565
703	2003	JOHN DEERE	310SG	T0310SG915289
705	2007	CASE	95XT	
707	2005	JOHN DEERE	110	LV0110T31Z092
708	2007	Case IH Tractor	DX45	27DE25231/Y7M2160
709	2011	Mahindra 8560	8560	KNGC1298-11335890
710	2012	JOHN DEERE	320D	1T0320DBECG222898
711	2013	Caterpillar Skid Steer	242B3	SRS01995
712	2015	Kubota svl75-2hwc	SVL75	23706
713	2015	Clark C30C Forklift	C30C	C232L-0755-9855
714	2016	Caterpillar Skid Steer	242D	DZT01553
715	2017	Kubota svl75-2hwc	SVL75	28303
716	2018	John Deere	320G	1T0320GKKJJ338863
717	2012	Caterpillar Telehandler	TL1055C	0KDE00374

## 800 Rollers-Pavers-Graders

[illegible]

**900 Other**

ID #	Year	Make	Model	Serial Number
901	2006	EXTEC	E7 SCREENER	9849
902	2005	TRAMAC Hammer	V46	158302
905	2005	JOHN DEERE	GATER	004XZX073030
906	2006	JOHN DEERE	POWER RAKE	TOPR72B700104
907	2006	SALSCO	HAY CHOPPER	00120020057
909	2006	WOODS	OVERSEEDER	1050337
911	2006	Land Pride	Rototiller	
912	2007	JOHN DEERE	PA30 POWER AUGER	TOPA30X700648
913	2007	AUGERS	6" 12" 18" 24'	
914	2008	JOHN DEERE	110 BACKHOE	TOO110A104730
915	2008	TRAMAC	70 HAMMER	86574639
916	2008	GLEN MAC	110 HARLEY RAKE	T65F311
917	2008	SULLIVAN	D185Q	8028
919	2008	BobCat Broom	84"	231412576
922	2008	John Deere BR72	72" SKID STEER BROOM	TOBR72X110044
923		Finlay Stacker		
924	2008	PROTECH 14' PUSHER	SNOWPUSHER	28467
925	2008	PROTECH 14' PUSHER	SNOWPUSHER	28479
926	2009	Multiquip DCA-70SSJU	DCA-70 GENERATOR	7302001
927	2010	John Deere BR72 Broom		TOBR72X120059
928	2009	Ingersall Rand P185WJD	Air Compressor	407370UBTD08
929	2009	PROTECH 8' PUSHER	SNOWPUSHER	21989
931	2011	Polaris	500 Sportsman	4XAMH50A913A32631
932	2011	McCluskey 5x12 trommel	trommel screener	11660
933	2011	Skid Steer attachment Stanley HoePac for JD50		
934	2011	Wood maxx		TJD39882WES
935	2011	Sander	DownEaster	
936	2007	Tramac TR700	MODEL 700	158324
938	2011	Pro Tech Sno-Pusher 10'	SP10S	37587
939	2011	Hydro-Test hydrostatic test pump		
940	2011	John Deere BR72	72" SKID STEER BROOM	1T0BR72XJC0000151
941	2010	Pro Tech Sno-Pusher 8'	SP08S	38927
942	2011	Stone Concrete Buggy	SB1600	272010004
943	2012	Caterpillar BR18 pickup broom	BR18	DBP02002
944	2012	Skidmaster 7ft laser level grading box	SMPR-7	SMPR4251970
945	2012	Mutiquip	MC94SH8	A1352027
946	2012	GORILLA GX150 HAMMER	HAMMER	GX150-14A13E57
947	2013	Ingersall Rand	Club Car	137620
948	2014	Gar Bro Concrete Dumper	Dumper	T5275
949	2014	Concrete Hopper	Dumper	
950	2012	Pro Tech Sno-Pusher 12'		
951	2012	Tarco Highlander Sander	5 yard	
952	2012	Down Easter Sander	5 yard	
953	2012	Screen Machine Stacker	6036T	A012404C
954	2012	Skid Steer attachment Graveley ProWalk 48		
955	2012	Skid Steer attachment Virnig Land Planer		
956	2012	Paladin laf6874 rockhound	Rockhound Rake	1234245
958	2015	SkyJack Electric Scissor Lift 19'	SJIII3219	22016210
959	2015	Ariens Razor Mower	Razor	696
960	2016	John Deere BR72 Broom	Box Broom	1T0BR72XLH0000504
961	2016	SWEEPSTER VRS6 72'	PICKUP BROOM	1714123
962	2016	Crown HK500V2 Ground Heater	Ground Heater	2EP33030511020484
963	2018	Floor Scrubber		

964	2018	ICS P95 Hydraulic Power Pac		51518154
965	2018	Gar Bro Concrete Dumper Skid		4928
966	2018	Falltech Retrieval System		#7508 #212371
967	2018	Sandvic Jaw Crusher	Jaw Crusher	QJ241-10034
968	2018	Indeco HP1000FS	HP1000FS	7227789
969	2018	SWEEPSTER VRS6 72'	VRS6 Broom	1240021
970	2018	John Deere BR72 Broom	Box Broom	1T0BR72XCJ0000620

# OTHER

## CUTOFF SAWS/CHAIN SAWS

New ID#	Year	Make	Model	Serial Number
1002		Stihl TS400	14" cutoffsaw	Mark Young
1003		Stihl TS400	14" cutoffsaw	Bob Lose
1005		Stihl TS400	14" cutoffsaw	Dan Cabiya
1006		Stihl TS400	14" cutoffsaw	Greg Smith
1007		Stihl TS400	14" cutoffsaw	TJ Goderre
1008		Stihl TS400	14" cutoffsaw	Al Rode
1009		Stihl TS420	14" cutoffsaw	Robert Arndt
1010		Stihl TS420	14" cutoffsaw	Mark Cyr
1011		Partner K2300el electric	12" cutoffsaw	7422719 shop
1013		Stihl TS 420	14" cutoffsaw	Matt Pyles
1016		Stihl TS420	14" cutoffsaw	173283256
1017		Husqvarna FS400 Walk Behind	18" cutoff	11422
1019		Stihl MS290 chainsaw 18"	18" blade	11270113044-18
1021		Stihl TS420	14" cutoffsaw	175458160
1022		Stihl TS420	14" cutoffsaw	42380112811
1023		Stihl TS420	14" cutoffsaw	42380112811
1024		Husqvarna K760	14" cutoffsaw	2014-1701500
1025		Stihl BR430 BackPack Blower	BR430	503029362
1026		Cardi Concrete Saw- electric	Cocodrillo35	1493923
1027		ICS 680 14" Diamond chain saw		9773236173
1029		ICS 890F Hydraulic Saw	Hydraulic 20" bar	14861
1030		Stihl TS420	14" cutoffsaw	184893100
1031		Husqvarna FS400LV	20" walkbehind	967796502

## LASERS/GUNS

2020		EAGL 400 level beam		FE7407
2021		Spectra Precision LL500		51592341
2022		Spectra Precision LL500		56940
2023		Spectra Precision LL500		48651
2024		Spectra Precision LL500		57268
2025		Northwest rotating		10-4-09331
2027		Top Con AT-G6		2C4220
2028		TopCon RL-H3C		70021
2029		Omni Pro Mark 24 level gun		94875
2030		Berger 140 BU line gun		29415
2031		TopCon AT-7GL level gun		QB2169
2032		EAGL 400 level beam		FE5656
2033		TopCon AT-7GL level gun		PV8774
2034		TopCon AT-G6		9M4941
2035		Specrra Physics GCR-2SM		1475
2036		Nikon AC-2s automatic level		636594
2037		CST/Berger level		S1762840
2038		CST/Berger line gun 20X		200-W73971
2039		Laser Beacon LB-2 Model 3900		390-5409
2040		TopCon AT-B4 24X		60909
2041		Spectra Precision LL500		90459
2043		Spectra Precision LL300		
2045		Spectra Precision Universal UL633		12060327
2046		TopCon AT-B4 24X		jx 2611

2047		Spectra Precision LL300		10278429
2048		Top Con AT-B4		x67441
2049		Schneider Transit		62285
2050		Nikon AC-2s automatic level		629059
2051		Leica Rubby 280G	280G	4214A-XBEEPRO
2052		Nikon Digital Theodolite	NE-205-20SC	620834
2053		Schneider Transit	BD-7F	622887
2054		Topcon RL-H4C		ZN3266
2055		Spectra Precision Laser	DG511	S2150068
2056		Spectra physics dial grade	big yellow	6603
2057		AGL Grade Light 2700	2700	1093

## COMPACTORS

3040	2006	Wacker BS60-4	Jumping Jack	2006485
3041	2006	Wacker BS60-4	Jumping Jack	5015538
3042	2006	Mikasa plate wacker	MVC-88GHW	N-6144
3045	2006	Mikasa plate wacker MVC-77	Older Red	7703
3047	2007	Wacker BS52Y	Jumping Jack	750803629
3052	2013	Wacker BS600	Jumping Jack	5301801
3053	2013	Wacker BPU3545A	Compactor	1597600
3054	2013	Multiquip MVH206GH	Compactor	S1037
3055	2013	Multiquip MVH206GH	Compactor	U1425
3056	2014	Multiquip Rammer LG 2900-3600LBS	MTX70	V6530
3057	2014	Stone Plate Wacker	S35A	4071
3058	2014	Multiquip MVH206GH	Compactor	V1696
3059	2015	Multiquip MVH206GH	Compactor	T1343
3060	2015	Multiquip MVC88VGHW	Plate Compactor	W7483
3061	2016	Wacker BPU5545A	Compactor	10149697
3062	2016	Wacker BPU5545A	Compactor	10238626
3063	2016	Wacker BPU5545A	Compactor	10234388
3064	2016	Mikasa MVH306H	Compactor	W9047
3065	2017	Bomag BP 1514-5	Compactor	11111
3066	2017	Mikasa MVH308GH	Compactor	B1587
3067	2017	Mikasa MVH308GH	Compactor	C1191
3068	2017	Mikasa MVH308GH	Compactor	C-1301
3069	2017	Mikasa MTX-70	Jumping Jack	
3070	2018	Mikasa MTX-70HD	Jumping Jack	C2322
3071	2018	Mikasa MTX-70HD	Jumping Jack	C-1836
3072	2018	Mikasa MVC88VTH	Plate Compactor	D2695
3073	2019	Mikasa MVH308GH	Compactor	
3074	2019	Mikasa MVC88VTHW	Plate Compactor	D-6028
3075	2019	Wacker AS50e Battery Compactor	Battery Compactor	10914884
3077	2019	Mikasa MVH150VGH	Compactor	Z7013

GAS/ELECTRIC WATERPUMPS			
4060		Wacker mudsucker	yellow mudsucker
4061		Titan Trash Pump	
4062		Red mudsucker	older mudsucker
4063		Yellow 110 electric pump	older electric
4064		Multiquip 110 submersible	electric
4065		Multiquip 110 submersible	electric
4066		Multiquip 110 submersible	electric

4067		Multiquip 110 submersible	electric	476790
4068		Orange Multiquip 30ITA	4" water pump	9582
4069		Homelite 6" trash pump	big red	
4070		Multiquip 303H	for red water truck	303h-3814
4071		Kawasaki kws30a	for green water truck	hd080a000445
4072		Homelite mudsucker	older mudsucker	3218459
4073		Nac BTR155 230V. 25A eletric	big yellow	
4074		Tsunami HS2.45 110V 5.4A	small blue	t-6148156
4075		Titan powerwasher		atp 08780
4076		NorthernStar powerwasher		
4077		Multiquip 2" electric	2" 1 horse	483421
4078		Tsurumi HS3.75S 230V	230V blue	B-10144041
4079		Wacker PG3A- PUMP	3" centrifugal pump	5944490
4080		Multiquip 110 submersible	2"	544501
4081		Multiquip 110 submersible	2"	522126
4082		Honda 3" Pump	WP30X	LI80492

## GENERATORS

5080		Honda EU 2000 invertor	Generator	EAAJ 1368978
5081		Ingersall Rand G3H	Generator	00125143ua27
5083		Hobart Champion 16 generator/welder	Generator/Welder	H963563695
5084		Titan Industrial 5500 Diesel	Green Diesel	215704
5085		Red Trailer Generator	Tow behind	
5086		Titan Industrial 8000 Gas	Yellow Gas	215766
5087		Husky 3750 generator	Red Generator	943515
5088		Coleman Premium Plus	6500H	9001-1059
5090		Duromax XP4000S gas generator	XP4000S	13102867509
5091		Briggs and Stratton Air System		
5093		Wacker GP5600A	GP5600A	20281148
5094		Champion Generator 4500	100216	150CT0700965
5095		Champion Generator 4500		15SEP2500127
5096		Champion Generator 1400	1400	15AUG1500291

## ELECTRIC HAND HELD TOOLS

6101		Bosch 7/8 sds bulldog hammer drill	smaller one	687002536
6103		Dewalt 1/2" electric impact	DW292	G51378
6104		MasterSet powder actuator	nail gun	RO2856
6105		Remington powder actuator	nail gun	F66861
6106		Drill Doctor drill sharpener	sharpener	5312
6107				
6108		Milwaukee 18v impact	cordless impact	241A402180127
6109		Echo backpack leaf blower PB-413H	leaf blower	PO9512033191
6110		Shindaiwa PB270 power broom	handheld powerbroom	1124441
6111		Street Heater	asphalt heater	1111-1
6112		Ingersall Rand motabert V-46 tool kit	bit changing tool kit	1112-1
6113		Milwaukee Core Machine	core machine	AJ14
6114		Conde Manhole Air Tester	air tester	
6115		Reddy Heater Pro 110 110,000BTU	kerosene heater	110000
6116		Reddy Heater 55,000BTU	kerosene heater	55000
6117		Electric Blue Suction Fan	fan	
6118		Hydro-Test hydro static tester	water tester	03K820

6119		Allegro 950T Manhole Fresh Air	air system	24610
6120		Hepa-Aire H1000v	newer one	4502A
6121		Hepa-Aire H1000v	older one	3364
6122		Makita hammer drill	new 10/10/11	32889
6123		Heat Star 50,000 kerosene heater	new 1/10/14	LN-170250-12001557
6124		Heat Star 50,000 kerosene heater	new 1/10/14	LN-170250-12001544
6125		Rust Oleum Stripe Machine		2395000
6126		Ridgid Shop Vac	W018500	04203-0238
6127		Porter Cable skill saw	skill saw	259980A7974
6128		Rust Oleum Stripe Machine		
6129		Milwaukee Porta Band		
6130		Electric Rebar Cutter		
6131		Dewalt 12" chop saw		
6132		Makita 10" table saw		
6133		Rebar Bender		
6134		6' Baker		
6135		Fostoria Electric Heater		
6136		Fostoria Electric Heater		
6137		Val 6 Diesel Heater		
6138		Dewalt 12" Compound Miter Saw		
6139		Milwaukee Saw Zall		B020611040305
6140		Dewalt 1/2" electric impact		
6141		Miller Econotig Welder		KD442920
6142		Northern 1/2" electric impact		15877
6143		Bosch 11264evs hammer drill	3611B64011	502001655
6144		Bosch 11255VSR hammer drill	1 inch sds plus	611255572

### Misc. Tools and Shop Tools

7200		Lufkin Measure Wheel	MW38	
7201		Elk River Tripod		
7202		Sentry Man Hoist	RS3	
7203		Small Water Flare Kit		
7204		Large Water Flare Kit		
7205		Schumaker 10amp batt. Charger	ship n shore	89901866
7206		Jersey Barrier Picker	Red Picker	11111
7207		A Frame Sheet Rock Cart		
7208		A Frame Sheet Rock Cart		
7209		Safety Storage Cabinet		
7210		Hippo Hopper 1 Yard		
7211		Hippo Hopper 1 Yard		
7212		Hippo Hopper 3/4 Yard		

Minimum Rates and Classifications for  
Building Construction

ID#: 21-20698

Connecticut Department of Labor  
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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-----OPERATORS-----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	42.0	19.55 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

*ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:*

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

As of: March 16, 2021

Project: Repair of Front Walkway at Wilson Elementary School (Waterbury)

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

<p>Company Name <b>Richards Corporation</b>  Street Address <b>72 North Harwinton Avenue</b>  City &amp; State <b>Terryville CT 06786</b>  Chief Executive <b>Richard M. Doyle, Jr.</b></p>	<p>Bidder Federal Employer Identification Number <b>06-0853286</b>  Or  Social Security Number _____</p>
<p>Major Business Activity  (brief description)</p> <p style="text-align: center;"><b>General Construction, Site Work, Carpentry,  Plumbing, Earth Moving Activities, Drainage  Systems, Utility Systems and Paving Work.</b></p>	<p>Bidder Identification  (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes ___ No <b>X</b>  -Bidder is a minority business enterprise Yes ___ No <b>X</b>  (If yes, check ownership category)  Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan  Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___  Female ___</p> <p>- Bidder is certified as above by State of CT Yes <b>X</b> No ___</p>
<p>Bidder Parent Company  (If any) <b>n/a</b></p>	
<p>Other Locations in Ct.  (If any) <b>n/a</b></p>	

### PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <b>X</b> No ___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes <b>X</b> No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <b>X</b> No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <b>X</b> No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <b>X</b> No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No <b>X</b></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <b>X</b> No ___</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <b>X</b> No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <b>X</b> No ___</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <b>X</b> No ___ NA ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No <b>X</b>  6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No <b>X</b>  6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No <b>X</b></p>	<p>12. Does your company have a written affirmative action Plan? Yes <b>X</b> No ___  If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <b>X</b> No ___  If yes, give name and phone number  <b>Donna Santos, 860-583-9229 ext 19.</b></p>

# Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

## PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	6	6									
Business & Financial Ops											
Marketing & Sales	1	1									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	13	9	4								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction	77	67		2		7				1	
Installation , Maintenance & Repair	8	8									
Material Moving Workers	3	3									
Production Occupations											
TOTALS ABOVE	108	89	9	2		7					
Total One Year Ago	80	67	4	2		7					
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service		X		X	Work Experience	
Private Employment Agencies		X			Ability to Speak or Write English	
Schools and Colleges		X			Written Tests	
Newspaper Advertisement	X				High School Diploma	
Walk Ins	X		75%		College Degree	
Present Employees	X		15%		Union Membership	
Labor Organizations		X		X	Personal Recommendation	
Minority/Community Organizations		X			Height or Weight	
Others (please identify)		X			Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) President	(Date Signed) 4/23/21	(Telephone) 860-583-9229
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# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.5

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a State of Connecticut Purchase of Service Contract Amendment, at no cost, for the Support for Pregnant and Parenting Teens, Women, Fathers and Their Families (SPPT) Program.

Approved:

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Rocco F. Orso



**WATERBURY PUBLIC SCHOOLS**  
**DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION**

*Joseph R. Gorman – Supervisor* (203) 574-8051 email: [jgorman@waterbury.k12.ct.us](mailto:jgorman@waterbury.k12.ct.us)

Date: April 27, 2021

To: Waterbury Board of Education  
Waterbury Board of Aldermen

Re: Executive Summary for Support for Pregnant and Parenting Teens Year 2 contract amendment

Dear Commissioners/Aldermen:

The City of Waterbury received a two-year flow through federal entitlement grant from the Connecticut State Department of Education via the Department of Early Childhood Education. The second installment of the Support for Pregnant and Parenting Teens grant in the amount of \$75,000 funded the period of October 1, 2019 thru June 30, 2020. In June 2020, the project was issued a no cost extension in lieu of COVID circumstances. In August 2020, OEC required the district to return all unencumbered funds and assured that we would be returned those unspent funds, plus a portion of additional unspent funds collected from the partner districts. The contract amendment before you to accept those funds was finally forwarded out to the partner districts on March 9, 2021. It includes an additional \$27,000+ above what was returned to OEC in September 2020, which amounts to a total of \$58,849.89 that will keep the program solvent and fully grant funded to its sunset on June 30, 2021.

The Support for Pregnant and Parenting Teens grant provides school, home and community interventions for pregnant and/or parenting teen mothers and fathers in Waterbury public schools in order to provide needed resources and supports to help them ultimately graduate from high school.

Your approval of this contract amendment with the Department of Early Childhood Education is respectfully requested. Please be advised that I am fully aware that Board of Aldermen approval is contingent upon approval by the Board of Education.

Yours, truly,

*Joe*

Cc: Darren Schwartz, Doreen Biolo, Suzanne Pleasant, Dawn DeSantis

**Supports for Pregnant and Parenting Teens 2020-2021**

Project Title: Waterbury <u>Supports for Pregnant and Parenting Teens</u> Year 2: <b><u>2020-2021</u></b>		
<b>CODES</b>	<b>DESCRIPTIONS</b>	
<b>100</b>	<b>Personal Services – Salaries</b> Holly Fortier 0.625 PTE MSW Grant Coordinator @ \$35 hr. x 35 hours = \$1225 X 26 weeks = \$ 31,850yr.  Michelle Mataboni .25 PTE Registered Nurse @ \$38/hour X 15 hours =\$ 570 X 19 weeks = \$ 10,830yr.  Marie Martineau Clerical Overtime – 80 hrs. x \$24.75/hour = \$ 1980yr.	<b>\$44,660</b>
<b>200</b>	<b>Personal Services - Employee Benefits</b>  Fringe Benefits for MSW @ \$31,850 x 12.37% = \$3,939.85  Fringe Benefits for PT RN @ \$10,830 x 12.37% = \$1339.67	<b>\$5,279.52</b>
<b>300</b>	<b>Purchased Professional and Technical Services (Contractual)</b>  Professional Development: <ol style="list-style-type: none"> <li>1. April 6<sup>th</sup>                      \$65</li> <li>2. May 3<sup>rd</sup>/4<sup>th</sup>                \$220</li> </ol>	<b>\$285</b>
<b>400</b>	<b>Purchased Property Services</b>  (None)	<b>\$0</b>

500	<b>Other Purchased Services (Travel, Transportation, Mileage, Field Trips)</b>  Spring Family Pictures:                \$2,270.00  Land Jet bus transportation:        \$ 787.00  Beardsley Zoo Field trip:            \$ 542.00  16 Season Passes to Quassy:       \$4,927.68	<b>\$8,526.68</b>
600	<b>Supplies</b>	<b>\$98.69</b>
700	Property/Equipment Only  (None)	<b>\$0</b>
	<b>SPPT TOTAL</b>	<b>\$58,849.89</b>



Dannel P. Malloy  
Governor  
Susan Bysiewicz  
Lt. Governor

# STATE OF CONNECTICUT

## OFFICE OF EARLY CHILDHOOD



Beth Bye  
Commissioner

March 9, 2021

Mr. Joseph R. Gorman  
Supervisor of Health and Physical Education  
Waterbury Public Schools  
Rm. 263, 236 Grand Street  
Waterbury, CT 06702

**Contract #:** 20OECST01WTB      **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN, FATHERS AND THEIR FAMILIES (SPPT) PROGRAM**

**Period:** 7/01/2020 - 6/30/2021  
**Amount:** \$58,849.89

Dear Mr. Gorman:

The accompanying documents are for execution of the Purchase of Service contract amendment referenced above. Carefully review all documents and, before the agreement is signed, let me know whether you have any changes. Please return a PDF of all documents to my e-mail address [andrea.alexander@ct.gov](mailto:andrea.alexander@ct.gov) **ASAP**. The following documents are included:

- **Part I, Description of Services**
- **Part II, Mandatory Terms & Conditions**
- **Signature & Approvals** - Please sign and date, preferably in blue ink.
- **Approved UCOA Workbook**

If you have any questions regarding this process please contact me at (860) 418-6986 or through e-mail at [andrea.alexander@ct.gov](mailto:andrea.alexander@ct.gov). For questions regarding the program, please contact Jennifer Wilder at (860) 500-4429 or through e-mail at [jennifer.wilder@ct.gov](mailto:jennifer.wilder@ct.gov).

Sincerely,

***Andrea C. Alexander***

Grants and Contracts Specialist  
Central Contracts Unit  
Business Administration Unit at DMHAS  
410 Capitol Avenue  
Hartford, CT 06134  
(860) 418-6986

Phone: (860) 500-4412 · Fax: (860) 326-0554  
450 Columbus Boulevard, Suite 301  
Hartford, Connecticut 06103  
[www.ct.gov/oec](http://www.ct.gov/oec)

*Affirmative Action/Equal Opportunity Employer*



Original Contract Number: **20OECSP01WTB**  
Amendment Number: \_\_\_\_\_  
Maximum Contract Value: **\$58,849.89**  
Contractor Contact Person: **Joe Gorman** Tel: **(203) 574-8010**  
OEC Program: **Jennifer Wilder** Tel: **(860) 500-4429**

**STATE OF CONNECTICUT  
PURCHASE OF SERVICE CONTRACT  
("POS", "Contract" and/or "contract")  
Revised July 10, 2019**

The State of Connecticut **OFFICE OF EARLY CHILDHOOD**

Street: **450 COLUMBUS BOULEVARD**

City: **HARTFORD** State: **CT** Zip: **06103**

Tel#: **(860) 500-4412** ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: **CITY OF WATERBURY - WATERBURY PUBLIC SCHOOLS**

Street: **263 GRAND STREET**

City: **WATERBURY** State: **CT** Zip: **06702**

Tel#: **(203) 574-8010**

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

<b>Contract Term/ Effective Date</b>	This Contract is in effect from <b>07/01/20</b> through <b>06/30/21</b> .
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 10-500 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Contract Amendment</b>	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	<b>STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FAMILY SUPPORT SERVICES 450 COLUMBUS BOULEVARD HARTFORD, CT 06103</b>  Attention: <b>Aileen McKenna</b>	If to the Contractor:	<b>CITY OF WATERBURY - WATERBURY PUBLIC SCHOOLS 263 GRAND STREET WATERBURY, CT 06702</b>  Attention: <b>Joseph Gorman</b>
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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## **PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS**

The Contractor shall provide the following specific services for the **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN, FATHERS AND THEIR FAMILIES (SPPT) PROGRAM** ("Program") and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

### **A. DEFINITIONS AND ACRONYMS.** The following terms shall be used in this contract as defined below:

1. **Contract period:** July 1, 2020 through June 30, 2021.
2. **Caregiver:** an expectant or parenting teen residing in identified community enrolled in secondary education in the geographic area served by the Contractor. involved in the care of an Index Child
3. **Client or Family:** the unit of Caregiver(s) and Child(ren) enrolled in Program services.
4. **CQI:** Continuous Quality Improvement.
5. **Equipment:** machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$5,000.00 or more, or as revised by the Comptroller of the State of Connecticut.
6. **Assets:** computer, audio/visual, and electrical equipment valued less than \$5,000.00 per item.

### **B. DESCRIPTION OF SERVICES.** Throughout the term of this contract, the Contractor shall operate the Program in the geographic area served by the Contractor.

1. The Contractor shall perform the following tasks:
  - a. Enter into Memoranda of Understanding with the Staywell Health Center's OEC home visiting program to dually enroll Caregivers in program services as appropriate;
  - b. Maintain a connection to local advisory committee of existing service providers and stakeholders in the community, including but coordinate services to support collaboration between community-based home visiting and school based services; and develop linkages between community-based services and the school-based SPPT program leading to sustainable services.
  - c. Make and coordinate Client referrals to the OEC Mind Over Mood program for services related to maternal depression and/or anxiety;
  - d. **Client Core Services.** Provide Core Services to Clients that include:
    - i. Flexible, quality schooling to help young parents complete high school: Allow Clients to have flexible class schedules to attend medical and social service appointments and fulfill parenting responsibilities; develop evening, weekend and summer classes for Clients; link to on-line credit recovery courses; and provide tutors for additional academic support for Clients;
    - ii. Case management and family support: Utilize a strength-based approach to build a trusting relationship with the young parents and their family; serve as liaison between student, school and home visiting services; and help teen parents identify, set and work toward health, education and parenting goals through school-based individual sessions and home visits;
    - iii. Father involvement services and support: Adopt policies, outreach strategies and support services to facilitate relationships between fathers and their children; assume all men want to be involved with their children; involve men as role models creating a "father-friendly" environment; provide fathers with peer support, family planning education, and parenting/co-parenting education; and

- iv. Transitioning to post-secondary education and workforce development: Provide Caregivers with linkages to community colleges and four-year colleges, including tours, speakers and development of transition services; include workforce development, career planning and links to transition services within case management and life skills education;
  - e. Purchase, distribute to Clients and create an inventory of materials and supplies including age-appropriate toys, books for babies, supplies for activities, car seats, diapers, strollers, clothing for growing mothers, and gift cards for groceries (\$25 maximum per card); admission to museums, theaters, and other experiences, and personal protective equipment;
  - f. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to educational information for all Families;
  - g. Actively participate in all meetings and trainings as required by the OEC;
    - i. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to household information for all Families;
    - ii. Actively participate in all meetings as required by the OEC; and
    - iii. Ensure that all personnel funded under this contract complete pre-service and in-service training as required by the OEC
2. **OEC Virtual Site Visit.** The Contractor agrees to participate in a virtual close out site visit by OEC Family Support Services staff prior to the end of the contract period to identify program implementation strengths and challenges. During the site visit, the performance of the Contractor and of its subcontractors shall be reviewed and evaluated with demographic and outcome metrics identified in Part I, Section C.

#### C. CLIENT-BASED OUTCOMES AND MEASURES.

- 1. The Contractor will be responsible for completing outcome reports developed by Cross Sector Consultants, the OEC SPPT project evaluators. Outcomes reported by the Contractor are subject to verification using programmatic/statistical reports, administrative records and/or audit.
- 2. The Contractor will measure the following outcomes for Families initially enrolled in the Program during the contract period:
  - a. 85% of Caregivers will graduate from high school or receive a GED.
  - b. 75% of Caregivers will enroll in higher education and/or job training program(s)
  - c. 100% of children will be screened for developmental delays and referred to additional services if a delay is identified.
  - d. 100% of mothers will be screened for Maternal Depression
  - e. 100% of children will be up to date on immunizations per recommendations by the Federal Centers for Disease Control and Prevention.

#### D. REPORTING.

- 1. The Contractor shall submit all required reports, written or electronically as directed by the OEC, to the OEC's Program representative(s).
- 2. **Reporting Schedule.** The Contractor shall submit all Programmatic/Statistical and Financial reports required under this section, on forms and in format(s) provided by the OEC, on the following schedule unless otherwise stated below:

Reporting Period	Reports Due on or before
July 1, 2020 – December 31, 2020	10 calendar days after contract execution
January 1, 2021 – March 30, 2021	April 15, 2021
April 1, 2021 – June 15, 2021	June 30, 2021

### 3. **Programmatic/Statistical Reporting**

- a. The Contractor shall submit Program Status Reports, including outcome reports required in Part I Section C.1, detailing Program activities performed during the contract period.
- b. The Contractor shall collect and provide real-time individualized or aggregate Client data to the OEC upon request.
- c. The Contractor shall not use or release individualized or aggregate Client data for the purpose of evaluation, research, or promotional activities without prior written approval by the OEC or with specific reference to an OEC publication or an OEC authorized research and program evaluation document or report.

### 4. **Financial Reporting,**

- a. The Contractor shall submit to the OEC fiscal reports detailing Program costs and expenditures.
  - b. **Annual Audit:** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
  - c. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the OEC shall be reported to the OEC by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the OEC's direction as to the disposition of such interest income.
5. The Contractor further agrees to provide other reports concerning contracted services which the OEC may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the OEC shall notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification shall minimally include the required data, format, and date of submission for the report.

## E. **PROGRAM ADMINISTRATION**

1. Throughout the term of this contract, the Contractor shall operate the Program in accordance with the Requirements of Policy and Practice guidelines provided under previous contract by the OEC's Family Support Services Division.
2. The Contractor shall provide Program services at the following location during the standard hours of operation listed, excluding State and Federal holidays and facility closures: **Program office – State Street; Alternative Program 30-A Church Street, Waterbury, CT 06702, Monday-Friday 9:00 am – 2:00 pm; and all other city high schools, middle schools, and alternative education programs as needed.**
3. Throughout the term of this contract, the Contractor and/or its subcontractors shall staff the Program with the positions listed in the Contract Budget.
4. The Contractor shall follow the work plan for each Program including timetable and staffing plan as approved by the OEC.
5. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the OEC as requested by the OEC, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the OEC, if requested, within 10 calendar days of receipt of such request.
6. The Contractor shall adhere to the minimum staff qualifications for each position and submit resumes for all Program staff including new hires to the OEC's designated representative.
7. **Notification of Changes in Personnel:** The Contractor shall immediately notify the OEC in writing whenever the Contractor intends to make or undergo changes in the following personnel:

- a. key personnel, i.e., Chief Executive Officer, Chief Financial Officer, Program Directors and officers and members of the Contractor's Board of Directors.
- b. program staff, positions and service personnel (program manager, clinical supervisor and home visitors) employed by the Contractor or its subcontractors as applicable to services funded under this Contract.

#### F. QUALITY ASSURANCE.

1. The Contractor shall convene and staff a SPPT Community Advisory Board subcommittee meeting of its Board of Directors in accordance with its bylaws during the contract period.
2. The Contractor's Community Advisory Board shall meet quarterly to assess implementation goals, progress, and effectiveness of the SPPT program and shall make recommendations to the Contractor's administrative and program staff.
3. The Contractor agrees to participate in any evaluation program as directed by the OEC.
4. Clients shall participate in a Program evaluation process by completing a client satisfaction survey as provided by the Contractor. A summary of these surveys shall be included in the Program evaluation report described herein.
5. The Contractor agrees to participate in a CQI Community of Practice hosted by the OEC.
6. The Contractor shall provide a local and community level CQI plan that includes SMART (Specific, Measurable, Achievable, Realistic, and Timely) goals and incorporates PSDA (Plan, Study, Do, Act) cycles for the program.
7. The Contractor agrees to comply with any and all applicable regulations adopted by the OEC or other Agencies pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.
8. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
  - a. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation and the State of Connecticut Department of Motor Vehicles that transport, or have the potential to transport, Clients; and
  - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

#### G. FEDERAL REQUIREMENTS.

1. The Contractor's DUNS number is 967798059 and its Commercial and (CAGE) Governmental Code is 4CD80.
2. Funding Information Federal funding shall be provided for this contract as follows:
 

Grant Number: SP1AH000055-02-01  
 CFDA (Catalog of Federal Domestic Assistance) Title: Connecticut Office of Early Childhood Support for Expectant and Parenting Teens, Women, Fathers, and Their Families Program  
 CFDA Number: 93.500  
 Award Years: 2020  
 Research and Design: No  
 Name of Federal OEC Awarding: Department of Health & Human Services, Public Health Service
3. In addition to the Federal Funds provisions of Part II of this contract, the Contractor shall adhere to the Federal requirements specific to the funding allocated to this contract as provided by the OEC. Further guidance is available in the HHS Grants Policy Statement located at <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
4. Unless the Contractor submits to the OEC previous written authorization from the Federal awarding agency prior to contract execution, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding

allocated under this contract. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.

5. The Contractor shall not seek reimbursement from the Federal Government for any of the services offered by the Program.
6. **Federal Office of Management and Budget Requirements.**
  - a. This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.
  - b. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).
7. **Federal Funding Accountability and Transparency Act (FFATA).**
  - a. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the Department with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
  - b. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the Department that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the Department.
8. **Trafficking Victims Protection Act of 2000.**
  - a. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the Agency shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the services under this contract.
  - b. Guidance on this act is available at [https://www.ecfr.gov/cgi-bin/text-idx?SID=376e4cbb04da86aecc3e0c8dbcfb9ed&node=se2.1.175\\_115&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=376e4cbb04da86aecc3e0c8dbcfb9ed&node=se2.1.175_115&rgn=div8)

## H. BUDGET AND PAYMENT PROVISIONS.

1. The OEC agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed **\$58,849.89** for services delivered during the contract period.
2. **Payment Procedures.**
  - a. Funds shall be released based on submission by the Contractor of programmatic and financial reports; the availability of funds; and the Contractor's compliance with the terms of the contract.
  - b. When the OEC's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or underutilization of contract funds is likely to occur by the end of the contract period, the OEC may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
  - c. **Payment Schedule.** The OEC will make payments on the following schedule:
    - i. The initial payment not to exceed \$24,849.89 shall be made upon execution of the contract by both parties and approval of the same by the Office of the Attorney General.
    - ii. Subsequent payments not to exceed a total of \$35,000.00 per payment shall be made on a calendar quarterly basis.

3. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the budget contained herein. Budgets for Funding Periods not included herein shall remain the same as the included budget until and unless formally revised via the OEC's Budget Revision process or via formal amendment to this contract.

CATEGORY	AMOUNT	JUSTIFICATION
Salary		
Fringe		
Mileage		
Supplies		
TOTAL		

4. **Budget Variance.**

- a. The Contractor may transfer funds from one category to another (except for equipment, personnel and fringe) in the agreed upon and approved budget included in this contract for a single component without prior notification of the OEC under the following conditions:
  - i. The amount by which a single category may be increased may not exceed **20% of the approved amount or \$5,000.00**, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
  - ii. The Contractor may vary an individual salary or wage by no more than **15%** of the approved amount;
  - iii. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
  - iv. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
  - v. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
  - vi. All such transfers shall be reflected on the next submitted financial report.
- b. The OEC requires the following changes in approved Program budgets to have prior written OEC approval by a formal budget revision and/or formal contract amendment:
  - i. Unused funds allocated to Salary and/or Fringe. Such unused funds that OEC does not allow to be transferred must be returned to OEC by **July 30, 2021**.
  - ii. The purchase of an item of equipment not approved in the original budget.
  - iii. A transfer that involves an increase of an approved category amount by more than **20% or \$5,000.00**, whichever is greater.
  - iv. A transfer which involves an increase in salary or wages by more than 15%.
  - v. Any increase in compensation for services under a third party contract.
  - vi. Any transfers of funds from one component to another.
  - vii. Any transfer of budgeted Program income or food reimbursement.
- c. The OEC shall respond to a properly executed request within 45 days of receipt.

- d. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the OEC may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period shall be disallowed except those which the OEC has expressly approved in writing and in advance.

**5. Unexpended Funds.**

- a. Whenever the OEC determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the OEC to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the OEC may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the OEC in the following manner:
  - i. Funds paid to the Contractor shall be identified by the OEC's "Special Identification Number" (SID). The payments made by the OEC shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" or other similar schedule(s) as required by the State Single Audit acts.
  - ii. If the Contractor is not required to file Single Audit Reports, the OEC may utilize the Contractor's Annual Financial Report to determine any unexpended funds.
  - iii. If payments made by the OEC exceed the expenses reported, the OEC may recoup such payments by requesting payment from the Contractor by check or other means as determined by the OEC.
  - iv. The Contractor shall return to the OEC the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the OEC that such amount is due.

**6. Equipment and Assets ("E & A").**

- a. E & A purchased by the Contractor or any subcontractor, in whole or in part, with funds provided by the OEC under this contract shall be considered the property of the OEC. E & A shall be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases shall be considered to be the property of the Contractor. E & A to be purchased for the program with OEC funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form.
- b. The following provisions apply to E & A purchases made in full or in part with OEC funds:
  - i. The Contractor shall obtain the prior approval of the OEC either through the contract application budget or a budget revision. Each piece of equipment or asset to be purchased and their costs must be clearly itemized;
  - ii. The Contractor shall obtain three competitive bids for equipment with the purchase to be made from the lowest qualified bidder;
  - iii. The Contractor shall maintain an inventory, including item, date of purchase, contract number, and funding identification, of all equipment and assets purchased with OEC funds; and
  - iv. As part of its annual audit statement, The Contractor shall submit verification by the auditor of the continued possession of all E & A purchased with OEC funds.
  - v. Any item of equipment or any asset purchased with OEC funds shall not be discarded or sold or removed from the inventory without the prior written approval of the OEC.
- c. If OEC funding to the Contractor is terminated or not renewed, the OEC shall determine the manner of the disposition of all E & A purchased in full or in part with OEC funds by:

- i. Permitting the Contractor to retain and use the E & A;
- ii. Allowing the Contractor to sell the E & A and return the proceeds to the OEC, minus an agreed upon amount to compensate for the costs of selling the E & A; or
- iii. Returning the E & A to the OEC.

## I. SUBCONTRACTED SERVICES.

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value

2.
  - a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.
  - b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; process of notification of changes to subcontractor funding, process for contract resolution between the contractor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in subsection 3 below.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part I including but not limited to Sections A through D.
4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
  - a. Client-Related Safeguards (Section B);
  - b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit and Inspection of Plant, Places of Business and Records, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contractor, Indemnification [of the State], Insurance, Sovereign Immunity; Compliance with Law and Policy, Facilities Standards and Licensing, Representations and Warranties, Protection of Confidential Information, Litigation;
  - c. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and
  - d. Statutory and Regulatory Compliance (Section E).
5. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.
6. The Contractor shall retain the OEC's written approval and each subcontract in the contract file.
7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to C.G.S. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal

requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

**J. PROCEDURE FOR TERMINATION.**

1. **Termination by the OEC.** In addition to the sections in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
  - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - b. If the OEC so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the OEC in the manner and to the extent directed by the OEC all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the OEC shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
  - c. Complete the performance of the work that has not been terminated by the Notice of Termination; and
  - d. Be entitled to payment for services agreed upon by the parties and rendered to the OEC's satisfaction through the effective date of termination.
2. **Reduction of Services or Termination by the Contractor.** In the event that the Contractor terminates this contract, closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the OEC does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the OEC and the Contractor shall negotiate and resolve the following issues:
  - a. the time lines for closure of the program;
  - b. closure of admissions and the transfer of clients remaining in the program at the time of closure;
  - c. the amount of any final payments due the Contractor or refunds due the OEC; and
  - d. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;
  - e. the disposition of property and equipment in which the OEC has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies as applicable, or Bond Fund Award liens and obligations;
  - f. notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
  - g. any other issues pertinent to the specific situation causing the reduction or termination of services.

- K. SEVERABILITY.** If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.

**PART II. TERMS AND CONDITIONS.** The Contractor shall comply with the following terms and conditions.

**A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.

15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103c, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806).
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency’s request provide copies of the following documents within ten (10) days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State’s Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

*This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.*

**4. Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

**5. Audit and Inspection of Plant, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

**6. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

**7. Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
    - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
    - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
    - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
      - (i) confidentiality of any part of or all of the bid or
      - (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
  - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
    - (1) a certificate of insurance,
    - (2) the declaration page and
    - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured.

The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

**12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

**13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

**14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

**15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**16. Representations and Warranties.** Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

**17. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

**18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

**19. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) (The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

**21. Litigation.**

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their

businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**D. Changes to the Contract, Termination, Cancellation and Expiration.**

**1. Contract Amendment.**

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
  - a. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - b. no later than ten (10) days from the effective date of any change in:
    - i. its certificate of incorporation or other organizational document;
    - ii. more than a controlling interest in the ownership of the Contractor; or
    - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
  - a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - b. The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

- c. The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

**3. Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - a. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - b. temporarily discontinue all or part of the Services to be provided under the Contract;
  - c. permanently discontinue part of the Services to be provided under the Contract;
  - d. assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - e. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - g. any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

- 4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

- 5. Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

**6. Ending the Contractual Relationship.**

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability

to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

#### **7. Transition after Termination or Expiration of Contract.**

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

#### **E. Statutory and Regulatory Compliance.**

- 1. Health Insurance Portability and Accountability Act of 1996. INTENTIONALLY OMITTED**
- 2. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- 3. Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
- 4. Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
- 5. Non-discrimination.**
  - (a) For purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**6. Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

**7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**8. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973,

concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

**Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Rev. 1/11  
Page 2 of 2

## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

## SIGNATURES AND APPROVALS

18OECST01WTB

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

### CONTRACTOR – CITY OF WATERBURY - WATERBURY PUBLIC SCHOOLS

\_\_\_\_\_  
NEIL M. O'LEARY, *Mayor*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

### OFFICE OF EARLY CHILDHOOD

\_\_\_\_\_  
BETH BYE, *Commissioner*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

### CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

\_\_\_\_\_  
Asst. / Assoc. Attorney General

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON FINANCE

Item #11.6

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve the following transfers for fiscal year 2020/2021:

<b>Acct. Unit</b>	<b>Account</b>	<b>Description</b>	<b>Amount</b>
<b>FROM:</b>			
87510301	511212	Curriculum - Substitute Teachers	(\$1,450,000)
88031006	511225	Operation & Maintenance - Maintenance Non Certified	(\$500,000)
88031006	511226	Operation & Maintenance - Maintainers	(\$975,000)
88510001	511228	Special Education - Paraprofessionals	(\$1,000,000)
88510001	511102	Special Education - Teachers	(\$100,000)
88510002	511108	Special Education - School Psychologists	(\$300,000)
88510002	511109	Special Education - School Social Workers	(\$120,000)
88510002	511110	Special Education - Speech Pathologists	(\$140,000)
89010508	511220	Fiscal Services- Fiscal Administration	(\$80,000)
89011008	511201	Human Resources - Non Certified	(\$135,000)
81310005	511101	Hopeville- Administrator	(\$65,000)
81610005	511101	Duggan - Administrator	(\$105,000)
81710005	511101	Reed Administrator	(\$50,000)
82010005	511101	Tinker - Administrator	(\$63,000)
86210005	511101	Crosby - Administrator	(\$108,000)
<b>TO:</b>			
87510001	522501	District Wide - Health Benefit Fund	\$2,000,000
88031006	591002	Operation & Maintenance - Sinking Fund	\$3,191,000
<b>TOTAL</b>			(\$5,191,000) \$5,191,000

Approved:

\_\_\_\_\_  
Rocco F. Orso

**BOARD OF EDUCATION**  
*Waterbury, Connecticut*  
**COMMITTEE ON GRIEVANCES**

Item #12.1

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances recommends to the Waterbury Board of Education that WTA Grievance 20-21-18, heard by the Committee on May 12, 2021, be DENIED.

Approved:

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Juanita P. Hernandez



Grievance Number: 20-21-18

Date Filed: 03/11/21

School: WTA

Grievant: WTA WTA

Principal/Supervisor: Juan Mendoza

Email: klsullivan@waterbury.k12.ct.us

Email: jmendoza@waterbury.k12.ct.us

Representative: James Tessitore

Email: jamesst@cea.org

Title: Insurance

Articles: 26:5, 26:5a

**Description:**

In accordance with Article 24(1)(a)(1) of the 2019-2023 Collective Bargaining Agreement (CBA), the Waterbury Teachers Association (WTA) claims that the Board of Education (Board) has violated Article 26(5) and any other CBA articles and/or section deemed applicable in the following manner: 1) On or about July 27, 2020 WTA member and Board employee Kenneth Sirois (Decedent) passed away. Thereafter, the Decedent's lawful beneficiary requested distribution of a life insurance benefit in accord with CBA Article 26(5). 2) The Board's life insurance company (Metropolitan Life Insurance Company (MetLife) denied the claim. Upon appeal, Metlife reviewed the claim and issued a final denial in writing on or about December 3, 2020. In the denial, MetLife stated that the City of Waterbury/Board insurance plan coverage effectively terminates coverage once an employee ceases to actively work for a period beyond twelve (12) months. MetLife cited that the Decedent had not actively worked for greater than 12 months preceding death and as a result claimed the policy coverage effectively terminated prior to the date of death. 3) CBA Article 26(5) requires life insurance coverage for all employees within the WTA collective bargaining unit. Further, CBA Article 26(5) contains no restrictive nor limiting covenants and requires policy coverage so long as the insured is an "employee" of the Board. The Decedent was formally an "employee" up to his date of death and Decedent's beneficiaries are contractually entitled to an insurance benefit in the amount described in CBA Article 26(5). 4) The WTA alleges that the Board's failure to provide collective bargaining unit employees with the necessarily comprehensive policy coverage to guarantee the entitlements provided in CBA Article 26(5) constitutes a violation of CBA Article 26(5) and any other CBA articles deemed relevant. 5) The WTA alleges that the Board's failure to ensure distribution of the contractual life insurance benefit to the Decedent's beneficiary in accord with CBA Article 26(5) constitutes a violation of CBA Article 26(5) and any other CBA articles deemed relevant.

**Relief Sought:**

The WTA requests the following specific relief: 1) Payment of the applicable insurance proceeds to the beneficiary of the Decedent's estate in accord with the provisions of CBA Article 26(5). 2) Adherence to Article 26(5) of the CBA.



Step 1

Grievance Number:20-21-18

Disposition Date:

\*\*\*DIRECTIONS TO ADMINISTRATOR: Please write in your response to the grievance in the space provided and sign and date below your response.

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Step 1 Decision:

\_\_\_\_\_  
(Administrator or supervisor's signature)

\_\_\_\_\_  
Date

Appealed to Step 2 Date:

Step 2

Grievance Number:20-21-18

Disposition Date:

Step 2 Decision:

\_\_\_\_\_  
(Superintendent or designee's signature)

\_\_\_\_\_  
Date

Appealed to Step 3 Date:

Step 3

Grievance Number:20-21-18



Disposition Date:

Step 3 Decision:

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(Board of Education designee's signature)

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Date

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #13.1

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Galante, Joseph – KHS Freshman Baseball coach, effective 05/07/21.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #13.2

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following appointments:

Buonocore, Taylor – Substitute Teacher, Maloney After School Program.  
Purnawasi, Muniram – Commissioner's Network After School Math Teacher.  
Desjardins, Melissa – We Are Wallace Mentor Position.  
Moriarty, Shea – Summer Enrichment Coordinator, funded by ESSER 2.  
Selenica, Sonja – Summer Enrichment Coordinator, funded by ESSER 2

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

Name	Position/Location	FT/PT	Rate of Pay	Union	Effective
Michael Marshall Sr.	Hall Monitor WAMS	PT	\$90/day	Non	05/06/2021
William McLean	Custodian/Security Aide Adult Education	PT	\$12.00/hr	Non	04/29/2021
Erika Michie	Secretary I Adult Education	PT	\$14.00/hr	Non	05/06/2021
Kathy Curtis	Promotion to Office Manager/Educational Grants Office	FT	\$23.00/hr	UPSEU- 69	05/13/2021
Phyllis Grassi	Accountant 2 Business Office	FT	\$23.25/hr	UPSEU- 69	05/27/2021
Diana Kamo	Transfer from Paraprofessional to Classroom Assistant/Sprague	FT	\$17.75/hr	UPSEU- 68	06/17/2021
Jeffrey Lapham	Grants Coordinator 21 <sup>st</sup> Century & SDE Grants/ Education Office	FT	\$31.21/hr	Non	05/27/2021

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Summer Curriculum Committee appointments:

### FINE ARTS:

Wojcik, Jennifer – Music  
Vagnini, Marianna – Music  
Hodge, Jill – Art  
Dunn-Brown, Fallon-Gay – Theatre  
Smyth, Susan – Theatre

Nazario, Jonathan – Music  
Zareck, Corrin – Art  
Porcaro, Stefanie - Art  
Illian, Dea – Dance  
Wirth, Cheryl - Dance

### CAREER& TECHNOLOGY EDUCATION:

Bunko, Katie – CTE  
Desantis, Paula – CTE  
Lucian, David – CTE  
Mucciacciaro, Kathryn – CTE

Caron Lichaj, Nicole – CTE  
Hind, Sandra – CTE  
Moulthrop, Barbara – CTE  
Swanson, Lisa – CTE

### SECONDARY MATH:

Byron, Danielle  
Grove, Melinda  
LeVasseur, Armand  
Munoz, Kelly  
Poulter, Kara

DeVeau, Nicole  
Holden, Kimberly  
Morin, Keith  
Pelosi, Emily  
Sullivan, Carly

### SOCIAL STUDIES:

Fitzpatrick, Karlyn  
Dudley, Alexandra

Joyce, Angela

### LIBRARY MEDIA:

Albert, Kristen  
Hinton, Marci

Brown, Charlene  
Neff, Michelle

### SECONDARY ENGLISH:

*Middle School:*  
Zupperoli, Robert  
Rosa, Jennifer  
Mancini-Bellemare, Doris

*High School:*  
Esther Hartzell  
Kristin Winstanley  
Stephanie LaBonte

Pratt, Lena  
Kulesza, Kimberly  
Carpenter, Ryan

*Middle School Leads:*  
Lucille Rivera  
Mallory Brito

*Curriculum Web Master:*  
Michael Pannoni

SCIENCE:

Borges, Laura  
Clark, Meredith  
Davitt, Robin  
Kumar, Usha  
Lee, Yolanda  
Lounsbury, Alan  
Ortiz, Alyson  
Quattro, Marissa  
Stowe, Eileen  
Vostinak, Julie

HEALTH & PHYSICAL EDUCATION:

Acevedo, Paul  
Katrenya, Wesley  
Opalenik, Michelle  
Tansley, Stephen

SCHOOL COUNSELOR:

Cancro, Dana  
Fortier, Joseph  
Moutinho, Ashley  
Sejdaras, Benjola

Rachel Fox  
Heather DeVeau  
Kelly Donohue  
Lauren Franks-Blanchard  
Kara Riley

*High School Leads:*  
Patricia Williams  
Evette Zappone

Carpenter, Sarah  
Culver, Edwin  
Kilpatrick, Sean  
Lapointe, Mike  
Lestage, Jackie  
Munoz, Angela  
Pedalino, Rachel  
Stokes, Blair  
Thomas, Laura

Froese, Justin  
Martinez, Jason  
Salemme, Cassandra  
Thibodeau, Hannah

Desjardins, Melissa  
Kabusk, Alyssa  
Poulter, Craig

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Academic Achievements effective March 1, 2021:

Last Name	First Name	Degree/Step From	Degree/Step To	University
Acevedo	Paul	MA+15/16	6th/16	Un. Bridgeport
Arcamone	Daniele	MA/6	MA+15/6	Un. Hartford
Avzhiu	Bjanka	MA+15/6	6th/6	Un. Bridgeport
Bleau	Lisa	BA/3	MA/3	Central CT State Un.
Buonocore	Nicole	M15/12	6th/12	Augustana Un.
Burns	Cynthia	MA/7	6th/7	Western Governors Un.
Caligiuri	Kristen	6th/11	6th+15/11	Augustana Un.
Capaldo	Christine	6th/12	6th+15/12	Augustana Un.
Cassone	Kelly	6th/7	6th+15/7	Un. St. Joseph
Chiucarello	Lindsay	6th/4	6th+15/4	Un. Central Missouri
Conte	Joseph	M15/7	6th/7	Greenville U/So. New Hamp. U/Concordia U
Cremens	Lauren	M15/11	6th/11	Un. St. Joseph
Driscoll	Timothy	M15/12	6th/12	So. New Hampshire Un./Walden Un.
Dudley	Alexandrea	BA/7	MA/7	St. Joseph College
Dunn Brown	Fallon Gay	BA/4	MA/4	Liberty Un.
Fortier	Joseph	M15/7	6th/7	Central CT State Un.
Fusco	Sara	M15/4	6th/4	Greenville U/Dominican U
Giannelli	Alexandra	6th/2	6th+15/2	Un. St. Joseph
Hinton	Marci	M15/20	6th/20	Un. New England
Kalnis	Siobhan	M15/10	6th/10	Greenville U/Dominican U
Kulesza	Kimberly	6th/8	6th+15/8	Un. New England
Mancini-Bellemare	Doris	M15/14	6th/14	So. New Hampshire Un.
Mendello	Joseph	MA/6	M15/6	Un. Bridgeport
Milkovic	Katherine	M15/11	6th/11	Augustana Un.

Moquete	Geraldine	6th/13	6th+15/13	Teachers Columbia U/ Hunter Col./Walden Un.
Moreno-Lopez	Ruben	M15/7	6th/7	Un. Bridgeport
Munro	Cara	6th/11	6th+15/11	Southern CT State Un.
Radzimirski	Abigail	M15/4	6th/4	Augustana Un.
Yamashita-Iverson	Kazumi	6th/16	6th+15/16	Un. Bridgeport
Perlini	Jocelyn	BA/3	MA/3	Western Governors Un.
Rynar	Lynn	6th/11	6th+15/11	Medaille/So. New Hampshire U
Stango	Kerry	BA/4	MA/4	Un. St. Joseph

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

<b>Name</b>		<b>Position</b>		<b>Effective</b>
Campbell	Lloyd	Chase	Counselor	4/29/2021
Rutherford-Blowes	Deanna	District Wide	SLP	5/7/2021
Murphy	Amber	Bucks Hill	Counselor	5/6/2021
Provost (Rodriguez)	Meghan	Kennedy	Special Ed	3/25/2021
Lee	Jessica	Wallace	ELA	4/26/2021
Tyriq	Viola	Generali	Gr 2	4/29/2021

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher clean opening transfers effective 2021/2022 school year:

NAME		FROM: Previous School (temporary assignment)	TO: New School (permanent assignment)
Accomando	Taylor	Maloney Pre-K Spec. Ed	Maloney Pre-K Spec. Ed
Bickley	Robert	Wilby Science Biology & Environmental Science	Wilby Science Biology & Environmental Science
Burns	Dorothy	Duggan Gr K Co-Taught	Duggan Gr K Co-Taught
Camacho	Reuel	NEMS Music - Chorus	NEMS Music - Chorus
Cassidy	Lauren	NEMS Special Ed MS - ABA	NEMS Spec. Ed MS - ABA
Cummings	Thomas	Wallace SEL Counselor	Wallace SEL Counselor
Garcia-Pillot	Zulma M.	WSMS Bilingual Science Gr 6-8	WSMS Bilingual Science Gr 6-8
Giannelli	Alexandra	Maloney Special Ed Elem.	Maloney Special Ed Elem.
Jacobs	Tahida	Kennedy Guid. Counselor	Kennedy Guid. Counselor
Jones	Michael	Crosby ELS HS	Crosby ELA HS
Kozma	Tarra	WAMS Guid. Counselor.	WAMS Guid. Counselor
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
LeVasseur	Daniel	Wilson Math/Science Gr 5	Wilson Math/Science Gr 5
Munoz	Trevor	Wallace Social Studies	Wallace Social Studies
Muro	Candida	Rotella Gr 4	Rotella Gr 4
Muro	Nancy	Wilby FCS - Life Skills & Child Development	Wilby FCS - Life Skills & Child Development
Notchick	Maria	NEMS ELA Gr 6	NEMS ELA Gr 6
Perusse	Joseph	Wilby Tech Ed - Architectural CAD I	Wilby Tech Ed - Architectural CAD I
Pete	Latasha	Wallace Math Lab	Wallace Math Lab
Poveda	Carlos	Academic Academy Spanish MS	Academic Academy Spanish MS
Provost Rodriguez	Meghan	Kennedy Special Ed -CBT	Kennedy Special Ed -CBT

Rosado	Debra	Wallace SEL Counselor	Wallace SEL Counselor
Rose	Valerie	Generali Gr K	Generali Gr K
Rutherford-Blowes	Deanna	Districtwide SLP	Districtwide SLP
Sterner	Matthew	WSMS Special Ed	WSMS Special Ed
Tragni	Peter	NEMS SEL Counselor	NEMS SEL Counselor
Weinstein	Irene	Tinker Library Media	Tinker Library Media
Wojtunik	Katilynn	Regan Gr 1	Regan Gr 1
Zamora	Angel	Districtwide SLP	Districtwide SLP

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher clean opening transfers effective 2021/2022 school year:

NAME		FROM:	TO:
Cremins	Alison	WSMS ELA Gr 7	Kennedy Literacy Title I
Danay (McDonell)	Cassi	Crosby ELA HS	CHS Early College High ELA
Diaz	Elaine	WCA Human Services	Bucks Hill Annex Pre-K Reg. Ed
Durante	Janelle	Washington Gr 5	Walsh Gr 5
Griffin-Crosby	Denise	Reed ELA Gr 6	Carrington ELA Gr 6
Lee-Gorishti	Yolanda	CHS Physical Science HS	WCA Physical Science HS
Lund	Melissa	NEMS Computer Education Gr 6-8	WAMS Business
Matarazzo	Kristen	Generali Gr 3	Generali Gr K
Rivera Arroyo	Kalryn	Generali Gr 1	Generali Gr 2
Theriault	Patricia	WAMS Science MS	Enlightenment ELA MS
Thompson	Barbara	Bunker Hill Special Ed Elem	Reed Special Ed - Essential Skills
Valenti	Michele	Wallace Math Gr 6	Wallace Computer Education/Business
Viegas	Stacy	Wilson Art	Kingsbury Art
Wiener	Matthew	Enlightenment ELA HS	Kennedy ELA Hs

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #13.9

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Barbiero, Lois – Wilby ELA, effective 06/30/21.  
Chapman, Maria – Bucks Hill Literacy Facilitator, effective 04/30/21.  
Cyr, Gilman Jr. – KHS Biology, effective 06/16/21.  
Muro, Nancy – WHS FCS, effective 06/16/21.  
Murray, Paul – Maloney Math, effective 06/30/21.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #13.10

May 20, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

Cassella, Andrea – Hopeville Grade 2, effective 06/16/21

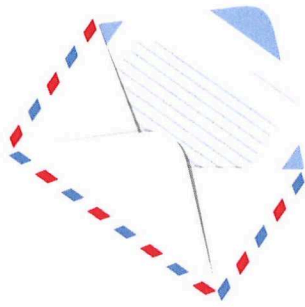
Douglas, Lydia – Enlightenment Art, effective 06/16/21.

Provoost, Jacqueline – Washington ESL, effective 06/16/21.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# COMMUNICATIONS



For the period of  
May 5, 2021 through May 18, 2021



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

April 30, 2021

Javier Rivera  
5-C Gilyard Dr.  
Waterbury, CT 06706

Dear Mr. Rivera:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wilby High School (Req. #2021190) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 13, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 13, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

April 30, 2021

Marquis Watson  
98 Shelley St., Apt. 1  
Waterbury, CT 06705

Dear Mr. Watson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ West Side Middle School (Req. #2021312) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 13, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 13, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

**REVISED**

Joel Cruz  
15 Walnut St., Fl. 2  
Waterbury, CT 06702

Dear Mr. Cruz:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2021473B) for the Department of Education – **Reed Elementary School**.

In this position your starting compensation will be \$15.21 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

**Your first day reporting to the Department of Education – Reed Elementary School is May 20, 2021.**

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

Lakisha Beary  
12 Patterson Court  
Waterbury, CT 06704

Dear Ms. Beary:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2021583D) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

LP/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

Gina Boisvert  
8 Nina Court  
Waterbury, CT 06704

Dear Ms. Boisvert:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2021583A) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 20, 2021 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

LP/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

Jennifer Downey  
275 N. Brooksvale Rd.  
Cheshire, CT 06410

Dear Ms. Downey:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2020251) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 20, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

LP/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

Senay Onur  
72 Stonefield Dr., Apt. 6  
Waterbury, CT 06705

Dear Ms. Onur:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2021583C) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 20, 2021 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

LP/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

Beatrice Vaitkus  
301 Tiffany Lane  
Bristol, CT 06010

Dear Ms. Vaitkus:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2021583) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 20, 2021 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

LP/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 11, 2021

Dianna Whitlock  
217 Moran St.  
Waterbury, CT 06704

Dear Ms. Whitlock:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2021583B) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 20, 2021 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

LP/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file