

WATERBURY BOARD OF EDUCATION

Special Meeting

Thursday, November 7, 2019 at 5:45 p.m.

State Street School Cafeteria

30 Church Street, Waterbury, CT 06706

Silent Prayer

Pledge of Allegiance to the Flag

Roll Call

Public Addresses the Board - Special Meeting Items Only.

1. Committee on Building & School Facilities – Commissioner J. Van Stone

- 1.1 Request approval of Final Plans (SCG-042), Phase Two of Five, for the Wendell Cross Project.
- 1.2 Request approval of a Professional Services Agreement between the Waterbury Development Corporation and Fuss & O'Neill Envirosience, LLC for Environmental Construction Administration and Project Oversight for the Wendell Cross Project.

Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #1.1

November 7, 2019

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends the Waterbury Board of Education approve the Request for Review of Final Plans Form SCG-042, phase two of five, for the Wendell Cross Elementary School Project, State Project 151-0295 EA/RR.

Approved:

Jason Van Stone



**DEPARTMENT OF ADMINISTRATIVE
SERVICES (DAS)**
Office of School Construction Grants & Review (OSCG&R)

**REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042**

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury	FACILITY NAME AND ADDRESS: Wendell Cross Elementary School 1255 Hamilton Ave Waterbury, CT 06706	STATE PROJECT NUMBER: 151-0295 EA/RR
		PHASE NUMBER: Two of Five

Estimated date* to begin construction Fall 2019 Estimated date to complete construction August 2021

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	11/7/19	/ /
School Building Committee	11/7/19	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated **10/31/19**, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated **10/31/19**, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Elizabeth C. Brown	11/7/19	
Chairperson's Name (Type or print)	Signature	Date

For the School Building Committee:

Jason Van Stone	11/7/19	
Chairperson's Name (Type or print)	Signature	Date

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Friar Architecture Inc.		860.678.1291
Firm Name (Type or print)	Signature	Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Dr. Verna D. Ruffin

Superintendent's Name (Type or print)	Signature	Date
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NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0295 EA/RR

Project Name: Wendell Cross Elementary School

Name of Contact Person: Bryce Sens	Telephone: 860.678.1291	Date: 10/31/19
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 10/31/19 for the above referenced project comply with all applicable building codes.

Gil Graveline

11/7/19

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 10/31/19 for the above referenced project comply with all applicable fire codes.

Michael Achlioptas

11/7/19

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 10/31/19 for the above referenced project comply with all applicable health codes.

William Quinn

11/7/19

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 10/31/19 for the above referenced project comply with all applicable accessibility codes.

Chris Harmon

11/7/19

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #1.2

November 7, 2019

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends the Waterbury Board of Education approve a Professional Services Agreement with The Waterbury Development Corporation and Fuss & O'Neill Enviroscience, LLC for environmental construction administration and project oversight services for the Wendell L. Cross School Renovation and Construction Project (state project 151-0295 EA/RR).

Approved:

Jason Van Stone

PROFESSIONAL SERVICES AGREEMENT

**Environmental Construction Administration and Project Oversight
Services for the Wendell L. Cross School Renovation and Construction
Project
between
The Waterbury Development Corporation
And
Fuss & O'Neill Envirosience, LLC**

THIS AGREEMENT, effective on the date signed by a duly authorized representative of the Waterbury Development Corporation, is by and between the **Waterbury Development Corporation**, ("WDC") located at 83 Bank Street, 3rd Floor, Waterbury, Connecticut 06702, acting on behalf of the **City Of Waterbury** (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and **Fuss & O'Neill Envirosience, LLC**, (the "Consultant") located at 146 Hartford Road, Manchester CT 06040, a State of Connecticut duly registered domestic limited liability company.

WHEREAS, the State of Connecticut has committed a Grant to the Waterbury Board of Education for the Wendell L. Cross Pre-K to 8th Grade School Construction Project subject to plan approval;

WHEREAS, the City of Waterbury Board of Education has established a Board of Education Building Committee to participate in the Wendell L. Cross Pre-K to 8th Grade School Construction Project;

WHEREAS, the City has designated WDC as its representative and Project Manager for the Wendell L. Cross Pre-K to 8th Grade School Construction Project;

WHEREAS, the Consultant submitted a proposal to WDC for Environmental Construction Administration and Project Oversight Services for the Wendell L. Cross School Renovation and Construction Project; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and all such shall be performed consistent with the Standard of Care defined within this Agreement. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances

and regulations including but not limited to those issued by the State of Connecticut Department of Energy and Environmental Protection (“DEEP”), Department of Public Health (“DPH”), Department of Administrative Services-Office of School Construction Grant Review (“DAS-OSCG&R”) and US Environmental Protection Agency (“EPA”), Grant and program requirements and with the Standard of Care. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City, WDC, DEEP, DPH, EPA or DAS-OSCG&R may require in order to be deemed complete in compliance with the Standard of Care.

1.1. The Project consists of the provision of environmental construction administration and project oversight services including planning, managing, performing and reporting on environmental activities, utilizing reporting formats and standardized forms and submitting deliverable reports as agreed upon with WDC for the renovation and construction of additions to the existing Wendell L. Cross School as required and in conformance with all applicable laws and regulations and the Connecticut High-Performance Building Standards.

All tasks shall be conducted in a transparent manner with the involvement of WDC and City officials and their designees, including the building engineer and operations staff and the Project Architect, Friar Architecture and Construction Manager at Risk, Newfield Construction Group. Services to be provided shall include, but not be limited to, all services described and provided for herein and all services as detailed and described in **Attachment A** which is hereby made a material provision of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all of which are made a part hereof:

- A. Consultant’s proposal to WDC, dated October 24, 2019 and including all presentation materials and concept drawings and exhibits including Pricing Table, Rate Schedule, Labor Rates and Reimbursable Expenses (the “Proposal”).
- B. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution (incorporated by reference); and Acknowledgment of Receipt of “Ethics and Conflicts of Interest Code”.
- C. Certificates of Insurance (incorporated by reference);
- D. Any and all amendment(s) and Change Orders issued by WDC after execution of the Contract (incorporated by reference);
- E. All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and
- F. All permits and licenses.

In addition to the services set forth above, and elsewhere in this Contract, the Consultant agrees to and shall reasonably cooperate with the Project Manager, the Construction Manager, the Architect, the Board of Education Building Committee, the Board of Education, City representatives and all other Project participants in good faith in an effort to promote the speedy and efficient construction of the Project. The Consultant agrees it has anticipated the cost of this relationship in its Proposal.

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

- i. This executed Contract.
- ii. Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference).
- iii. Consultant's Proposal.
- iv. Federal, State, and local laws, regulations, charter and ordinances

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and acknowledges and agrees that the City and WDC are entitled to and shall rely upon these representations.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WDC or the City, unless use of WDC or City employees or of personnel having a contractual relationship with WDC or the City is approved by WDC and the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified as may be legally required, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon WDC or the City's request, the Consultant

shall provide to WDC a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by WDC or the City to the Consultant and/or created by the Consultant for this Project shall be treated by the Consultant as proprietary to WDC and the City and confidential unless WDC and the City agree in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract, or where such information is already within the public realm or has been provided to the Consultant by a third party with the right to do so and such information does not infringe or any other entity's rights. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to WDC and the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the

Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, WDC or the City may remove the rubbish and charge the cost to the Consultant.

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of this Contract, and shall comply with the Standard of Care herein defined as the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

3.7. Due Diligence Obligation. The Consultant hereby represents that prior to the submission of its proposal it reviewed or was afforded opportunity, by WDC and the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby represents that:

3.7.1 it conducted or had opportunity to conduct Due Diligence prior to the submission of its proposal and, to the extent conditions were reasonably observable or identifiable through such Due Diligence within the Standard of Care, any additional costs, services or products associated with the conditions reasonably observable or identifiable by the Consultant prior to submission of its proposal shall be borne by the Consultant Furthermore the Consultant had the opportunity during the proposal process to ask questions that were reasonably necessary and to review the responses from the City;

3.7.2 its failure or omission to make reasonable investigation and verification of data within the Standard of Care 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 reasonably conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;

3.7.4 to the extent the Consultant reasonably performed Due Diligence within the Standard of Care, it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services that could or should have been reasonable observable or identifiable through the exercise of Due Diligence within the Standard of Care, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant;

3.7.5 except as otherwise set forth in Article 3.7, 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; and

3.7.6 except as otherwise set forth in Article 3.7, has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in any materials provided to it that it reviewed.

3.8. Reporting Requirement. The Consultant shall deliver monthly, written reports to WDC setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will reasonably be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by a principal of Consultant or his designee as has been accepted for this purpose in writing by WDC. The summary reporting will be further modified as necessary to meet the reporting requirements requested by WDC's Project Manager.

NOTE: the Consultant's failure to deliver any report required herein within a reasonable period of time shall be deemed a material breach of this Contract, The City and WDC hereby reserve the right to exercise all available legal remedy(ies) to address said breach.

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract no later than six (6) months following the Execution Date (the "Final Completion Date") and in accordance with the task completion dates and turnaround times provided in the Proposal ("Contract Time") or some other time as may be mutually agreed between the Consultant and WDC.

5.1. Time is and shall be of the essence for the timely completion of all Project milestones and completion dates for the Project as described in the Proposal. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will reasonably insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Consultant and WDC, that the Contract Time and Project Milestones are reasonable for the completion of the work in order for the completed construction and full utilization and occupancy of the Wendell L. Cross School by July 15, 2021.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE HUNDRED AND SIXTY ONE THOUSAND SEVEN HUNDRED AND SIXTY-FOUR DOLLARS and EIGHTY-THREE CENTS (\$161,764.83)** and shall be in accordance with Consultant's proposal, dated October 24, 2019. It is expressly agreed upon that the fee of \$161,764.83 is inclusive of all services, products and reimbursable expenses.

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

6.2.1 The Consultant and its affiliates are hereby provided with notice that WDC and the City reserve the right, in their sole discretion, to offset, withhold, or otherwise reduce payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes

delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for the Project shall be solely borne by the Consultant and are not included in the compensation to be paid by WDC to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend and hold harmless the State of Connecticut, DAS-OSCG&R, WDC, the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, reasonable costs and expenses including reasonable attorney's fees directly resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, 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 (other than the services itself) including the loss of use resulting therefrom; (ii) are directly caused in whole or in part by any willful or negligent act or omission of the Consultant or others for whom the Consultant is legally liable including but not limited to, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; or (iii) consists of an enforcement action or any claim for breach of the Consultant's duties hereunder.

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

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless WDC and the City as provided in this Contract. In the event that WDC and/or the City become aware of any potential claims as contemplated by this Contract they shall provide written notice of same to Consultant within two (2) business days.

8.4 The provisions of this Section 8 shall survive termination of this Contract.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by WDC and the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by WDC and the City. Insurance shall be provided by insurers that are satisfactory to WDC and the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's

Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to WDC or the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect WDC and the City from claims which may arise out of or result from the Consultant's obligation under this Contract, and shall require its subcontractors to purchase and maintain such insurance coverage necessary to protect the Consultant, WDC and the City from claims which may arise out of or result from the Consultant's subcontractors' obligations under this Contract.

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

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

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

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

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

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

9.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** Each Occurrence and **\$3,000,000.00** Aggregate.

9.4.5 Professional Liability Insurance: **\$5,000,000.00** each claim.
\$5,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add WDC and the City as additional insureds and to provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to WDC and the City, subject to 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 and the Waterbury Development Corporation, as follows: **"The City of Waterbury and the Waterbury Development Corporation 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."** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

9.9 The provisions of this Section 9 shall survive termination of this Contract.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such

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

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

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is

funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

13. Termination.

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

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

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

13.2. Termination for Convenience of WDC or the City. WDC or the City may terminate this Contract at any time for the convenience of either WDC or the City, by thirty (30) days' notice in writing from WDC to the Consultant. If this Contract is terminated by WDC or the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and further acknowledges that the Waterbury Development Corporation is a non-profit 501(c)(3) corporation and that this Contract is subject to the appropriation of funds by the City and WDC sufficient for this Contract for each budget year in which this Contract is in effect. The

Consultant therefore agrees that WDC or 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 payment(s) under this Contract are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law so long as the Consultant is paid in full for services provided prior to such termination within the Standard of Care under this Contract.

13.3.1 Effects of Non-Appropriation. If funds to enable the City and/or WDC to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, WDC or the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

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

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

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event WDC or the City terminates this Contract for cause, the Consultant shall relinquish to the City and WDC 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. ("Documents") provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) WDC.. With regard to third party products, the Consultant shall transfer all licenses to WDC which the Consultant is permitted to transfer in accordance with the applicable third party license. The Consultant shall be liable for all damages and reasonable costs including all actual and consequential damages directly resulting from the Consultant's breach including but not limited to increased cost of construction and materials, attorney's fees and costs, in addition to any assessed delay damage and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by WDC or the City for lack of funding or convenience, WDC shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to WDC or the City as of the Termination Date and the Consultant shall relinquish to WDC and 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 WDC or the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience WDC, the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, WDC 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 WDC may in its reasonable judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to WDC, in a manner reasonably specified by WDC, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, WDC, and (ii) WDC shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. WDC and The City acknowledge the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional

Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for WDC and the City under this Contract shall become the property of WDC and the City upon WDC payment for that Instrument of Professional Services and WDC and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

16. Subcontracting. The Consultant shall not, without the prior written approval of WDC, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name WDC and the City as an additional insured party and said subcontractors shall deliver to WDC and the City a certificate of insurance evidencing such coverages consistent with Section 10 of this Contract. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to WDC and the City for the acts and omissions of the Consultant's subcontractors and others for whom it is legally liable including persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. Neither Party shall 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 other Party and the City; provided, however, that claims for money due or to become due the Consultant from WDC 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 other Party. Any assignee shall be subject to the same terms and conditions of this Contract as it assignor.

18. Audit. The City and WDC reserve the right to audit the Consultant's books of account in relation to this Contract at any reasonable time and upon reasonable notice during the period of this Contract or during the twelve month period immediately following the closing or termination of this Contract. In the event WDC or the City elects to make such an audit, the

Consultant shall within a reasonable period of time make available to WDC and the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant or by someone for whom the Consultant is legally liable including those under the care and or control of the Consultant or by any subcontractor of the Consultant. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder, which acceptance shall not be unreasonably withheld.

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

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

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

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

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

25. Contract Change Orders.

25.1. At the sole discretion of WDC, a Change Order may be issued solely by WDC to modify an existing party obligation set forth in this Contract pursuant to the City of Waterbury Ordinances and approval DAS-OSCG&R if required and where the scope of the Change Order is:

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, unless otherwise mutually agreed by WDC and the Consultant, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by WDC or a designated representative of WDC and the Consultant. To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant and a duly designated representative of WDC prior to the

Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between WDC and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the Consultant's Proposal and (ii) documents referenced therein.

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that 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, WDC and the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by WDC or the City.

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

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

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

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

Consultant: Ms. Kathleen C. Pane
Fuss & O'Neill Enviroscience, LLC
146 Hartford Road
Manchester CT 06040

City: City of Waterbury
Office of Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702

WDC: Mr. James Nardozzi, CEO
Waterbury Development Corporation
83 Bank Street, 3rd Floor
Waterbury, CT 06702

Cc: Attorney Jean Perry Phillips
Pullman & Comley LLC
90 State House Square
Hartford CT 06103-3702

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

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

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with

WDC or the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

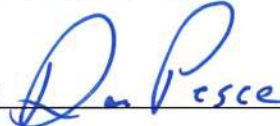
IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:


JoAnn S. Genovese

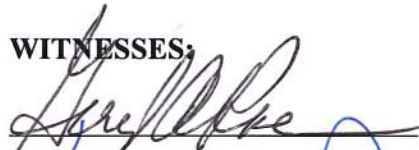


Tina Santiago

WATERBURY DEVELOPMENT CORPORATION

By: 

Date: 11/1/19

WITNESSES:

Fuss & O'Neill, Inc.

By: 

Its Sr. Vice President

Date: 10/29/2019

ATTACHMENT A



October 24, 2019

Mr. Dan Pesce
Interim Director
Waterbury Development Corporation
83 Bank Street, 3rd Floor
Waterbury, Connecticut 06702

RE: Environmental Construction Administration and Project Oversight Services
Wendell L. Cross Elementary School, 1255 Hamilton Avenue, Waterbury, CT
Fuss & O'Neill, EnviroScience, LLC. No. 20181334.A30

Dear Mr. Pesce:

Fuss & O'Neill, EnviroScience, LLC (Fuss & O'Neill) is pleased to submit this proposal to provide environmental construction administration and project oversight services associated with the demolition at the Wendell L. Cross Elementary School located at 1255 Hamilton Avenue in Waterbury, Connecticut (the "Site"). This proposal has been developed for the exclusive use of Waterbury Development Corporation (the "Client").

Our proposal is based on our evaluation of the project requirements and Fuss & O'Neill's ability to meet those requirements.

Project Background

The Site was formerly known as the East Mountain School. According to the as built plans that were available for the Site, the school building consists of three vintages. The original school was constructed in 1952 with a south addition constructed in 1958 and then a southwest corridor and gym addition in 1964.

The majority of the Site is scheduled for demolition. Based on hazardous building materials testing and previous environmental investigation review the Site contains asbestos, lead-based paint (LBP), polychlorinated biphenyl (PCB) containing building materials and areas of concern (AOCs) that may have had a release of hazardous constituents. AOCs were identified in a Phase I Environmental Site Assessment (ESA) performed by others. A Phase II ESA was not authorized to be performed at the Site.

Technical specifications were developed for the hazardous building materials abatement and to support investigative work for the AOCs that will be impacted by the Site development.

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www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

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October 24, 2019
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Scope of Services

Fuss & O'Neill proposes to provide the following services:

A. Contractor Submittal Review

Fuss & O'Neill will review contractor submittals as required by the bid specifications. The submittals include, but are not limited to, licensure, credentials, removal work plans, health and safety plans (HASPs), etc. Contractor submittals will be provided by Newfield Construction through Procore™ construction management software. Upon receipt we are provided 10 business days to review and comment on each submittal delivered to us through Procore.

B. Connecticut Department of Public Health (CTDPH) Alternative Work Practice (AWP) Submission

Fuss & O'Neill will develop an AWP application for approval by the CTDPH. The abatement contractor stated their remediation bid cost was based on an AWP to segregate asbestos vapor barrier material behind exterior brick walls and roofing materials during demolition. Lastly, as of October 3, 2019, the Contractor may seek an AWP for the construction of only critical barriers associated with interior abatement work areas. The abatement contractor will retain Fuss & O'Neill to develop the AWP and they will supply a letter from a structural engineer supporting the AWP application submission. The CTDPH approval letter for the management of these asbestos-containing materials (ACM) will state the Owner shall have a consultant on-site full time during the abatement. We have included costs to provide full time oversight in this proposal to support the AWP. Costs associated with the AWP application will be paid for by the abatement contractor and have not been included in this proposal. We anticipate one AWP to address the three scenarios for the Site. Upon receipt of the abatement contractor's required structural engineer's letter to support the AWP on October 21, 2019, Fuss & O'Neill submitted the AWP to the CTDPH on the same day for review. The CTDPH is allowed 10 days to review the application.

C. Hazardous Building Materials Construction Administration/Project Monitoring

The construction administration/project monitoring cost estimates are based on the following:

- According to the Phase 1 – Demolition & Abatement Schedule developed by Newfield Construction, dated August 12, 2019, included with the bid documents, the hazmat removal and demolition phase will be 95 days. We have based our oversight services on the 95 day schedule. We have assumed normal business hours, no overtime, holidays etc. We have assumed 8 hour days for a total of 760 hours.

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- Selective interior demolition (pre-hazmat removal) for 10 days. At this time we will be able to assess if assumed materials are present and collect bulk samples for asbestos content or lead content analyses. In addition we will be able to trace locations and quantities with the asbestos abatement contractor for ACM that was mostly inaccessible at the time of the inspections, for example, electrical wiring and pipe insulation within wall chases and fixed walls and ceiling systems.
- Hazardous building materials removal for 25 days. At this time we will be able to conduct further investigation not accomplished during the selective interior demolition discussed above. We will need to immediately conduct post remediation PCB sampling to establish if the extent of remediation specified was effective and to clear areas for asbestos removal. We will be documenting quantities removed in order to keep track of all materials and quantities on behalf of the Owner for potential credits. We will oversee the work to assure it is being conducted in accordance with the technical specifications and AWP. The AWP will require full time project monitoring.
- Existing utility demolition and removal for 5 days. The specifications assume ACM is associated with underground utilities. We have assumed oversight during this time to sample suspect materials for asbestos content.
- Building demolition for 55 days. At this time we will be overseeing the asbestos vapor barrier material, foundation material and roofing material segregation and removal per the AWP.
- We have assumed based on a verbal plan provided by the asbestos abatement contractor that the entire first floor will be one work area, the second floor a second work area and the crawl spaces a third for a total of three final air clearances (5 samples per area) by transmission electron microscopy (TEM), i.e. a total of 15 samples. We have assumed 4 miscellaneous work areas (7 samples per area) by phase contrast microscopy (PCM), i.e. a total of 28 samples.
- We have assumed 12 PCM background air samples at the regulated work area during the demolition/abatement for 55 days for a total of 660 samples.
- Sampling budget has been included for the testing of materials for asbestos content that were not accessible during the inspection work or for those materials assumed to contain asbestos.

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- Sampling budget has been provided to utilize an x-ray fluorescence (XRF) unit and collect paint chip samples for lead analysis associated with existing painted structural beams scheduled for new tie-ins at the elevator area to remain.
- Sampling budget has been provided for PCBs for the testing of materials that the Environmental Protection Agency (EPA) and/or Connecticut Department of Energy and Environmental Protection (CTDEEP) may highly recommend to test. In addition a sampling budget has been provided for post remediation PCB sampling associated with PCB Bulk Product Waste removal as required.
- Sampling budget has been provided for toxicity leaching procedure (TCLP) for lead waste associated with paint removal on structural beams. In addition for TCLP PCB analysis for facility waste profiling to support disposal.
- We have not included fees associated with dust/particulate monitoring associated with nuisance dust that may be generated during demolition and segregation activities

1. Full Time Project Monitoring and Daily Documentation

Fuss & O'Neill will observe pre-cleaning, safety procedures, and negative pressure enclosure (NPE) construction, three stage decontamination unit, waste load-out, and air pressure differential systems. Fuss & O'Neill will also conduct pre-abatement work area visual inspections.

Fuss & O'Neill will provide trained, experienced, and Connecticut-certified Asbestos Project Monitors to monitor airborne fiber concentrations and to verify adherence to technical specifications and the AWP during abatement activities. If deviations are noted, Fuss & O'Neill's Project Monitor will notify the Construction Manager/Owner, who will have the authority to stop the abatement work at any time it is determined that conditions are not within the specification and AWP, or that a health hazard might exist for other employees or building occupants, or that the potential exists for contamination of the environment.

The Project Monitor's specific on-site duties will include:

- Document that the asbestos abatement contractor is adhering to standard procedures identified in the technical specification and AWP during abatement work.
- Periodically collect and analyze on-site air samples by PCM to evaluate total airborne fiber concentrations adjacent to abatement activities. This will be a requirement as part of the AWP approval letter from the CTDPH. Background samples shall not exceed 0.010 fiber

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per cubic centimeter (f/cc) of air otherwise work will cease until a solution is provided and demonstrated effective.

- Routinely check regulated work area barriers for integrity, adherence to standard operating procedures, and proper engineering control systems are in place.

Fuss & O'Neill will conduct a final visual inspection for areas of asbestos removal to ensure the scope of abatement work has been completed, and to provide a final visual inspection form once abatement is complete. Fuss & O'Neill will also conduct final clearance air sampling subsequent to the final visual inspection within the interior work areas.

Collected air samples will be analyzed by PCM or as required by TEM and be compared to CTDPH re-occupancy standards. PCM samples will be analyzed by the Project Monitor. TEM samples will be analyzed by EMSL Analytical, Inc.

2. Abatement Contract Bid Evaluation

Fuss & O'Neill will quantify materials in the field compared to the base bid quantities and report quantity comparisons to the Client/Construction Manager/Owner for consideration. The information will be supplied in a spreadsheet. This evaluation will occur throughout the 95 day Contractor schedule for abatement and demolition.

3. Asbestos Bulk Sampling

Fuss & O'Neill will conduct bulk sampling of assumed ACM at the Site and/or ACM discovered during demolition/abatement that was not previously sampled. We assume this work will be conducted while on site project monitoring.

Fuss & O'Neill will collect samples of suspect ACM representing each homogenous material type (similar in color, texture, and vintage). Samples will be submitted for analysis by Polarized Light Microscopy (PLM) using the approved EPA Method 600/R-93/116 in accordance with accreditation of the National Institute of Standards and Technology (NIST). Non-friable Organically Bound (NOB) materials that are determined by PLM to be non-asbestos-containing or less than 1% asbestos shall be confirmed with Transmission Electron Microscopy (TEM) NOB Method.

NESHAP compliance suggests using Asbestos Hazard Emergency Response Act (AHERA) sampling protocols, even for non-school buildings. Using AHERA sampling protocols, the EPA considers a homogeneous material to be non-asbestos-containing upon receipt of 2 to 7 negative sample analytical results by PLM, depending on material type and quantity. Samples of suspect

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ACM will be collected in accordance with EPA recommendations and AHERA protocols. The protocols include the following:

- Surfacing Materials, such as plaster and spray-applied fireproofing, will be collected in a randomly distributed manner representing each homogenous area based on the overall quantity as follows:
 - Three samples will be collected from each homogenous area that is less than or equal to 1,000 square feet.
 - Five samples will be collected from each homogenous area that is greater than 1,000 square feet, but less than or equal to 5,000 square feet.
 - Seven samples will be collected from each homogenous area that is greater than 5,000 square feet.
- Thermal System Insulation (TSI), such as pipe, tank, and duct insulations, will be collected in a randomly distributed manner representing each homogenous area. Three bulk samples will be collected from each material and submitted for laboratory analysis. Also, we will collect at least one sample of each different patching material (less than 6 square feet) applied to TSI.
- Miscellaneous Materials, such as floor tile, gaskets, ceiling tiles, construction mastics, etc., will include a minimum of two representative samples collected for each different homogenous material type. Sampling will be conducted in a manner sufficient to determine asbestos content of the homogenous material as determined by the Asbestos Inspector(s).

Fuss & O'Neill will collect a set of samples of each different suspect material type. Analysis will be stopped upon receipt of the first positive asbestos result of each different suspect material type. If a positive result (> 1% asbestos) is not identified using the PLM method, confirmatory analysis using the TEM NOB Method will be performed.

We have included an estimated budget of 45 samples for PLM analysis. We will also perform confirmatory sample analysis of NOB materials using TEM NOB method. We have budgeted 15 samples for TEM NOB analysis. Sample analysis will be at unit rates per sample basis. Potential sampling is anticipated to occur within the Contractor's 95 day schedule for abatement and demolition. Lab results for PLM analysis will be received within 24 hours of the laboratory receiving the samples and TEM analysis results within 24 hours of the initial PLM analysis.

4. Testing of Surfaces for Lead-Based Paint by XRF and Lead Paint Chip Sampling

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Fuss & O'Neill previously performed LBP testing at the Site. We assume this work will be conducted while on site project monitoring. Structural beams associated with the elevator area (not scheduled for demolition) are scheduled for new tie-ins associated with new construction and have not been previously tested for lead content associated with primers/paint that are assumed present. Fuss & O'Neill will test the primer/paint at several locations by XRF and will collect 6 paint chip samples for lead analysis by Atomic Absorption Spectrometry (AAS). Lab results for AAS analysis will be received within 24 hours of the laboratory receiving the samples. XRF data is real time data that is immediately reported in the field on the instrumentation. Sampling is anticipated to occur within the Contractor's 95 day schedule for abatement and demolition.

It is necessary to ascertain the lead content of the paint so that contractors will know their responsibilities under Occupational Safety and Health Administration (OSHA) Title 29 CFR, Part 1926.62, Lead Exposure in Construction. The lead content of the painted surfaces can determine if TCLP analysis is required to determine waste disposal options. In addition, the building is a school building and will be re-occupied by children after construction completion. If LBP is identified it has been specified in the technical specifications to be abated in compliance with the EPA's Renovation, Repair and Painting (RRP) Rule (40 CFR 745.80 through 92).

5. Sampling of PCB-Containing Building Materials

Additional testing of building material for PCBs may be conducted if the EPA and/or CTDEEP highly recommend to test. The PCB removal specifications were provided to CTDEEP as part of the PCB Caulk Letter Form SCG-9008 requirements for the Connecticut Department of Administrative Services (DAS). The CTDEEP highly recommended additional testing which was performed. The CTDEEP and EPA stated they did not have time to review the test data until sometime in October. It is unknown if CTDEEP and/or EPA will suggest additional testing.

Exterior PCB Bulk Product Waste has been identified at the Site associated with the rear exterior door off the gym stage. Sampling of the adjacent brick will be conducted every 5 linear feet (LF) as stated in the technical specifications for post remediation sampling. We have assumed 24 samples for PCB analysis for post remediation sampling and potential EPA/ CTDEEP additional testing. Lab results for PCB analysis will be received within 72 hours of the laboratory receiving the samples.

We assume this work will be conducted while on site project monitoring. Sampling is anticipated to occur within the Contractor's 95 day schedule for abatement and demolition.

6. Lead and PCB TCLP

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Fuss & O'Neill will collect a representative sample of the paint removed from structural beams for tie-ins for lead TCLP analysis, if LBP is identified. In addition, we will collect PCB TCLP samples if required as part of the waste profile sampling for landfill acceptance of PCB containing building material disposal. We have assumed 1 sample for TCLP lead analysis and 3 samples for PCB TCLP analysis. We assume this work will be conducted while on site project monitoring. Lab results for PCB analysis will be received within one week of the laboratory receiving the samples. Sampling is anticipated to occur within the Contractor's 95 day schedule for abatement and demolition.

D. AOC Investigation

Based on a review of a previously conducted Phase I ESA by Milone and MacBroom we understand that the Site consisted of undeveloped land potentially used for agricultural purposes until the early 1950s when the original school building was constructed in the central portion of the Site.

Based on a review of the Phase I ESA the following potential areas of concern are present at the Site:

- Former 6,000-gallon UST: A heating oil underground storage tank was previously removed from the Site. No closure documentation for the UST exists.
- Potential for fill material: Grading activities were likely conducted during the construction of the various school improvements. It is not known if off-site fill materials were used to grade the site and if so the quality of fill materials used at the Site.
- Septic System: The original portion of the building has been serviced by a septic system since its construction. Any unintentional or intentional disposal of hazardous substance via the buildings waste water disposal system would have a direct migration pathway to the subsurface via the septic system.
- Electrical Equipment: Building plans indicate that a transformer room is present near the boiler room and electrical equipment is present near the entrance to the Site. Electrical equipment contains petroleum hydrocarbons and can contain PCBs.
- Storage Garage: A standalone storage garage is present and is used for the storage of property maintenance equipment and fuels.

The project technical specifications identify these AOCs. The abatement contractor scope includes conducting test pits in these areas for soil sample collection to profile the soils and determine if there has been a release that requires remediation/management as part of the Site work. The only area not included in the scope as it will not be effected by the Site work is the entire septic system. The leaching galleries are remaining and the tank and some associated piping will be removed.

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A summary of the soil sampling program is provided in the table below:

Proposed Soil Sampling

Investigation Area	Sampling Locations	Constituents of Concern
Former heating oil UST	6	VOCs, ETPH, and PAHs
Potential for presence of fill materials	6	VOCs, ETPH, heavy metals, PAHs, pesticides
Septic Tank and Partial Line Removal (No Galleries)	8	VOCs, ETPH, heavy metals, PAHs, and PCBs
Electrical equipment	2	ETPH, PCBs
Storage Garage – Surficial Sample	2	VOCs, ETPH, and PAHs

ETPH = extractable total petroleum compounds

PAHs = polycyclic aromatic compounds

PCBs = polychlorinated biphenyls

VOCs = volatile organic compounds

Heavy Metals = RCRA 8

If impacted soils are identified, the soils will require to be excavated and stockpiled and post excavation soil sampling will occur to identify if the extent of impacted soil has been removed or if further excavation is required. Connecticut's Remediation Standard Regulations will be used to benchmark the environmental condition of the AOCs. We have 18 samples for the same COCs as identified in the table above for post excavation sampling, not including potential for fill material at the Site. We have included a contingency (15%) for additional post excavation sampling in case further excavation is necessary.

We have budgeted four samples for additional waste profiling for disposal acceptance at landfill (one per AOC, not including fill materials), assuming the following additional constituents would be required: pH, TCLP metals, pesticides, herbicides, reactivity, flashpoint/ignitability, conductivity, paint filter test.

The soil samples collected and analyzed during this project will be submitted to Phoenix Environmental Laboratories, a State-certified analytical laboratory. The samples will be analyzed using USEPA-approved methods and in accordance with Connecticut's Reasonable Confidence Protocols. We have assumed that samples will be submitted to Phoenix Environmental Laboratories for analysis on a standard 5 day turnaround time (TAT), unless there is a specific reason to request expedited turnaround. Expedited TAT will be at an additional cost.

Text pits to investigate the AOCs and soil removal for off-site disposal (if necessary) and analytical profiling will be conducted by the contractor during the 95 day abatement and demolition schedule.

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E. Final Reporting

Fuss & O'Neill will prepare an asbestos abatement monitoring report that will document the project activities, removal and disposal of waste materials and provide paperwork generated by Fuss & O'Neill during project oversight (air clearance forms, laboratory data, daily site logs) as well as contractor submittals (daily logs, worker area logs, certifications, training, licensure, waste disposal records, etc.). The report will be issued within 60 days of our completion of project monitoring/oversight. The contractor has 45 days to return fully executed waste manifests from the time the waste was transported off – site. We are allowing an additional 15 days for our review and comment of project closure submittals from the contractor and time to acquire documents that may be missing. If the contractor does not provide all paperwork within the 60 days, we will complete and submit the report to the Client with the noted deficiencies.

We will prepare a PCB remediation report documenting the removal of PCB containing materials and post remediation sampling in compliance with the Performance Based Clean-Up and Disposal specification for the Site. This report time frame will be the same time frame as the asbestos abatement monitoring report (60 days).

We will prepare a Tank Closure Report summarizing our observations and the collected analytical data. The report will include figures showing the approximate sampling locations, a data summary table, the laboratory analytical reports, photographs, and disposal documentation. In addition, we will prepare an updated tank registration form to be mailed to DEEP and the local Fire Marshal, on behalf of the Owner. This report will be completed within 45 days from when oversight has been completed.

We will prepare an AOC Summary report summarizing test data and site activities, related to each AOC, with the exception of fill at the Site. This report will be completed within 45 days from when oversight has been completed.

Project Fees

A. Contractor Submittal Review

- | | | |
|----|---|------------|
| 1. | Contractor Submittal Review | \$1,236.00 |
| | Project Management/Associate (over 20 years experience)- | |
| | 6 hours @ \$190/hour = \$1,140 | |
| | Clerical/Administrative Staff - 1 hour @ \$60/hour = \$60 | |
| | Copies – 90 @ 0.40/page = \$36 | |

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B. CTDPH Alternative Work Practice Submission and Filing Fee

1. CTDPH AWP and Filing Fee Contractor to pay costs

C. Hazardous Building Materials Construction Administration/Project Monitoring

1. Project Monitoring/Engineering – Senior Engineer (over 8 years experience):

Assume 95, 8-hour days = 760 hours @ \$98/hour \$74,480.00

Note: work in excess of eight-hours in any one day, off-normal work hours,
or weekends will be invoiced at \$147.00/hour

PCM Air Sample Analysis (analyzed in field): \$6,880.00

4 work areas – 7 samples each work area = 28 samples

660 background samples

Estimate 688 samples @ \$10.00/sample

TEM Air Sample Analysis (24-hour lab turnaround) \$1,200.00

Assume 3 work areas – 5 samples each work area = 15 samples

Estimate 15 samples @ \$80.00/samples

Air Sampling Pumps – cost savings provided for per month versus \$500.00

Providing the per day rate

5 pumps per day @ \$250/month

Estimated 65 days (2 months)

2. Project Management/Associate \$32,870.00

Weekly meetings- Assume 14 meetings @ 2 hours/meeting = 28 hours

Assume 145 hours management during project

Estimate 173 hours @ \$190/hour

3. Mileage Allowance – 8,500 miles @ 0.58/mile (prevailing IRS rate) \$4,930.00

4. Asbestos Samples (Laboratory Unit Rates):

PLM Analysis (24 hour TAT)

Estimate 45 samples @ \$15.00/sample \$675.00

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	TEM NOB Analysis (24 hour TAT) Estimate 15 samples @ \$80.00/sample	\$1,200.00
5.	XRF Instrument for Lead Determination at Structural Beams 1 day @ \$250/day	\$250.00
6.	Lead Paint Chip Analysis by AAS (24 hour TAT) Estimate 6 samples @ \$15.00/sample	\$90.00
7.	PCB Bulk Samples (Soxhlet/8082 Method) (72 hour TAT) Estimate 24 samples @ \$135.00/sample *note Phoenix Laboratories, Inc. DAS contract will be expired. Cost savings to Client is unknown, therefore we have provided our standard rate cost.	\$3,240.00
8.	TCLP Lead Analysis (one week TAT) Estimate 1 sample \$75/sample	\$75.00
9.	TCLP PCB Analysis (one week TAT) Estimate 3 samples \$75/sample	\$225.00
	Total Cost Estimate Item C	\$126,615.00

D. AOC Investigation

1.	Geologist/Field Engineer Soil Sampling Labor Assume 10 hours Project Manager/Associate @ \$190/hour = \$1,900 Assume 16 hours Senior Engineer @ \$98/hour = \$1,568 Assume 40 hour Engineer @ \$85/hour = \$3,400 Assume 8 hours Clerical/Administrative @ \$60/hour = \$480 3 Days Company Vehicle for Equipment transport - \$100/day = \$300 Vehicle Mileage – 200 miles @ 0.35/mile = \$70 3 days Hand Auger @ \$25/day = \$75 6 days PID meter @ 75/day = \$450 4 Petro Flag Samples @ \$25/each = \$100 60 Terra Cores @ \$2/each = \$120 90 copies @ 0.40/each = \$36	\$8,499.00
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2.	Laboratory Analytical Costs for Soil Sampling	\$9,888.83
	24 VOCs @ \$70/each	
	20 PAHs @ \$75/each	
	10 Metals @ \$56/each	
	4 Conductivity @ \$48.75/each	
	4 Reactivity @ \$28/each	
	4 Paint Filter Test @ \$10/each	
	4 Herbicides @ \$95/each	
	30 ETPH @ \$48.75/each	
	16 PCB Soxhlet @ \$58/each	
	4 MCP Metals @ \$56/each	
	4 Flashpoint/Ignitability @ \$56/each	
	4 pH/corrosivity @ \$7/each	
	4 SVOCs @ \$165/each	
	4 Pesticides @ \$49/each	
	Total at cost \$8,189.50	
	15% overhead = \$1,228.43	
	5% contingency of \$9,417.93 = \$470.90	
	Total Cost Estimate Item D	\$18,387.83

E. Final Reporting

1.	Asbestos Abatement Monitoring Report	\$6,488.00
	Assume 12 hours Project Manager/Associate @ \$190/hour = \$2,280	
	Assume 36 hours Senior Engineer @ \$98/hour = \$3,528	
	Assume 8 hours Clerical/Administrative @ \$60/hour = \$480	
	500 copies @ 0.40/each = \$200	
2.	PCB Remediation Report	\$2,532.00
	Assume 4 hours Project Manager/Associate @ \$190/hour = \$760	
	Assume 14 hours Senior Engineer @ \$98/hour = \$1,372	
	Assume 5 hours Clerical/Administrative @ \$60/hour = \$300	
	250 copies @ 0.40/each = \$100	
3.	UST Closure Report	\$2,986.00
	Assume 5 hours Project Manager/Associate @ \$190/hour = \$950	
	Assume 18 hours Senior Engineer @ \$98/hour = \$1,764	
	Assume 4 hours Clerical/Administrative @ \$60/hour = \$240	
	80 copies @ 0.40/each = \$32	
4.	AOC Summary Report	\$3,520.00
	Assume 6 hours Project Manager/Associate @ \$190/hour = \$1,140	
	Assume 20 hours Senior Engineer @ \$98/hour = \$1,960	
	Assume 6 hours Clerical/Administrative @ \$60/hour = \$360	
	150 copies @ 0.40/each = \$60	

Mr. Dan Pesce
October 24, 2019
Page 14

Total Cost Estimate Item E	\$15,526.00
TOTAL COST ESTIMATE ITEMS A-E	\$161,764.83

Terms and Conditions

This proposal shall be valid for a period of 180 calendar days from the date of issuance. Terms and conditions of our engineering on call contract apply.

Agreement for Services


If you are in agreement with this proposal please indicate by signing the Authorization to Proceed or by providing a Purchase Order (PO) and returning it to our office via email, mail or fax.

Initiation of Services

Services are in progress and authorization is urgent.

Please contact us if you have any questions related to this proposal. We look forward to continue working with you.

Sincerely,



Kathleen C. Pane
Associate

KCP/kr

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)
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 2019)
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 2019)
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 §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.

Fuss & O'Neill EnviroScience, LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

10/24/19
Date

Robert May, Jr., Senior Vice President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

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

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

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

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

Certification

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

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

Fuss & O'Neill, EnviroScience, LLC
146 Hartford Road
Manchester, CT 06040

Print Name and Title of Authorized Representative:

Edward May Jr. Senior Vice President

Signature of Authorized Representative:



Date: 10/24/19

Corporate Resolution

I, Kevin Chase, hereby certify that I am the duly elected and acting Secretary of Fuss & O'Neill, Inc., a corporation organized and existing under the laws of the State of Connecticut. Fuss & O'Neill, Inc. is the sole member of Fuss & O'Neill EnviroScience, LLC. I 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 21st day of August, 2019.

"It is hereby resolved that Robert May is authorized to make, execute, and approve, on behalf of Fuss & O'Neill EnviroScience, 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, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Fuss & O'Neill, Inc. and therefore, Fuss & O'Neill EnviroScience, LLC this 24th day of October, 2019.



Secretary

(Corporate seal)



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.: CT Tax ID: 0975011-000

County of Hartford

Robert L. May, Jr., being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, Senior representative, agent or Vice President** of Fuss & O'Neill EnviroScience, LLC. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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 See attached listing			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Its: Chief Financial Officer
Title

CITY OF WATERBURY

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

State of Connecticut)

) SS CT Tax ID: 0975011-000

County of Hartford)

Robert May, Jr. being duly sworn,
Fuss & O'Neill
deposes and says that he/she is Senior Vice President of EnviroScience, LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 24th day of October 2019.

Karissa Redfield
(Notary Public)
My Commission Expires: 03/31/2021



Fuss & O'Neill, Inc., Owners

July 1, 2019 through June 30, 2020

Name	Title	Business Address	Stock %
Kevin J. Grigg	CEO, President, Director	146 Hartford Road Manchester, CT 06040	3.45
Dean E. Audet	Senior Vice President, Director	146 Hartford Road Manchester, CT 06040	5.52
Ted J. DeSantos	Senior Vice President	146 Hartford Road Manchester, CT 06040	5.52
Timothy J. St. Germain	Senior Vice President, Director	1550 Main Street, Suite 400 Springfield, MA 01103	5.52
Andrew R. Zlotnick	Senior Vice President	146 Hartford Road Manchester, CT 06040	5.52
Christopher J. Ecsedy	Senior Vice President	146 Hartford Road Manchester, CT 06040	5.52
Robert L. May, Jr.	Senior Vice President, Director	317 Iron Horse Way Providence, RI 02098	3.45
Virgil J. Lloyd	Senior Vice President	146 Hartford Road Manchester, CT 06040	3.45
John A. Chambers	Senior Vice President	317 Iron Horse Way Providence, RI 02098	5.52
Craig M. Lapinski	Senior Vice President, Director	146 Hartford Road Manchester, CT 06040	5.52
Robert M. Danielson	Vice President	146 Hartford Road Manchester, CT 06040	3.45
Christopher J. Ferrero	Vice President	146 Hartford Road Manchester, CT 06040	2.76
Erik V. Mas	Vice President, Director	1550 Main Street, Suite 400 Springfield, MA 01103	3.45
Eric M. Bernardin	Vice President	1550 Main Street, Suite 400 Springfield, MA 01103	3.45
Kevin Sullivan	Vice President, Director	108 Myrtle Street, Suite 502 Quincy, MA 02171	3.45
Phil E. Forzley	Vice President	146 Hartford Road Manchester, CT 06040	3.45
Kurt A. Mailman	Vice President	1550 Main Street, Suite 400 Springfield, MA 01103	3.45
Kristen Solloway	Vice President	146 Hartford Road Manchester, CT 06040	3.45
Adam Barbash	Vice President	146 Hartford Road Manchester, CT 06040	3.45
Shawn Martin	Vice President	317 Iron Horse Way Providence, RI 02098	3.45
John Byatt	Vice President	540 N. Commercial Street Manchester, NH 03101	3.45
JoAnn Fryer	Vice President	540 N. Commercial Street Manchester, NH 03101	3.45
Katherine Nanowski	Vice President	146 Hartford Road Manchester, CT 06040	3.45
Margaret Snape	Vice President	146 Hartford Road Manchester, CT 06040	3.45
Elizabeth Landry	Vice President	146 Hartford Road Manchester, CT 06040	3.45

Subscribed and sworn to before me this 24 day of October 2019.


(Notary Public)

My Commission Expires: 03/31/2021





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/23/2019

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 Willis of Connecticut, LLC c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:		
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No): 1-888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B: Travelers Property Casualty Insurance Comp		36161
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** W13487943**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						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		Y	Y	02 UUN BA0858	04/01/2019	04/01/2020	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y	02UENBA0813	04/01/2019	04/01/2020	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	ZUP-41M13827-19-NF	04/01/2019	04/01/2020	AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	02WEEL9372	04/01/2019	04/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Auto Liability - MA Scheduled Autos	Y	Y	02UENBA0809	04/01/2019	04/01/2020	Combined Single Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:

Fuss & O'Neill, Inc.

Fuss & O'Neill Manufacturing Solutions, LLC

Fuss & O'Neill Consulting Engineers, P.C. dba Fuss & O'Neill of New York

SEE ATTACHED

CERTIFICATE HOLDER

City of Waterbury 236 Grand Street Waterbury, CT 06702
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 18715898

BATCH: 1424172



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Connecticut, LLC		NAMED INSURED Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

PROJECT NUMBER: 20181334.A30
PROJECT NAME: Wendell L. Cross Elementary School
PROJECT MANAGER: Kathleen Pane
PROJECT ADDRESS/LOCATION: 1255 Hamilton Avenue, Waterbury, CT 06706

The City of Waterbury and the Waterbury Development Corporation are included as Additional Insureds as respects to Auto Liability where required by written contract, General Liability, Umbrella/Excess Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Auto Liability where required by written contract, General Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Lexington Insurance Company

NAIC#: 19437

POLICY NUMBER: 021456801 **EFF DATE:** 04/01/2019 **EXP DATE:** 04/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Ea Claim:	\$5,000,000
No Retro Date Applies	Aggregate:	\$5,000,000
	Retention	\$300,000