

Board of Education

REGULAR MEETING

Thursday, May 17, 2018 – 6:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

A G E N D A

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Communications*

- a) Email communications from CABE dated April 27, 2018 and May 11, 2018 regarding policy highlights.
- b) Email communication dated May 3, 2018 from Ryan Henderson regarding ABA Therapists.
- c) Copy of communication dated May 7, 2018 from Civil Service offering Aurea Figueroa Matos the position of Lunch Aide.

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

6. *Deputy Superintendent's Announcements*

7. *President's Comments*

8. *Consent Calendar*

- 8.1 *Committee of the Whole:* Request approval of a Memorandum of Understanding/Program Acknowledgment with Connecticut Military Department for STARBASE CT for academic year 2017-2018.
- 8.2 *Committee on School Facilities & Grounds:* Use of school facilities by school organizations and/or City departments.
- 8.3 *Committee on School Facilities & Grounds:* Use of school facilities by outside organizations and/or waiver requests.

9. *Items Removed from Consent Calendar*

10. *Committee on School Personnel* – Commissioner Stango

- 10.1 Job specifications for the new position of Assistant Superintendent – Elementary.
- 10.2 Job specifications for the new position of Assistant Superintendent – Secondary.

10.3 Job specifications for the new position of Assistant Superintendent – Magnet Schools, Alternative Education Programs, and Student Services.

10.4 Revised job specifications for the position of Supervisor of Early Childhood Education.

11. Committee on Finance – Commissioner Awwad

11.1 Contract with Barall & Konover Floors for floor replacement at RMS.

11.2 Contract with Utility Communications, Inc. for S2 Video Camera Upgrade.

11.3 Contract with Connecticut Custom Aquatics for Pool Chlorination and Filtration Replacements.

11.4 Contract with Young Men’s Christian Association for 21st Century Summer Day Camp.

11.5 Connecticut State Department of Education 2017-2018 Consolidated Alliance District/Priority School District Application.

12. Committee on Curriculum – Commissioner T. Van Stone

12.1 Adoption of McGraw-Hill “Wonders” K – 5 ELA Program.

12.2 Adoption of HMH “Science Dimensions” K – 5 Science Program.

13. Committee on Policy – Commissioner Sweeney

13.1 Homeless Students Policy (#5118.1).

13.2 Nondiscrimination Policies (#0521, 4118.14, 5145.4).

13.3 Education Records Policy (#5125).

14. Superintendent’s Notification to the Board

14.1 Athletic appointments:

Farrington, Thomas – Assistant Football Coach, WCA, effective 08/13/18.

Gwiazdoski, Paul – Girls Tennis Coach, CHS, effective 04/06/18.

Hagley, Katlyn – Assistant Outdoor Track Coach, KHS, effective 04/07/18.

McKenna, Ian – JV Softball Coach, CHS, effective 03/27/18.

Monroe, Michael – JV Baseball Coach, WHS, effective 04/26/18.

O’Brien, Nicholas – Head Outdoor Track Coach, KHS, effective 04/07/18.

O’Leary, Ronan – Assistant Football Coach, WCA, effective 08/13/18.

14.2 Appointments:

Theriault, Michael – Soar to Success Summer School Coordinator, effective immediately.

14.3 Grant funded appointments effective immediately:

Hayden, Jennifer – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Miller, Toni – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Munoz, Victoria – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Richards, Jean – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Vigliotti, Frank – Network Specialist, salary and benefits according to the SEIU contract, funded Magnet Operating Grant, effective immediately.

Wolff, Nicole – Teacher Substitute, SDE Afterschool Program.

14.4 Teacher hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Acevedo-Usuga	Mateo	West Side	PE	3/19/2018
Davis	Claudia	Sprague	Gr. 5	4/5/2018
Demirs	Matthew	Wallace	PE	3/19/2018
Gray	Stacy	Wilson	Gr. 5	4/9/2018
Linares	Christopher	WCA	PE	3/12/2018
Sambrook	Nicole	Wilson	Gr. 3	3/15/2018

14.5 Resignations:

Milo, Jonathan – Art Teacher, Washington/Bucks Hill Annex, eff. 06/30/18.

15. Unfinished Business of Preceding Meeting Only

16. Other Unfinished, New, and Miscellaneous Business

17. Executive Session

18. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.2

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

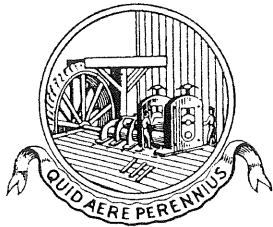
With the approval of the Committee on Finance, the Deputy Superintendent of Schools recommends approval of a contract with Utility Communications Inc. for S2 Video Camera Upgrades at Waterbury Career Academy, Waterbury Arts Magnet School, and Reed Elementary School.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Catherine N. Awwad



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 597-3433 ♦ Fax (203) 574-6703

Robert Henry
Deputy Superintendent of Schools

Robert C. Brenker
Interim Chief Operating Officer
and Chief of Staff

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: Robert C. Brenker, Interim Chief Operating Officer and Chief of Staff

DATE: May 14, 2018

SUBJECT: S2 Video Camera Upgrades Contract at Reed, Waterbury Arts and Waterbury Career Academy

The Education Department would like to contract with Utility Communications, Incorporated for S2 Video Camera upgrades at Reed, Waterbury Career Academy and Waterbury Arts Schools. Video camera upgrades includes equipment installation, integrating existing equipment, identifying all non-working cameras, licenses and training of BOE personnel. All contract work will be completed by October 1, 2018.

The total amount of the contract is \$124,960, consisting of a base amount of \$119,010 and a contingency of \$5,950, which was bid by school (Reed \$40,552 Base + \$1983.34 Contingency, WAMS \$28,890 Base + \$1983.33 Contingency, WCA \$49,568 Base, \$1983.33 Contingency). Utility Communications was the lowest of four bidders; bid list attached. The Department of Education has used Utility Communications in the past and is very satisfied with their work.

Thank you for your consideration.

RCB/mc

cc: Linda Wihbey, Corporation Counsel
File

CONSTRUCTION CONTRACT
for
S2 School Video Camera Upgrade – Phase 1
between
City of Waterbury
and
Utility Communications, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Utility Communications, Inc., located at 920 Sherman Avenue, Hamden, Connecticut 06514, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 6086** for S2 Video Camera Upgrade – Phase 1; and,

WHEREAS, the City accepted the Contractor's bid for **ITB Number 6086** for S2 Video Camera Upgrade - Phase 1; and

WHEREAS, the City desires to obtain the Contractor's services for S2 Video Camera Upgrade - Phase 1 pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of upgrading S2 Video Camera Systems at Waterbury Career Academy, Waterbury Arts Magnet School and Jonathan Reed Elementary School as detailed and described in the Bid Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury Invitation To Bid No. 6086, including Technical Specifications, and excluding contract compliance packet and sample contract, consisting of 29 pages, (attached hereto)
- ii. Contractor's Response to City of Waterbury Invitation to Bid No. 6086, consisting of 32 pages, (attached hereto)
- iii. Bid Addenda dated April 23, 2018, consisting of 3 pages (attached hereto)
- iv. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, (incorporated herein by reference)
- v. City of Waterbury Invitation to Bid No. 6086 Contract Compliance Packet, (incorporated herein by reference).
- vi. Performance Bond and Payment Bond, (incorporated herein by reference.)
- vii. Certificates of Insurance, (incorporated herein by reference.)
- viii. Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference)
- ix. All applicable Federal, State and local statutes, regulations charter and ordinances, (incorporated by reference)
- x. All permits and licenses (incorporated by reference)

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflicts 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. Contract Amendment(s) and Change Orders
- ii. Contract
- iii. Contractor's Bid Form
- iv. Federal, State, and local laws, regulations, charter and ordinances
- v. Technical Specifications

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

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

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

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **ITB Number 6086** (collectively "Bid Documents");

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

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

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

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

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

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery

and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday Office, unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the School Inspector's Office to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

4.2. The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. **Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract by August 24, 2018, and shall reach Final Completion by October 1, 2018, ("Contract Time").

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

5.2. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.3. The Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00) per calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the time for Substantial Completion and/or Final Completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

6. **Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS (\$124,960.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, "Contractor's Bid, dated April 27, 2018", which is summarized below:

- i. Waterbury Career Academy Base Bid in an amount not to exceed Forty-Nine Thousand Five Hundred Sixty-Eight Dollars.....\$49,568.00
- ii. Waterbury Arts Magnet School Base Bid in an amount not to exceed Twenty Eight Thousand Eight Hundred Ninety Dollars.....\$28,890.00
- iii. Johnathan Reed Elementary School Base Bid in an amount not to exceed Forty Thousand Five Hundred Fifty-Two Dollars.....\$40,552.00
- iv. *Contingency Allowance in an amount not to exceed Five Thousand Nine Hundred Fifty Dollars.....\$5,950.00

*Contingency. At sole discretion and control of the City, the Contingency amounts as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this Contract and requested by the City in writing to be performed by the Contractor.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc.,

the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **ITB Number 6086** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No

payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 Submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge, including shipping and travel time during normal business hours, any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) Three Hundred Sixty-Five (365) calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship for the period of one year from the system acceptance. During the warranty period, major system outages will be covered on a 24 hour basis. A notarized statement, signed by a corporate officer will be provided upon system acceptance. Contractor shall supply to the City copies of any written

manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, 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, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Contractor, 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.

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

9.3. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, 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 Paragraphs 9.1 and 9.2, above, shall not be

limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.5 Builder's Risk Insurance: Not Applicable

11.4.6 Contractors Pollution Liability Insurance: Not Applicable

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees and any other person acting under, through, or for them, as an additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Worker's Compensation. All policies shall include a waiver of subrogation"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Board of Education of the City of Waterbury and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015
Special Session Public Act 15-5.**

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

12.4.3 The Contractor shall be subject to the following set-aside requirements if

the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

13.3. Affirmative Action.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

14.1. Conformance with an Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects.

14.1.1 If applicable, the Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i.** "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii.** "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii.** "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv.** "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v.** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi.** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii.** "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii.** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform

work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job title.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

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

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

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

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other

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

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

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

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

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

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving

written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may,

upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

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

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using

Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

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

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

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the

ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The

Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **ITB Number 6086** and (ii) the Contractor's Bid response to **ITB Number 6086**, dated April 27, 2018. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Utility Communications, Inc.
920 Sherman Avenue
Hamden, CT 06514
Attention: Edward L Abrams, President

City: City of Waterbury, Department of Education
Chase Municipal Building
236 Grand Street
Waterbury, CT 06702
Attention: Robert Brenker, Interim Chief Operating
Officer and Chief of Staff

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

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

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

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

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

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

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

or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for

purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: City of Waterbury Department of Education.

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

Utility Communications, Inc.

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury Invitation To Bid No. 6086, including Technical Specifications, and excluding contract compliance packet and sample contract, consisting of 29 pages, (attached hereto)
- ii. Contractor's Response to City of Waterbury Invitation to Bid No. 6086, consisting of 32 pages, (attached hereto)
- iii. Bid Addenda dated April 23, 2018, consisting of 3 pages (attached hereto)

CONSTRUCTION CONTRACT for School Video Camera Upgrades between
City of Waterbury and Utility Communications, Inc.

ATTACHMENT A

THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

ITB #6086

INVITATION TO BID

Sealed Bids for **S2 Video Camera Upgrade – Phase 1** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **11:45 a.m. on April 30, 2018** and at that time and place will be publicly opened and read aloud. No bids will be received after **11:45 a.m.** on the day the bids are to be opened.

The Work consist(s) of: **Upgrading S2 Video Camera Systems at Waterbury Career Schools, Waterbury Arts Magnet School, and Jonathan Reed School.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **"S2 Video Camera Upgrade- Phase1"** and shall contain the name and address of the Bidder on the envelope.

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will start at Waterbury Arts Magnet School, 16 South Elm Street, at 10:00 a.m. on April 18, 2018. Further information will be provided on site for the walkthrough at Jonathan Reed and Waterbury Career Academy.

Attendance at the pre-bid conference by a representative of each Bidder is mandatory.

This contract is subject to state set-aside and contract compliance requirements. State funding for this contract is anticipated to be 100%.

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

ITB #6086

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THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **April 20, 2018, 2 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **April 24, 2018, 2 p.m.**

Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, one (1) paper copy, as well as a copy of the original Bid in pdf format on a CD or flash drive, Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. **Bids will not be received or accepted by the CITY from perspective Bidders who did not attend a mandatory pre-bid conference.**
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.
- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.

- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.
- 9.5 PRE-CONTRACT AWARD REQUIREMENTS: After submitting a bid proposal, and prior to award of a contract, the selected Contractor(s) will be required to attend a pre-construction/scope review meeting. At this meeting, the scope of work and requirements of the documents will be reviewed to confirm the lowest, qualified, responsible bidder. When advised by the Owner and prior to the award of a contract, each trade contractor shall submit to the Owner a list of the proposed subcontractors which the trade contractor intends on using for the project.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor,

and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1 The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

- 13.3 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.

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

13.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

13.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL). Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

- 13.4.3 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**

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

- 13.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

- 13.4.5 Builder's Risk Insurance:** Not Applicable -

- 13.4.6 Contractors Pollution Liability Insurance:** Not Applicable -

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

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

- 13.7 Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed as an as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury as follows: **"The City of Waterbury is listed as an Additional Insured on a primary and non- contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".
- 16.2 The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

END OF SECTION

THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

ITB #6086

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: _____

By Bidder's Authorized Representative

Signature: _____

Name _____
(Print or Type)

Title _____
(Print or Type)

Date _____
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

ITB #6086

SECTION 00400

Date: _____

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

BID ITEMS

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	<u>Waterbury Career Academy</u> , (Refer to attached technical specifications)	\$ _____ .00
2.0	<u>Waterbury Arts Magnet School</u> , (Refer to attached technical specifications)	\$ _____ .00
3.0	<u>Jonathan Reed Elementary School</u> , (Refer to attached technical specifications)	\$ _____ .00
<u>Sub Total Bid Items 1.0 – 3.0</u> (in words)		
		\$ _____ .00
4.0	Allowance for Changes; 5% of Sub Total Bid Items 1.0 – 3.0 (in words)	\$ _____ .00
		_____ ALLOWANCE
<u>TOTAL BID PRICE ITEMS 1.0 – 4.0</u> (in words)		
		\$ _____ .00

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

(Name)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

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

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY
S2 Video Camera Upgrade – Phase 1
ITB #6086

SECTION 00500
TECHNICAL SPECIFICATIONS

Bidders **MUST BE** certified and trained S2 Security resellers.
All work must be completed and invoiced by October 1, 2018
All bid prices to include parts and labor.

Waterbury Career Academy, 175 Birch Street

Install Two S2 Security Model S2-NetVR750 64 channel NVRs with each containing 40 terabytes of disk storage.

Install new S2-VR-1C IP camera licenses.

Integrate S2 NVRs with existing S2 access control Netbox S2 video platform.

Identify all the non-working cameras in the system

Fully train administration personnel.

Waterbury Arts Magnet School, 16 S. Elm Street

Install One S2 Security Model S2-NetVR750 64 channel NVR containing 24 terabytes of disk storage.

Install Four Axis encoders model P7216.

Remove two PTZ cameras and Install Two IP dome cameras, Hikvision, 4 megapixel, 2.8mm fixed lens.

Identify all the non-working cameras in the system.

Clearly identify and mark all the wiring in the NVR room

Install new S2-VR-1C IP camera licenses.

Integrate S2 NVRs with existing S2 access control Netbox S2 video platform.

Fully train administration personnel.

Jonathan Reed Elementary School, 33 Griggs Street

Install One S2 Security Model S2-NetVR750 32 channel NVR containing 16 terabytes of disk storage.

Install One S2 Security Model S2-NetVR750 16 channel NVR containing 8 terabytes of disk storage.

Install Three Axis encoders model P7216.

Replace five non-working PTZ cameras and Install Five new IP dome cameras- model Hikvision, 4 megapixels, 2.8mm fixed lens.

Install One IP dome camera model Hikvision, 4 megapixel, 2.8mm fixed in main office. Include running new Cat5 wire.

Install new S2-VR-1C IP camera licenses.

Integrate existing S2 access control Netbox S2 video platform.

Identify all the non-working cameras in the system.

Fully train administration personnel.

Project: Waterbury Public Schools Video Upgrades

**Minimum Rates and Classifications
for Building Construction**

ID# : B 24370

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Waterbury

State#:

FAP#:

Project: Waterbury Public Schools Video Upgrades

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	39.00	28.76

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2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	29.25	19.50
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	29.50	19.50
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.75	19.50
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	29.75	19.50
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.75	19.50
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4e) Group 6: Blasters, nuclear and toxic waste removal.	31.00	19.50
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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	30.25	19.50
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	19.50
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	19.50
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4i) Group 10: Traffic Control Signalman	16.00	19.50
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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34
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5a) Millwrights	33.14	25.74
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.27	25.00 + 3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b
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-----LINE CONSTRUCTION-----		
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Groundman	26.50	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	36.28	20.45 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.30	24.05 + a
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Group 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.98	24.05 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.24	24.05 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.85	24.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.26	24.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.26	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.95	24.05 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.61	24.05 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.21	24.05 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.78	24.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.74	24.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.74	24.05 + a
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Group 12: Wellpoint operator.	33.68	24.05 + a
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Group 13: Compressor battery operator.	33.10	24.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.96	24.05 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.55	24.05 + a
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Group 16: Maintenance Engineer/Oiler.	30.90	24.05 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.79	24.05 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	32.72	20.45
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As of: Tuesday, March 27, 2018

Project: Waterbury Public Schools Video Upgrades

10b) Taping Only/Drywall Finishing	33.47	20.45
------------------------------------	-------	-------

10c) Paperhanger and Red Label	33.22	20.45
--------------------------------	-------	-------

10e) Blast and Spray	35.72	20.45
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	41.62	30.36
--	-------	-------

12) Well Digger, Pile Testing Machine	33.01	19.40 + a
---------------------------------------	-------	-----------

Rofer: Cole Tar Pitch	41.00	16.50 + a
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As of: Tuesday, March 27, 2018

Project: Waterbury Public Schools Video Upgrades

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	39.50	16.50 + a
--	-------	-----------

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.18	34.29
--	-------	-------

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	41.62	30.36
---	-------	-------

-----TRUCK DRIVERS-----

17a) 2 Axle	29.13	22.32 + a
-------------	-------	-----------

17b) 3 Axle, 2 Axle Ready Mix	29.23	22.32 + a
-------------------------------	-------	-----------

As of: Tuesday, March 27, 2018

Project: Waterbury Public Schools Video Upgrades

17c) 3 Axle Ready Mix	29.28	22.32 + a
-----------------------	-------	-----------

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	22.32 + a
---	-------	-----------

17e) 4 Axle Ready Mix	29.38	22.32 + a
-----------------------	-------	-----------

17f) Heavy Duty Trailer (40 Tons and Over)	29.58	22.32 + a
--	-------	-----------

17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	22.32 + a
--	-------	-----------

18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
--	-------	-----------

As of: Tuesday, March 27, 2018

Project: Waterbury Public Schools Video Upgrades

19) Theatrical Stage Journeyman

25.76

7.34

As of: Tuesday, March 27, 2018

Project: Waterbury Public Schools Video Upgrades

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Tuesday, March 27, 2018

Project: Waterbury Public Schools Video Upgrades

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Tuesday, March 27, 2018

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

April 27, 2018

Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Re: S2 Video Camera Upgrade – Phase 1
ITB #6086

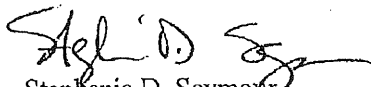
Dear Mr. Orso,

Utility Communications, Inc. is pleased to submit a proposal for the City of Waterbury's S2 Video Camera Upgrade – Phase 1, ITB #6086. Our company has invested considerable time and manpower in the development of this proposal and we have considered all requirements very carefully.

Utility Communications is an authorized sales and service dealer for S2 Video and S2 Access Control Systems. We're a Gold level camera dealer and are very confident that we can meet any design, sales, and service, maintenance and installation requirements for the City of Waterbury's video security systems.

We look forward to the opportunity to review our proposal with the City of Waterbury, which will remain in effect for 120 days from the RFQ due date. If you have questions concerning our proposal or any other matter, please do not hesitate to call on us at any time.

Sincerely,


Stephanie D. Seymour
Account Executive



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

CITY OF WATERBURY

ITB #6086

S2 Video Camera Upgrade – Phase 1

INDEX

Tab #1	Bid Documents
Tab #2	S2 Security Letter
Tab #3	Addendum #1
Tab #4	Statement of Work
Tab #5	References
Tab #6	Vendor Overview

April 29, 2018

City of Waterbury

S2 Video Camera Upgrade PHASE 1

ITB #6086



**UTILITY
COMMUNICATIONS, INC.**

920 Sherman Ave.
Hamden, CT 06514
(800) 443-1306

THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

ITB #6086

SECTION 00400

Date: April 27, 2018

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Utility Communications, Inc.
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

BID ITEMS

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	Forty-nine thousand, five hundred and sixty - eight dollars. <u>Waterbury Career Academy</u> , (Refer to attached technical specifications)	<u>\$49,568.00</u>
2.0	Twenty eight thousand and eight hundred and ninety dollars. <u>Waterbury Arts Magnet School</u> , (Refer to attached technical specifications)	<u>\$28,890.00</u>
3.0	Forty thousand, five hundred and fifty-two dollars <u>Jonathan Reed Elementary School</u> , (Refer to attached technical specifications)	<u>\$40,552.00</u>
Sub Total Bid Items 1.0 - 3.0 (In words) <u>One hundred and nineteen thousand and ten dollars</u>		<u>\$119,010.00 .00</u>
4.0	Allowance for Changes; 5% of Sub Total Bid Items 1.0 - 3.0 (In words) <u>Five thousand, nine hundred and fifty dollars</u> ALLOWANCE	<u>\$5,950.00</u>
TOTAL BID PRICE ITEMS 1.0 - 4.0 (In words) <u>One hundred and twenty four thousand nine hundred and sixty dollars.</u>		<u>\$124,960.00 .00</u>

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

06-0863774
Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name: Utility Communications, Inc

Gwen Milone
Corporate Officer Treasurer
(If applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Stephanie D. Seymour
(Name)

By: Account Executive
(Title)

920 Sherman Ave.
(Business Address)

Hamden, CT 06514
(City, State, Zip Code)

Date: April 26, 2018

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

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☒ X

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒ X

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
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.

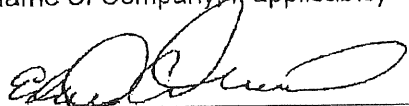
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

Utility Communications, Inc.

(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

4/27/2018

Date

Edward Abrams President

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

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.: _____

County of New Haven

Edward Abrams, being
first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President**
(Utility Communications, Inc.), the Contractor that has submitted the attached
agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
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. Rich Kemp	Account Executive	Utility Communications Inc.	Material and Service	
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		

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

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

Name	Title	DOB	Stock %
1. Edward Abrams	President		96%
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 Utility Communications, Inc.	Connecticut	Hamden
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

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

In presence of:

Witness

Name of Partnership/Business

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of Connecticut)

) SS

County of New Haven)

_____ being duly sworn,

Deposes and says that he/she is Edward Abrams of Utility Communications, and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 24 day of April, 2018.

(Notary Public)

My Commission Expires: _____

For Corporation

Stephen D. Sy...
Witness

Edward L. Abrams
Name of Corporate Signatory

920 Sherman Ave., Hamden, CT
Address of Business

Affix
Corporate
Seal

By: Edward L. Abrams
Name of Authorized Corporate Officer

Attachment A - Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury
Rotella Magnet School Pumps and VFD Replacement
ITB #6085

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

Its: President
Title

State of Connecticut)
) SS

County of New Haven)

Edward Abrams being duly sworn,

deposes and says that he/she is President of Utility Communication, Inc. and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 27 day of April 2018
Patricia Salinger
(Notary Public)

My Commission Expires: March 31, 2021

CORPORATE RESOLUTION

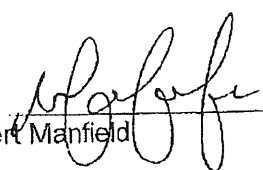
I, Robert Manfield, hereby certify that I am the duly elected and acting Vice President of Utility Communication, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 30 day of April, 2018.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Utility Communications, Inc. Corporation this 30 day of April, 2018.


Robert Manfield

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number <u>06-0863774</u> Or Social Security Number _____
Major Business Activity (brief description) Restlers and installers of emergency communications equipment and security equipment and systems.	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes No <u>X</u> -Bidder is a minority business enterprise Yes No <u>X</u> If yes, check ownership category) Black _____ Hispanic _____ Asian American _____ American Indian/Alaskan _____ Native Iberian Peninsula Individual(s) with a Physical Disability Female _____ -Bidder is certified as above by State of CT Yes No ____
Bidder Parent Company -- Utility Communications, Inc. (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <u>X</u> No ____	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <u>Y</u> No ____
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <u>X</u> No ____	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u>Y</u> No ____
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <u>X</u> No ____	9. Does your company have a mandatory retirement age for all employees? Yes No <u>N</u>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <u>X</u> No ____	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No <u>NAX</u>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <u>X</u> ____	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <u>Y</u> No <u>NA</u>
6. Does your company have a collective bargaining agreement with workers? Yes No <u>X</u> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No ____ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No ____	12. Does your company have a written affirmative action Plan? Yes <u>Y</u> No ____ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <u>Y</u> No ____ If yes, give name and phone number. Edward Abrams 203-287-1306

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes No X

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management		4	4								
Business & Financial Ops		3									
Marketing & Sales		3	1								
Legal Occupations											
Computer Specialists		1									
Architecture/Engineering		1									
Office & Admin Support			5								
Bldg/ Grounds Cleaning/Maintenance		1									
Construction & Extraction											
Installation, Maintenance & Repair		18				2					
Material Moving Workers											
Production Occupations											
TOTALS ABOVE		31	10			2					
Total One Year Ago		33	10			3					
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination Utility has a strict policies against discrimination - for promotion we promote employees based on their performance reviews and workplace conduct - experienced in job or tenure, high performance level in (two) recent review cycles skillset that matches the minimum requirements of the job role or new role. Plus personal motivation and willingness for a change in responsibilities.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	X			X	Work Experience	
Private Employment Agencies	X				Ability to Speak or Write English	
Schools and Colleges	X				Written Tests	
Newspaper Advertisement	X				High School Diploma	
Walk Ins	X				College Degree	
Present Employees	X				Union Membership	
Labor Organizations	X				Personal Recommendation	
Minority/Community Organizations	X				Height or Weight	
Others (please identify)					Car Ownership	
Motorola Referrals					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

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.

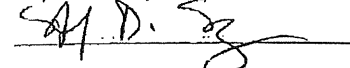
Full Legal Name and address of Recipient, Vendor, or Contractor:

Utility Communications, Inc.
920 Sherman Ave.
Hamden, CT 06514

Print Name and Title of Authorized Representative:

Stephanie D. Seymour

Signature of Authorized Representative:



Date: April 29, 2018



Robert Manfield
Utility Communications, Inc.
920 Sherman Ave.
Hamden, CT 06514
USA

RE: Authorization Letter - S2 Security Certified Integrator

To Whom It May Concern:

This letter is being provided to certify that Utility Communications Inc., located at 920 Sherman Ave., Hamden, CT 06514 is a fully factory trained, certified and authorized dealer of S2 Security Corporation's S2 NetBox, S2 Enterprise, NetVR and Global solutions.

As a certified dealer, Utility Communications, Inc. is fully authorized to specify, promote, sell, install and service all S2 Security Corporation products. Utility Communications Inc. has met and maintains all training and certification requirements necessary to provide installation and service on all S2 Security Corporation products.

Should you have any questions, please do not hesitate to contact me directly. Sincerely,

John Pierangeli
Vice President of North American Sales

cc: Adam Williams

S2 Security Corporation | One Speen Street, Framingham, MA 01701, USA | Tel: (508) 663-2500 | www.s2sys.com

THE CITY OF WATERBURY

S2 Video Camera Upgrade – Phase 1

ITB #6086

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

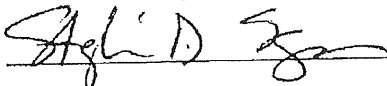
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # <u>#1</u>	Date Issued <u>April 23, 2018</u>
Addendum # _____	Date Issued _____
Addendum # _____	Date Issued _____
Addendum # _____	Date Issued _____
Addendum # _____	Date Issued _____
Addendum # _____	Date Issued _____

Business Name of Bidder: Utility Communications, Inc.

By Bidder's Authorized Representative

Signature: 

Name Stephanie D. Seymour
(Print or Type)

Title Account Executive
(Print or Type)

Date April 29, 2018
(Print or Type)

END OF SECTION

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Statement of Work

Utility Communications has designed, installed and maintained many largest public safety systems and wireless video systems in the area. Our extensive system experience, proven product portfolio, design flexibility and system support make Utility Communications the best choice for the City of Waterbury. Our service facility is located only thirty minutes away and we have technicians and installers that live in the greater Waterbury area.

Our ability to deliver the most reliable video systems on the market at the most effective cost have allowed us to grow into one of the largest video security dealers in the State of Connecticut. We have worked closely with many agencies to update and enhance their video systems, wireless and VMS equipment. Utility Communications is a financially sold Corporation with over forty-nine years of growth and experience in the communications industry. We have over forty (40) employees and have built the finest wireless/security team in the state.

An accurate and conclusive inventory of cameras that are now in place will be conducted by Utility Communications with the assistance of the City of Waterbury personnel will provide a list of non-working cameras. We understand that these cameras (and/or cable) will be fixed in the future and only identifying the issues with non-working cameras are part of this project.

Utility Communications is a state licensed vendor for repairs, service and installations. We hold a valid V9 dealer license as required to install and maintain the equipment provides as part of any project by the State of Connecticut Department of Consumer Affairs. Our company is licensed by the state for communications repair and installations and have valid Ed1, C6, C5, and R2 licenses and ETA Technician certifications.

Utility Communications has partnered with S2 Security to provide the best solutions for the City of Waterbury's video requirements and has established a platform for system migrations with the existing camera equipment.

Utility Communication is a trained and certified S2 Security Reseller.

Maintenance & Service:

Utility Communications would optimize the entire S2 video management system, including any provided components upon completion of a system installation.

We offer remote system support for the S2 and camera systems, during business hours and after hours. On 24-hour service we will respond within 4 hours of notification as required.

Six months after the initial installation Utility Communications would conduct a complete preventive maintenance check on the system, make any necessary repairs/programming and

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

provide a written report to the City of Waterbury.

Utility Communications will provide the sales, installation and maintenance on all of the proposed equipment and have successfully done so many times for the Public Safety market.

All installation work will be performed in accordance with all laws and regulations and performed with the highest degree of workmanship. The system provided in our proposal will be a turn-key installation. All repairs, maintenance and installations will be performed in the City of Waterbury by qualified, licensed technicians.

The system installation will not require the current system operation to be interrupted and will provide for a smooth transition into the new system by City of Waterbury personnel.

Project Management:

Utility Communications upon award of the contract would assign Salvatore Zichichi as the sole Project Manager for this system installation. He will provide the City of Waterbury with all required information, reports and objectives and be readily available at any time during this project for the personnel of the City. Sal has been certified as a Project Manager and is an expert at S2 implementations and IT requirements.

He will have the authority to make decisions on any process or procedure during the project and make any necessary changes to complete the project to the complete satisfaction of the City of Waterbury.

Factory Authorized Sales & Service:

Utility Communications, Inc. is a factory authorized sales and service facility and is actively engaged in sales and service of S2 Security products for all of the equipment and an Axis Gold partner for the encoders proposed in this RFQ package. We are a S2 partner and have committed to the training (Engineering/sales/service and installation) and certifications necessary to maintain this level. We have the experience in large system design and installations and the dedicated team to satisfy all of the requirements for the City of Waterbury effectively.

Training:

Upon completion and final configuration of the systems we would provide custom training administration personnel on the operation, maintenance and layout of camera system supplied to the City of Waterbury.

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

City of Waterbury:

1. Will provide the names and passwords for each existing camera.
2. All Network IT routing needs required by the systems.
3. Provide maps of the three schools (Career, Magnet and Reed).

Warranty:

Utility Communications, Inc. will warranty all the equipment and labor including shipping, travel time during normal business hours for a period of one - (1) year from the system acceptance. Major system outages will be covered on a 24 hour basis. A notarized statement, signed by a corporate officer will be provided upon acceptance.

Permits and Insurance:

Utility Communications, Inc. will obtain any and all permits required by the City of Waterbury for the scope of this project at no additional cost to the City. The City of Waterbury should wave all applicable fees for permits.

Utility Communications, Inc. will provide copies of all insurance certificates required by the City for the scope of this project at no additional cost to the City.

Shipping charges:

Utility Communications will prepay any and all shipping and handling charges and will include them in our proposal price.



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

S2-Video Camera Upgrade – Phase 1

ITB # 6086

REFERENCES

City of New Haven
Ms. Maggie Targove
Deputy CAO
Mayor's Office
(203) 946-7903

Utility Communications, Inc. was involved in the beginning (2012), assisted with the planning, completed the installation and presently maintains over Milestone XProtect Corporate as well as 1,400 IP Cameras throughout the City of New Haven. The EOC dispatch has the ability to view the cameras and recordings

City of New Haven
Mr. William Zcsner
Information Technology
New Haven Public Schools
(203) 996-3433

Utility Communications, Inc. was involved at the beginning (2013), assisted with planning, budget, installed and presently maintains Milestone XProtect Corporate and IP Network Cameras in over 30+ New Haven Public Schools. The EOC dispatch has the ability to view the cameras and recordings

City of Middletown
Mr. Wayne Bartolotta
Director of Communications
Office of Emergency Management
(203) 638-3250

In 2016, Utility Communications, Inc. began migrating the eleven public schools and other city owned buildings to Milestone XProtect Corporate and IP Network Cameras. We assisted with budgeting to obtain funding, installation, and presently maintain the VSM and cameras. The EOC dispatch has the ability to view the cameras and recordings.

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

City of Middletown
Mr. Michael Skott
Director of Information Technology
Middletown Public Schools
(860) 638-1451

In 2016, Utility Communications, Inc. began migrating the eleven public schools and other city owned buildings to Milestone XProtect Corporate and IP Network Cameras. We assisted with budgeting to obtain funding, installation, and presently maintain the VSM and cameras. The EOC dispatch has the ability to view the cameras and recordings.

Town of Hamden
Mr. Mark Albanese
Director of Facilities
Hamden Public Schools
(203) 407-2244

In 2016, Utility Communications, Inc. began migrating the Hamden High School away from analog cameras with NVRs to Milestone XProtect Corporate and IP Network Cameras. Utility has installed 184 IP Cameras and Milestone XProtect Corporate Video Surveillance Software at the high school and 29 IP Network Cameras at an elementary school in the Town of Hamden's Public Schools. Future schools are will be added to this system. The cameras are viewed at the Police Department Dispatch Center. Administrators requested and have the viewing capabilities on their smart phones and computers.

Town of Orange
Lt. Chris Chiarelli
Orange Police Department
(203) 891-2136

Matthew Ullring
Technology Administrator
Orange Public Schools
(203) 891-8020

Utility Communications Inc. attended a security meeting at the Orange Board of Ed Offices the first week of January 2013. The discussion was how they can improve security at all four of the Orange Public School. In 2014, Utility completed the Milestone Professional XProtect Video Surveillance and IP Network Camera. Utility installed 150 Cameras in the schools.

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Town of Westport
Ted Hunyadi
Director of Facilities
Westport Public Schools
(203)-341-1271

Kenneth Dias
IT Infrastructure Manager
Westport Public Schools
(203) 341-1271

In 2013, Utility Communications Inc. was tasked to prepare a budget and equipment list for perimeter cameras around all of Westport Public Schools. Utility attended various meetings regarding the equipment and the video needs of the schools. Utility won a public bid in April 2017 for Milestone XProtect Corporate with a three (3) year Care Plus Package for 157 IP Network Cameras. Milestone XProtect Corporate and 157 cameras have been installed and are being maintained.

In February, 2018 Utility will be adding 17 IP Cameras to the high school and moving 70 analog cameras from three different NVRs to Milestone Corporate. This will allow the security officers to use a single monitor for viewing of cameras and video. Future plan is to provide cameras and video to the Police Department's Dispatch Center.

Administrators requested and have the viewing capabilities on their smart phones and computers.



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203) 287-1306 (800) 443-1306 Fax: (203) 248-9167

Vendor Overview

- **Utility Communications, Inc.**
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
* Home office and the location that will service the City of Bristol.
- The Company was organized in June, 1969 – Incorporated (C Corporation) in Connecticut in July, 1970 and has been engaged in services under our present name for 49 years (no parent company or companies).
- Utility Communications has over 40 employees. We have over a dozen employees that are dedicated to the camera, VMS and access control design, engineering, sales, service and installation as well as additional support personnel.
- The primary line of business for Utility Communications is Public Safety communications and security. We are one of the top 100 dealers in the United States for Motorola Solutions in our two-way radio portfolio. We are one of the largest dealers for Milestone and Axis cameras in the Northeast. We have developed one of the finest teams in Connecticut to provide value added services to the Public Safety communications and security market.
- Utility Communications experience in work similar to the RFPQ specifications can be found in the "Client Base" reference list.
- Utility Communications has never failed to perform or complete any work awarded to us. Utility Communications has never defaulted on a contract.
- Utility Communications has no pending legal actions or any other factors that would affect our ability to perform or complete this project.
- All inquiries regarding this proposal should be directed to:

Stephanie Seymour
Senior Sales Representative
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306

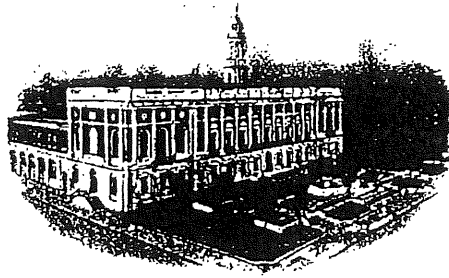
Fax: (203) 248-9167
stephanies@utilitycommunications.com

Robert J. Manfield Jr. *
Vice President
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
bobm@utilitycommunications.com

* Authorized to bind the Corporation in contractual negotiations with the City

- Utility Communications is willing to provide any pertinent financial statements and furnish any other information or sign a release that may be required by the City of Bristol.
- Utility Communications tax ID numbers:
FEIN# 06-0863774
CT Registration# 0718437-000
CONCORD# 0047590

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT
ADDENDUM #1

April 23, 2018

Bid: 6086

Project: S2 Video Camera Upgrade - Phase 1

The following questions have been received about this project.

Q: Will a permit be required? Is this a prevailing wage project?

A: if the permit is required, the City will waive the fees. The contractor is responsible for State Fees.

The project is subject to prevailing wage requirement if the cost is over 100K.

Q: Is this a hard spec for S2 NVRs

A: Yes, according to S2 suggestion. The disc requirements are minimums.

Q: Does this job require the hiring of a Waterbury Resident? 2. Is this a Prevailing Wage Job? 3. What is the specific model/part number for the Hikvision PTZ camera? DS-2CD2142FWD-IS, 2.8mm fixed lens. 4. Is the list of "non-working" cameras to be provided at the beginning or end of the project? At any time, as the cameras will not be replaced within this project. 5. Is this job scheduled to be done during business or non business hours? If scheduled for business will the schedule change when the kids return to school in the fall? 6. Is there an existing diagram of the video/camera/CCTV and S2 Access System available for each school? No. 7. How many S2 access control Netboxes are in each school and where are they located. 8. "Fully trained administration personnel" - we all admin personnel be available on the same day training takes place at each school or will training have to be broken up

A:1 The project is not subject to Good Jobs Ordinance

2 The project could be subject to Prevailing Wage Law if the cost of the project exceeds 100K. The project is also subject to set-aside requirements

3 Model DS-2CD2142FWD-IS, 2.8mm fixed lens

4 The non-working cameras have to be identified at any time. The cost to replace the non-working cameras will be an alternate 1

5 The project has to be done during normal business hours. The work has to be completed and invoiced before 10/31/2018

6 There is no diagram of the existing cameras.

- 7 Reed has 2 (MDF Room 202 and 200A)
WAMS has 2 (Academic Building – Room Data 2 and PA Building – Room Data 2)
2) WCA has 2 (MDF Room 223 and Room G43)
8 The training has to be done at each school (3 training sessions)

Q: Section 00500 Technical Specifications states to install S2-VR-1C IP Camera Licenses for each of the 3 schools. Are we to provide only Lisc's for the new Camera's or are there existing Camera's that we will need to provide lisc's for. If there are existing cameras, how many are there for each school

A: All 3 schools will require new s2-vr-1c IP camera licenses, as they are being converted from either older DVRs, or non-S2 NVRs. Camera Count - Reed Elem - 48, Waterbury Career Academy - 128, Waterbury Arts Magnet School - 64.

Q: SECTION 00500 TECHNICAL SPECIFICATIONS States to identify all the non-working cameras in the system for each of the 3 schools. Are we simply providing a report of the non-working cameras so they can be replaced under a separate future project?

A: The contractor has to provide a report of the non-working cameras along with the cost to replace them as stated in Alternate 1.

Q: What is the retain-age percentage for this project?

A: the retain-age is normally 5% of the cost of the project

Q: Please confirm that the bid docs are complete as outlined in spec pages 9-12

A: yes. Bid docs are complete.

Q: Is the pre-bid meeting sign in sheet available?

A: attached

Please use the attached revised bid sheet as it incorporates Alternate 1 and alternate 2

Alternate 1

Replace non-working cameras

Alternate 2:

Install One IP dome camera model Hikvision, 4 megapixel, 2.8mm fixed in main office at WAMS. Include running new Cat5 wire.

Thanks

Kevin McCaffery

Buyer – City of Waterbury

BID ITEMS

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	<u>Waterbury Career Academy</u> , (Refer to attached technical specifications)	\$ _____ .00
2.0	<u>Waterbury Arts Magnet School</u> , (Refer to attached technical specifications)	\$ _____ .00
3.0	<u>Jonathan Reed Elementary School</u> , (Refer to attached technical specifications)	\$ _____ .00
<u>Sub Total Bid Items 1.0 – 3.0 (in words)</u> _____ _____ _____		\$ _____ .00
4.0	Allowance for Changes; 5% of Sub Total Bid Items 1.0 – 3.0 (in words) _____ _____ ALLOWANCE	\$ _____ .00
<u>TOTAL BID PRICE ITEMS 1.0 – 4.0 (in words)</u> _____ _____ _____		\$ _____ .00
<u>Alternate 1</u>		
Total Cost to replace non-working cameras		\$ _____
<u>Alternate 2</u> Total cost to install new IP dome camera in the main office at Waterbury Arts Magnet School		\$ _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.3

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

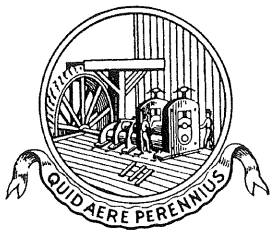
With the approval of the Committee on Finance, the Deputy Superintendent of Schools recommends approval of a contract with Connecticut Custom Aquatics for Pool Chlorination and Filtration Replacements at West Side Middle School, Wilby High School, and Crosby High School.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Catherine N. Awwad



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 597-3433 ♦ Fax (203) 574-6703

Robert Henry
Deputy Superintendent of Schools

Robert C. Brenker
Interim Chief Operating Officer
and Chief of Staff

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: Robert C. Brenker, Interim Chief Operating Officer and Chief of Staff

DATE: May 14, 2018

SUBJECT: Contract with CT Custom Aquatics for Pool Chlorination Filtration Systems at Crosby and Wilby High Schools, and West Side Middle School

The Education Department would like to contract with Connecticut Custom Aquatics, LLC for Pool Chlorination Filtration Systems at Crosby and Wilby High Schools, and West Side Middle School. Pool Chlorination Filtration System includes furnishing and installing a factory assembled fully automatic horizontal pressure type Hi-Rate sand filtration system. All contract work will be completed by October 1, 2018.

The total amount of the contract is \$793,162.65, consisting of a base amount of \$755,393.00 and a contingency of \$37,769.65, which was bid by school (Crosby \$269,750 Base plus \$13,487.50 Contingency, Wilby \$278,643 Base plus \$13,932.15 Contingency, West Side \$207,000 Base plus \$10,350 Contingency). CT Custom Aquatics was the only bidder for this project. The Department of Education staff contacted three references and all were satisfied with CT Custom Aquatics work.

Thank you for your consideration.

RCB/mc

cc: Linda Wihbey, Corporation Counsel
File

CONSTRUCTION CONTRACT
for
Pool Chlorination and Filtration System Replacement
between
City of Waterbury
and
Connecticut Custom Aquatics, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Connecticut Custom Aquatics, LLC, located at 31 Meadow View Drive, North Haven, Connecticut 06473, a State of Connecticut duly registered limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 6100** for pool chlorination and filtration system replacement; and,

WHEREAS, the City accepted the Contractor's bid for **ITB Number 6100**; and

WHEREAS, the City desires to obtain the Contractor's services for pool chlorination and filtration system replacement pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. The Project consists of the furnishing and installation of chlorination and filtration systems for the swimming pools at Crosby High School, Wilby High School and West Side Middle School, including, but not limited to, all conduit, wiring and appurtenant electrical work, furnishing and installation of concrete slabs, refreshing water supplies, repainting of pools, replacement of pumps, strainers, valves, etc. provision of test reports and all other related work as more particularly detailed and described in the Bid Documents in Attachment A which are attached hereto and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or

otherwise hereby incorporated herein by reference as noted below, and all are made a material part hereof:

- i. City of Waterbury Invitation to Bid No. 6100, including technical specifications, drawings, and excluding , Special Procedures, Contract Compliance Packet and Sample Contract, consisting of 94 pages (attached hereto);
- ii. Contractor's response to City of Waterbury Invitation to Bid No. 6100, dated April 27, 2018, consisting of 17 pages (attached hereto);
- iii. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated herein by reference);
- iv. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated herein by reference);
- v. Performance Bond and Payment Bond (incorporated herein by reference);
- vi. Certificates of Insurance (incorporated herein by reference);
- vii. Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated herein by reference);
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated herein by reference); and
- ix. All permits and licenses (incorporated herein by reference)

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

- i. Contract Amendment(s) and Change Orders
- ii. Contract
- iii. Contractor's Bid Form
- iv. Federal, State, and local laws, regulations, charter and ordinances
- v. Technical Specifications
- vi. Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual

relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor

failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **ITB Number 6100** (collectively "Bid Documents");

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

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

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

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

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 6:00 a.m. and 10:00 p.m., Monday through Friday, unless prior written permission is obtained from the School Inspector's Office to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

required in this Contract.

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

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

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

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

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

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

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to

secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

4.2. The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. **Contract Time. Contract Time.** The Contractor Substantially Complete all work and services required under this Contract by August 24, 2018 and shall reach Final Completion on or before October 1, 2018 ("Contract Time").

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

5.2. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.3. The Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00) per calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the time for Substantial Completion and/or Final Completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

6. **Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor

prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **SEVEN HUNDRED NINETY-THREE THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS and SIXTY-FIVE CENTS (\$793,162.65)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's response to City of Waterbury Invitation to Bid No. 6100, dated April 27, 2018", which is summarized below:

- i. Crosby High School Chlorination and Filtration System
Base bid in an amount not to exceed Two Hundred Sixty-Nine
Thousand Seven Hundred Fifty Dollars.....\$269,750.00
- ii. Crosby High School Contingency in an amount not to exceed
Thirteen Thousand Four Hundred Eighty Seven Dollars and Fifty
Cents..... \$13,487.50*
- iii. Wilby High School Chlorination and Filtration System
Base bid in an amount not to exceed Two Hundred Seventy-Eight
Thousand Six Hundred Forty-Three Dollars.....\$278,643.00
- iv. Wilby High School Contingency in an amount not to exceed
Thirteen Thousand Nine Hundred Thirty-Two-
Dollars and Fifteen Cents.....\$13,932.15*
- v. West Side Middle School Chlorination and Filtration System
Base bid in an amount not to exceed
Two Hundred Seven Thousand Dollars.....\$207,000.00
- vi. West Side Middle School Contingency in an amount not to exceed
Ten Thousand Three Hundred Fifty Dollars\$10,350.00*
- vii. Total Compensation in an amount not to exceed
Seven Hundred Ninety-Three Thousand One Hundred Sixty-Two
Dollars and Sixty-Five Cents.....\$793,162.65

***Contingency.** At sole discretion and control of the City, the Contingency amounts as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this Contract and requested by the City in writing to be performed by the Contractor.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five 5% percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be

provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **ITB Number 6100** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to

furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good

quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

7.2. The following warranties apply to specific components of this project:

- i. One year on labor
- ii. EPD-201 Hi-Rate Permanent Media Sand Filter (1 at each school) - 15 year manufacturer warranty
- iii. BECSYS7-Main Controller for the pools -5 year manufacturer warranty
- iv. Pumps, motors and all other equipment – 1 year manufacturer warranty

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from

the performance of the services, 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, and (ii) are caused in whole or in part by any willful or negligent act or omission of the Contractor, 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.

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

9.3. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, 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 Paragraphs 9.1 and 9.2, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

10. **Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

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

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

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

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

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident \$500,000.00
EL Disease Each Employee \$500,000.00
EL Disease Policy Limit \$500,000.00

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.5 Builder's Risk Insurance: Not applicable

11.4.6 Contractors Pollution Liability Insurance: Not applicable.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education their public officials, employees, and any other person, acting under, through or for them as an additional insured and provide waiver of subrogation on all policies as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and waiver of subrogation applies to all lines of coverage except"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's

Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works

project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise,

(iii) have the power to direct the management and policies of the enterprise, and
(iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

12.4.3 The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the

applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3. Affirmative Action.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has

a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i.** "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii.** "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under

this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

- i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

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

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

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

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

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

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

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

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

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without

penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. (including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured

party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

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

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

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

- i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may

mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be

used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **ITB Number 6100** and (ii) the Contractor's Bid response to **ITB Number 6100** dated April 27, 2018. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Connecticut Custom Aquatics, LLC
31 Meadow View Drive
North Haven, CT 06473

City: City of Waterbury
Chase Municipal Building

235 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and

will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on

“TITLE III: ADMINISTRATION”, then click on “CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM”. For Chapter 39, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].

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

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

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

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

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

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

- 35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

- 35.14 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17 Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19 Using Agency: City of Waterbury Public Schools

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

CONNECTICUT CUSTOM AQUATICS,
LLC

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury Invitation to Bid No. 6100, including technical specifications, and drawings, and excluding Special Procedures, Contract Compliance Packet and Sample Contract, consisting of 94 pages (attached hereto)
- ii. Contractor's response to City of Waterbury Invitation to Bid No. 6100, dated April 27, 2018, consisting of 17 pages (attached hereto)

THE CITY OF WATERBURY
POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT

ITB #6100

INVITATION TO
BID

Sealed Bids for **POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until 10:30 a.m. on May 1, 2018 and at that time and place will be publicly opened and read aloud. No bids will be received after 10:30 a.m. on the day the bids are to be opened.

The Work consist(s) of replacing pool chlorination and filtration systems at Crosby High School, Wilby High School, and West Side Middle School

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title "**POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT**" and shall contain the name and address of the Bidder on the envelope.

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will start at West Side Middle School 483 Chase Parkway, Waterbury, at 10:00 a.m. on April 18 2018. Further information will be provided on site for the walkthrough at Crosby and Wilby High Schools.

Attendance at the pre-bid conference by a representative of each Bidder is mandatory.

This contract is subject to state set-aside and contract compliance requirements. State funding for this contract is anticipated to be 100%.

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF
SECTION

THE CITY OF WATERBURY
POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT
ITB #6100

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THE CITY OF WATERBURY
POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT
SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **April 20, 2018, 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **April 24, 2018, 2:00 p.m.**

Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void.
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, one (1) paper copy, as well as a copy of the original Bid in pdf format on a CD or flash drive, Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. **Bids will not be received or accepted by the CITY from perspective Bidders who did not attend a mandatory pre-bid conference.**
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.
- 9.5 PRE-CONTRACT AWARD REQUIREMENTS: After submitting a bid proposal, and prior to award of a contract, the selected Contractor(s) will be required to attend a pre-construction/scope review meeting. At this meeting, the scope of work and requirements of the documents will be reviewed to confirm the lowest, qualified, responsible bidder. When advised by the Owner and prior to the award of a contract, each trade contractor shall submit to the Owner a list of the proposed subcontractors which the trade contractor intends on using for the project.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays,

thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. 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.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

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

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

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

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

13.4.3 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**

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

13.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

13.4.5 Builder's Risk Insurance: Not Applicable -

13.4.6 Contractors Pollution Liability Insurance: Not Applicable -

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

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

13.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed as an as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement

verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation." The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".
- 16.2 The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

END OF SECTION

THE CITY OF WATERBURY

POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT

ITB #6100

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____
Name: _____
(Print or Type)
Title: _____
(Print or Type)
Date: _____
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT

11

SECTION 00400

Date: _____

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

BID ITEMS

Pool Chlorination and Filtration System

For Crosby High School

\$ _____

Pool Chlorination and Filtration System

For Wilby High School

\$ _____

Pool Chlorination and Filtration System

For West Side Middle School

\$ _____

The City reserves the right to award the bid to one or more than one bidder at its sole discretion.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

(Name)

By: _____

.. (Title)

(Business Address)

(City, State, Zip Code)

Date: _____

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

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY
POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT

SECTION 00500
TECHNICAL SPECIFICATIONS

SECTION 13 11 10

1. GENERAL

1.1. WORK INCLUDED

- 1.1.1. This section of the specifications covers the furnishing and installation of a factory assembled, fully automatic horizontal pressure type Hi-Rate sand filtration system. All equipment and materials shall be supplied complete and operable as indicated on the drawings and as specified herein.
- 1.1.2. As used in this Section, "provide" means "furnish and install".
- 1.1.3. Each bidder shall review the specifications and site of the proposed work and fully acquaint himself/herself with the conditions as they exist to fully understand the facilities, difficulties and restrictions attending the execution of the work under this Section.

1.2. RELATED WORK

- 1.2.1. All conduit, wiring, motor starters and appurtenant electrical work associated with the filtration system and associated equipment shall be furnished and installed under the Electrical Section.
- 1.2.2. All concrete slabs shall be furnished and installed.
- 1.2.3. All fresh water supply to pool fresh water feed, eyewash station and filter valve actuation supply shall be furnished and installed under the Plumbing Section.

1.3. INTENT

- 1.3.1. The purpose of this bid is the purchase and installation of a new filtration system for the Crosby High School, Wilby High School and West Side Middle School indoor swimming pools. It is intended to establish a material and performance criteria that will benefit the Owners and Operators of said filter system. Accordingly, all bidders are requested to bid on the basis of the items specified. Due to the specialized nature of certain components required for this Project, these specifications, in some instances, refer to various components by trade or manufacturers name. Documents are based on equipment of Environmental Products Division, distributed by Fillion Associates, Inc. 800-776-7665.

Whenever a proprietary (trade) name is used within this Specification Section, it is used for informational purposes to describe a standard of required function, dimension, appearance and quality. References to materials by trade name, make or model numbers shall not be construed as limiting competition. Certificated proof of materials and design, plus proof of performance and localized service, shall be a requirement of this specification.

- 1.3.2. The filter system, specified herein, shall be the standard cataloged product of a company regularly engaged in the manufacture of industrial and commercial grade fully automatic horizontal configuration pressure type Hi-Rate Permanent Media filtration equipment. The equipment described herein shall be a product which has been manufactured for at least ten (10) years, and the specified system shall have had an NSF listing for at least ten (10) years prior to the project bid date, to establish and provide a performance track record. All components shall have been utilized on the system for no less than five (5) years, to provide a performance track record. The system shall consist of filter tanks, face piping with controlling valves, automatic backwash control device, gauges, hardware, air relief system, setting templates, printed installation/operation and service manuals, filter media and printed manufacturer's warranties.

1.4. SUBMITTALS

Owner approval is required for submittals. Submit the following in electronic format (PDF) or provide (4) copies for review.

1.4.1. Product Data

Filters

Pumps

Strainers

Valves

Piping & Fittings

Instrumentation

Tanks

Chlorination Equipment

1.4.2. Test Reports

Test reports in booklet form showing all field tests performed to adjust each component and all field tests performed to prove compliance with the specified performance criteria, completion and testing of the installed system. Each test report shall indicate the final position of controls.

- 1.4.3. Operation and Maintenance Data: Provide operation and maintenance data for the following:

Filters

Pumps

Chlorination Systems

Control Valves

Tanks

2. PRODUCTS

2.1. FILTER TANK PERFORMANCE

- 2.1.1. The filter system shall be of the pressure type, horizontal in its configuration, suitable for a single grade of filter media, and shall bear the listing mark of the National Sanitation Foundation (NSF) Standard 50 for a maximum flow of 20 gallons per minute per square foot of filter area with a maximum pressure loss across any filter tank, when clean, of 3 psi. Vertical tanks shall not be considered equal. As assurance that each item of apparatus is properly sized to perform in conjunction with each other, the Owner requires bidders to use the filter supplier as a single source of supply for the items of equipment as listed and described herewith.
- 2.1.2. The filter system shall consist of two (2) Hi-Rate Permanent Media filter tank(s) with a total effective filter area and capacities as indicated in schedules on drawings. To minimize waste line sizes and reduce impact on wastewater disposal systems, the maximum allowable backwash flow rate of the entire filter system shall not exceed 200 gallons per minute.

2.2. FILTER TANKS

- 2.2.1. The filter vessel(s) shall be 36 inches in diameter with a side shell length of 45 inches, allowing for ease of installation, replacement, specified flow and backwash rates as well as ease of service. Tanks with a larger diameter than 36 inches shall not be considered equal.
- 2.2.2. Dished and flanged heads shall be butt welded to each end of the side shell. The side shell and heads shall be carbon steel, 3/18-inch-thick and suitable for a working pressure of 50 psi with a safety factor of 4 to 1 and a vacuum of 25 inches of mercury. Tanks fabricated of filament wound fiberglass and/or reinforced plastic will not be acceptable methods and/or materials of construction. Tank(s) fabricated of stainless steel will not be allowed unless they meet all provisions of this specification; i.e. material thickness, welds, coatings, etc.
- 2.2.3. All welds shall be continuous, uniform and performed on the inside and outside of all joints within the tank(s). Jig locator and hold down fixtures shall be utilized to assure continuity of tanks and their fitting locations.
- 2.2.4. An 11-inch X 15-inch access manhole/viewing window with cover and gasket shall be fitted at the front end of the tank, providing ease of access for media loading service, and observation of the media during operation. Side and top located manholes will not be

allowed, as they limit tank interior access. Upper front end located manholes will not be allowed, as they allow water to collect and stand in opening. Tanks utilizing manhole covers which do not allow interior viewing or require a yolk assembly shall not be considered equal.

2.2.5. The filter vessel shall be fitted with two (2) 4-inch bottomed flanges located in the top side shell to serve as influent and effluent plumbing connections. Two (2) 2.5-inch bottomed flanged ports shall be located in the tank vessel. One (1) shall be located in the lower front head to serve as a winterizing and/or media dump port connection. One (1) shall be located in the upper most portion of the side shell to serve as a manual air relief valve port. All four Duplex Bottomed Flanges shall contain threaded bottomed fastener ports to allow connection of companion flanges to the outside of the vessel without allowing fastening bolts to penetrate to the inside of the vessel. No threaded coupling, threaded nipples nor tank spuds will be allowed in the vessel's construction as integrity of protective coating cannot be maintained in threaded areas.

2.2.6. The filter vessel shall be supported by four (4) gusseted strap type legs which shall accommodate seismic zone 4 installation. All necessary mounting hardware shall be provided along with an anchor bolt setting template for ease and accuracy of filter vessel installation. Tanks utilizing angle iron or jack legs shall not be considered equal.

2.3. FILTER TANK COATINGS

2.3.1. All interior and exterior surfaces of the filter tank and its penetrations shall be grit blasted to white metal. All interior wetted surfaces and outer flanged surfaces shall be bound with a seamless coating of "Envirobond" LLD Polyethylene NSF Standard 61 listed material. There will be no separation between the lining and the tank allowed. The material must maintain a minimum of 0.20-inch thickness inside the vessel and flow smoothly out through the flange openings and onto the flange faces. All wetted surfaces will be inspected for proper mil thickness and holidays.

2.3.2. The tank exterior shall receive 8 to 10 mils of pneumatically applied epoxy tank lining; Engard 480, Keysite 740, Thermec 104 or equal. The tank exterior surface shall be additionally coated with 3 to 5 mils of an industrial grade polyurethane high gloss blue finish coat. All wetted surfaces will be inspected for proper mil thickness and pin holes or holidays. Tank surfaces prepared with power or manual brushing shall not be considered equal. Tank(s) shall be wrapped and crated for shipment to protect against exterior coating damage during shipping.

2.4. FILTER TANK INTERNAL DISTRIBUTION AND COLLECTION SYSTEM

2.4.1. The internal components shall be hydraulically balanced to prevent migration of the filter media during the filtration cycle and must uniformly fluidize the media in the backwash cycle without channeling or breakthrough at any one location.

2.4.2. The influent distribution system shall consist of no less than eight (8) hydraulic distribution lenses, which shall be fabricated of ABS plastic and PVC pipe and fittings. Distribution systems consisting of slotted pipes, or splash plates, will not be considered equal. The collection system shall consist of PVC fittings, Schedule 80 piping and molded ABS "V" slotted 12" long threaded laterals. The laterals shall be capable of retaining a #30 grade filter media with minimum head loss. Laterals which are made from plastic pipe with saw cut slots will not be allowed. Laterals which utilize slots which extend around the entire perimeter of the lateral shall not be allowed, due to uneven sand bed fluidization. A minimum of twenty (20) molded laterals shall be utilized in each filter tank, assuring an even

and complete fluidization of filter media during the backwashing cycle. The combined open area of the laterals shall not exceed a velocity of six (6) feet per second at the designed filter flow rate. All internal components, including main headers, must be removable for repair and/or replacement should damage occur.

2.5. FILTER AIR RELIEF SYSTEM

- 2.5.1. An internal automatic air bleed system shall be provided in the tank. An anti-plug protective shield screen shall be installed on each assembly. A manually operated external air relief valve shall be provided on the tank. Threaded manual air relief connections shall not be allowed.

2.6. FILTER WINTERIZING/DRAIN AND MEDIA DUMP PORT

- 2.6.1. In the front of each vessel shall be located a 3/4-inch drain fitting which shall allow the evacuation of all water from the tank for the purpose of winterizing or service. A 3/4-inch o-ring seal plug adapter shall be provided for ease of removal and replacement. No media shall be allowed to leave the tank during the draining process.
- 2.6.2. The media dump port shall allow for the removal of all filter media from the vessel within 45 minutes. This dump port shall be a minimum of 2 inches in diameter and shall be installed in the front of each filter vessel, allowing for easy access. Threaded media dump port connections shall not be allowed.

2.7. FILTER SYSTEM BACKWASH VALVING AND PIPING

- 2.7.1. One (1) two-way, three ports, four-inch backwash valve shall be supplied on each filter tank. The valve body shall be machined from heavy cast bronze. Plastic, cast iron, or aluminum valve bodies will not be considered for this industrial/commercial use. Victaulic type couplers shall be provided at each port of the valve for connection to the filter tank and manifold piping. The couplers shall be hot dip galvanized prior to receiving a coating of an industrial grade polyurethane high gloss blue finish coat. Each valve shall be fitted with a nominal six-inch diameter piston operated hydraulic cylinder to actuate the valve. Electrically or diaphragm actuated valves, or hydraulically actuated diaphragm valves will not be allowed. External valve linkage will not be allowed for safety and potential maladjustment reasons. The internal piston shaft shall be Type 302 stainless steel and shall be supported above and below the piston with Delrin guide bushings. The internal piston shaft shall incorporate two shaft supports to ensure proper alignment, valves which incorporate a single shaft support shall not be allowed. A silicon impregnated felt wiper shall be provided for internal shaft quad-ring lubrication. All wetted surfaces shall be coated in accordance with filter tank interior coating specification. All exterior coating of the valve shall be in accordance with the exterior coating specification of the filter tank. All stainless-steel components used in this assembly shall be passivated and rinsed after forming and machining.
- 2.7.2. The backwash valve shall be designed to allow for continuous circulation pump operation during the cycling between filter and backwash of the filter system. This requirement is for the prevention of potential loss of circulation pump prime and/or damage to boiler, chemical feed systems and piping. To reduce head loss through the valve(s), the valve shaft shall operate fully extended during the filter cycle and shall retract during the backwash cycle to protect the shaft from excessive debris.

- 2.7.3. The backwash valve shall be designed to allow the operator to visually verify valve position in either filter or backwash position. Valves which do not allow for visual mode inspection shall not be considered equal.

2.8. FLOW CONTROL VALVE

A rate of flow, control valve shall be provided for installation onto the effluent line of the filter system. The valve shall be four-inch IPS and shall be of a tamper-proof design, but field adjustable, assuring the proper system flow rate. The valve shall be constructed of PVC. Systems utilizing a butterfly valve for this critical control function shall not be considered equal.

2.9. PIPING AND VALVES

- 2.9.1. The influent, effluent and waste manifolds shall be constructed of PVC Schedule 80 pipe and fittings. The influent and effluent manifolds shall be six inch IPS. The waste line shall be a four inch IPS manifold and shall be fitted with a waste control valve and clear four inch diameter sight glass assembly. The valve shall be of the tamper proof design and require a tool for backwash flow rate change. The effluent line shall be fitted with a flow control valve, which shall be of the tamper proof design and require a tool for system flow rate change. Systems which utilize butterfly valves for these two critical flow adjustments, shall not be considered equal. To minimize floor space requirements and provide unhindered access to filter control microprocessor, backwash valves, media dump port and manholes, all piping shall be located on top of filter tanks. All piping shall be factory assembled and pressure tested. The assemblies shall then be coated with a material to prevent ultra violet ray degradation of the plastic which shall color match all other system components.

- 2.9.2. In order to avoid excessive stress at the grooved fittings, the influent manifold shall be mounted at the top port of the backwash valve, and the waste manifold shall be mounted at the rear port of the backwash valve. All manifold piping shall be self supporting. Systems which do not incorporate self supporting manifold piping shall not be considered equal.

2.9.3.

2.10. AUTOMATIC BACKWASH CONTROL

See the BECSys7 section for backwash controller functions.

2.11. PRESSURE SUPPLY SYSTEM

An in-line "Y" strainer, 2-1/2-inch 0-100 psi pressure gauge and pressure regulator shall be supplied as part of the filter system. The pressure supply system shall clean and govern the pressure of the water used to actuate the filter system's automatic valves.

2.12. CERTIFICATION

Certified engineering drawings and calculations will be required for structural strength of filter tank(s) and seismic loads. Proof of National Sanitation Foundation (NSF) and Underwriters Laboratories (UL) listing is also required.

2.13. 1GAUGE PANEL

A non-corrosive gauge panel shall be mounted on the automatic filter control panel. It shall be fitted with two (2) 4-1/2-inch diameter 0-100 psi pressure gauges. Metal gauge panels shall not be considered equal.

2.14. HARDWARE

All fasteners (nuts, bolts, washers) employed in the system and components of the system shall be provided by the filter manufacturer, all of which shall be cadmium plated.

2.15. INSTRUCTIONS

Printed and bound operating, installation and service manuals with exploded parts lists shall be supplied with the filter system.

2.16. INSTALLATION

2.16.1. The manufacturer of the filtration system shall provide his services or those of his locally appointed factory representative to oversee the installation of the entire filtration system, to ensure proper installation of all filter components. The locally appointed factory representative must supply references for a minimum of five (5) systems which were directly under his/her supervision within the vicinity of the project.

2.16.2. The manufacturer shall supply the name, address, length of time in business, references, and phone number for the service representative who will be offering all warranty and start-up service as well as the continued servicing of the equipment. The manufacturer will further indicate the ability of the service company's personnel to offer continued service on the filtration system as well as all other component's listed herein this Section. It is the intent of the Owner to ensure continued service and upkeep of the supplied equipment.

2.17. START-UP

2.17.1. The manufacturer of the filtration system shall provide his services or those of his locally appointed factory representative for one day at the time of start-up of the filter system. The start-up shall include adjustments to the filter system and all of its controlling components, calibration and setup of the microprocessor and instructions to the Owner and Operators of the filter system.

2.17.2. The factory or its local service representative shall visit the filter system installation prior to the completion of one year of service. With the Owner and Operator, the factory/representative will inspect all of the filter system components for signs of wear/malfunction at that time. Any and all worn or malfunctioning items shall be replaced at no expense to the Owner. The representative will thoroughly instruct the Owner/Operator on annual service procedures for the filtration system by performing the service, all at no expense to the Owner.

2.18. FILTER MEDIA

The filter media shall be of a single grade and shall consist of uniformly graded silica sand with rough irregular edges, not rounded, which shall be free of limestone or clay. Support media (gravel) will not be allowed. Filter media shall be Grade 30, effective size .27 millimeter with a uniformity coefficient of 1.5 maximum. Systems utilizing a larger Grade 20 (.55 millimeter) media shall not be considered equal.

2.19. PACKAGING

To protect and safeguard all components of the filter system, they shall be supplied in wooden crates to facilitate shipment, handling and/or storage on job site.

2.20. WARRANTY

A 15-year limited warranty shall be provided covering the filter tanks, a 10 year limited warranty shall be provided covering all other components of the filter system specified herein, a one year warranty shall be provided covering all electrical components of the filter system specified herein. The first year of the warranty period shall be unconditional. The first three years shall be full coverage. The warranty shall also cover filter performance.

2.21. ASSEMBLY AND INSTALLATION

2.21.1. The Contractor shall assemble and install the complete system of filtration equipment, including pump, motor, special parts and accessories in accordance with the intent of these specifications and all drawings. In addition to the material hereinafter indicated to be furnished by the Equipment Supplier, the Contractor shall furnish all other material and parts necessary to complete the installation. Gauges, flow meter and sight glass shall be readily accessible for easy reading.

2.21.2. Operating valves, strainers and motor controls shall be accessible for convenient operation. Special care shall be taken in transporting and placing the filter media to prevent contamination. Material which may have become dirty either before or after placing in filter shall be removed and replaced. After the media has been placed in the filter, the filter shall be backwashed at least two (2) separate times, after which the sand bed shall be inspected for complete debris removal. At no time shall there be debris remaining on the sand bed, following a backwash cycle, which requires manual removal by the Operator. The Contractor shall be responsible for labeling pipes for identification and flow direction. The Contractor shall be responsible for pouring a housekeeping slab for the filter system and pump.

2.22. PIPING AND VALVES

2.22.1. The Contractor shall furnish and install new filter room piping as required to connect specified components in accordance with good plumbing practice. All pipe and fittings shall be Schedule 80 PVC except for 6 feet on both the influent and effluent lines of the heater (when required) which shall be copper. All connections between copper and PVC shall be flanged. Piping arrangement shall be in accordance with equipment manufacturer's recommendations. All valves 3" and larger shall be PVC disc, resilient lined, PVC body, wafer valves with stainless steel shaft and pin. Aluminum or cast iron butterfly valves will not be considered for this installation.

2.22.2. A housekeeping slab shall be poured for the new filter system and pump(s).

2.22.3. The Contractor shall furnish and install a Schedule 80 PVC return line with PVC valves, a Schedule 80 PVC pump suction line with PVC valves, a Schedule 80 PVC backwash line to waste, a Schedule 80 PVC filter influent line with PVC valves, a Schedule 80 PVC effluent line with PVC valves, and Schedule 80 PVC main drain line(s).

2.22.4. The Contractor shall furnish all electrical wiring, motor starters, and hookup for new recirculating pump(s).

2.23. RECIRCULATING PUMPS

The Contractor shall furnish and install two (2) straight centrifugal pumps per filter room. See schedules on contract drawings for pump requirements.

2.24. HAIR AND LINT POT

2.24.1. The Contractor shall supply and install the appropriate size Fiberglass Reinforced Plastic (FRP) hair and lint strainer on the suction side of the main recirculating pump. Strainer shall be rated for a working pressure of 30 p.s.i., and a normal vacuum service of 20" of mercury.

2.24.2. Strainer shall include a molded FRP cover plate with clear viewing window, gasket seal, hinged sealing hardware, stainless steel/FRP strainer basket, drain and vent plugs. The top of the strainer shall feature quick disconnect tilting compression knobs, and flanged inlet and outlet connections. Flanges shall be Van Stone loose ring for ease of installation. Strainer shall be supplied with a bottom side drain fitting and plug. Strainer shall be supplied with a stainless-steel basket, including one spare basket for each strainer.

2.25. GAUGES

The Contractor shall furnish and install one stainless steel glycerin filled 4" face pressure gauge with brass needle valve on each pump discharge, and one stainless steel glycerin filled 4" face vacuum/pressure gauge with brass needle valve on each pump suction.

2.26. REDUCERS

The Contractor shall furnish and install the appropriate stainless steel flanged reducer fittings for the pump(s).

2.27. BECSys7 Equipment Room Controller

2.27.1. General: The water chemistry control system shall provide continuous monitoring and control of sanitizers, oxidizers, pH, ORP, free chlorine, total chlorine, combined chlorine, temperature, system flow rate, total dissolved solids (TDS), turbidity, chemical inventory levels, surge tank and backwash holding tank water levels, system pressures, strainer vacuum and water chemistry balance calculations. The controller shall manage a VFD on the recirculation pump with a programmable Fireman Cycle feature, which automatically turns off the Heater, UV and Ozone/Auxiliary systems prior to shutting off the recirculation

pump. The controller shall abort VFD turn downs upon declining water chemistry, and increase the circulation rate to satisfy minimum flow requirements of a heater, backwash requirements, UV and/or ozone system. All high-voltage wiring shall be performed in a separate NEMA 4X enclosure that precludes access to the controller electronics. The control system shall provide automatic control of the filtration system including backwash operation. Remote access shall be provided through EZConnect, without the need for port forwarding or a VPN. Installation of the system shall be per the manufacturer's specification and no exceptions shall be allowed. A factory trained/authorized representative shall provide training to the owner. The specified controller is a BECSys7 manufactured by BECS Technology, Inc.

- 2.27.2. Certifications: The controller shall carry the following product certifications: NSF/ANSI Standard 50; UL 61010-1 (CSA) C22.2 Number 61010-1 European Union Low Voltage Directive 73/23/EEC EN 61010-1.
- 2.27.3. Sensors: The controller shall come with sensors meeting the following requirements. pH: The controller shall provide a measurement of pH by utilizing a sensor with the following characteristics: 0 – 14 sensing range; ABS body with ½" NPT process connection; minimum of 32 milliliters of inorganic electrolyte gel; organic electrolytes, susceptible to breakdown in the presence of strong oxidants, shall not be considered equal; a porous Teflon liquid junction to provide a stable, low impedance reference contact, and to prevent fouling and clogging of the liquid junction; a silver/silver chloride (Ag/AgCl) reference element; a general purpose glass membrane pH sensing element; operating temperature range of 0 - 80 degrees C; operating pressure range of 0 - 100 psiG. The controller shall continuously monitor, display and data log pH with 0.1 or 0.01 resolution (programmable).
- 2.27.4. ORP: The controller shall provide a measurement of ORP by utilizing a sensor with the following characteristics: -1000 to +1000mV sensing range; ABS body with ½" NPT process connection; minimum of 32 milliliters of inorganic electrolyte gel; organic electrolytes, susceptible to breakdown in the presence of strong oxidants, shall not be considered equal; a porous Teflon liquid junction to provide a stable, low impedance reference contact, and to prevent fouling and clogging of the liquid junction; a silver/silver chloride (Ag/AgCl) reference element; a solid platinum or solid gold ORP sensing element with a minimum of 1 cm² surface area; platinum-plated and gold-plated sensing elements, which are susceptible to abrasives, shall not be considered equal; operating temperature range of 0 - 80 degrees C; operating pressure range of 0 - 100 psiG. The controller shall continuously monitor, display and data log ORP with 1mV resolution.
- 2.27.5. Temperature: The controller shall provide a measurement of water temperature by utilizing a sensor with the following characteristics: 32 – 212°F (0 – 100°C) sensing range; 2 wire, 100Ω resistive temperature detector (RTD) with a 0.00385 Alpha. The controller shall continuously monitor, display and data log temperature with 1°F resolution.
- 2.27.6. Circulation Flow Sensor: The controller shall provide a measurement of pool circulation flow rate and volume by utilizing a flow sensor with the following characteristics: 0-8800 gpm (0-33265 liter/min) measuring range, paddle wheel flow sensor with a frequency output, dual O-ring seal, 25 foot cable, saddle, Flow volume: 999 trillion gallons, 1 gallon resolution; 999 trillion liters, 1 liter resolution. The controller shall continuously monitor, display and data log flow rate with 0.1 gpm resolution.
- 2.27.7. Surge Tank Level: The controller shall provide a measurement of the surge tank water level by utilizing the BECSys SLS continuous level sensor with the following characteristics: Piezoresistive pressure measurement of the water column, Automatically adjusts for changes in atmospheric pressure, Factory calibrated, Field configurable sensor length, Solid-state; no moving parts that can wear out over time, Installation options for wall mount and stand pipe glass configurations. The controller shall continuously monitor, display and

data log surge tank level with 0.4" resolution or better. The controller shall use the surge tank level to control a water makeup valve to maintain water level (Autofill) and/or control a main drain modulating valve. Upon a Low Surge Tank Level Alarm the controller shall trigger an Emergency Off condition to turn off the circulation pump to prevent damage to the pump.

2.27.8. Backwash Tank Level: The controller shall provide a measurement of the backwash tank water level by utilizing the BECSys SLS continuous level sensor with the following characteristics: Piezoresistive pressure measurement of the water column, Automatically adjusts for changes in atmospheric pressure, Factory calibrated, Field configurable sensor length, Solid-state; no moving parts that can wear out over time, Installation options for wall mount and stand pipe glass configurations. The controller shall continuously monitor, display and data log surge tank level with 0.4" resolution or better. The controller shall use the backwash tank level during automatic or semi-automatic backwash to prevent backwash tank overflow.

2.27.9. User Interface: The standard display shall be a backlit transreflective LCD with 14 line x 40 alpha/numeric graphical characters that will continuously display information related to the following: All installed sensor readings, Set points, with current control status, All active alarms, including time activated, Smart menus w/ integrated on-screen help.

2.27.10. Contrast adjustment of the backlit LCD shall be provided through clearly marked keys on the front-panel without the need for access to internal controller circuitry. After initial adjustment, controller shall monitor internal temperature and automatically adjust contrast to prevent LCD blackout in extreme ambient temperature conditions. Controllers that do not include front-panel contrast adjustment and automatic temperature compensation shall not be considered equal. The standard user interface shall include single-touch access to Set Points, Relay Modes, Calibrations, Backwash status and settings, Menu access, and Reset Fail/Safes. An alphanumeric keypad shall be provided for ease of system configuration.

2.27.11. Control Functions

2.27.12. Water Chemistry

- A. pH Control: The controller shall continuously control pH. Chemical feed shall be configurable for feed-up, feed-down, or dual feed and either on/off or time-based proportional feed.
- B. Sanitizer Control: The controller shall continuously control sanitizer based upon the ORP reading, the free chlorine sensor, or both with a bracketed control program. Chemical feed shall be configurable for either on/off or time-based proportional feed.
- C. Bracketed Sanitizer Control: With a free chlorine sensor, the controller shall be configurable for bracketed sanitizer control; The bracketed control algorithm shall allow either the ORP or ppm set point to be chosen as the primary control point, while using other parameter to create a secondary boundary (min and max settings) that must be maintained in addition to the primary control point.
- D. Sanitizer Booster Feed: The controller shall have a sanitizer booster program with selectable ORP and/or ppm set points with separate ending set points, allowing the option of the booster sanitizer to control to a lower set point while the primary system can recover.
- E. UV Control: A Fireman Cycle feature shall turn off (ramp down) the UV relay 0 to 60 minutes (settable) prior to backwash initiation or recirculation pump shutdown.
- F. Ozone/Auxiliary: A Fireman Cycle feature shall turn off (ramp down) the Ozone/Auxiliary relay 0 to 60 minutes (settable) prior to backwash initiation or recirculation pump shutdown. The Ozone Fireman control and relay shall have the ability to be renamed in the menus to provide the Fireman Cycle feature for Auxiliary equipment instead of ozone as needed.

- G. Combined Chlorine UV Control: With free and total chlorine sensors, the controller shall provide turndown control of a UV system based upon combined chlorine set point; when combined chlorine is below set point the UV system will be turned down to decrease energy consumption and extend bulb life.
- H. Superchlorination: The controller shall have a programmable superchlorination function, based upon ORP or ppm superchlor setpoint, which is triggered manually.
- I. Dechlorination: The controller shall have a programmable dechlorination function, based upon ORP or ppm dechlor setpoint, which is triggered either manually or by the completion of the superchlorination function.
- J. LSI & RSI: The controller shall compute the Langelier Saturation Index and the Ryznar Saturation Index based upon current inputs and the Ca Hardness and Alkalinity entered by the operator.

2.27.13. Expanded

- A. Flow Monitoring: With a circulation flow sensor, the controller shall continuously monitor, display, and datalog system flow, maintaining a total flow volume. A Low Flow Alarm shall be operator settable, which can be programmed to disable chemical feeds. Controller shall also have a Minimum Flow Rate setting to turn off heater whenever system flow is less than this programmed minimum level.
- B. Heater Control: The controller shall perform on/off control of a heater based upon an operator settable temperature set point. A Fireman Cycle feature shall turn off the Heater 0 to 60 minutes (settable) prior to recirculation pump shutdown. The controller shall immediately turn off the Heater when system flow is less than the heater Minimum Flow Rate setting. The Heater control algorithm shall include an Energy Conservation mode, with on/off set time and secondary temperature set point.
- C. TDS Control: With a conductivity/TDS sensor, the controller shall provide selectable control of TDS through simultaneous draining of water prior to filtration and addition of fresh make-up water.
- D. Enzyme Feed: The controller shall include a programmable daily timed feed with start and end time, feed duration, and number of cycles to allow multiple feed cycles per day.
- E. Turbidity Control: With a turbidity sensor, the controller shall feed polymer based upon turbidity setpoint.
- F. Chemical Inventory Monitoring: With an acid and/or liquid chlorine level sensor, the controller shall continuously monitor, display, and data log liquid pH adjuster and chlorine inventory levels. The controller shall include low chemical level alarm points for each chemical being monitored.
- G. Backwash Tank Monitoring: With a backwash tank level sensor, the controller shall continuously monitor, display, and data log backwash holding tank level.
- H. Surge Tank Monitoring: With a surge tank level sensor, the controller shall continuously monitor, display, and data log surge tank level.
- I. Autofill: With a surge tank level sensor, the controller shall automatically control a water makeup relay to add makeup water to maintain pool level set point, based upon surge tanks (or equivalent) level, with an overflow delay feature. The controller shall provide a programmable alternate set point (4 event 28 day timer).
- J. Sensor Wash: The controller shall include a programmable sensor wash with start and end time, feed duration, and number of cycle to allow multiple feed cycles per day.

2.27.14. Energy Conservation

- A. Alternate Setpoints: The controller shall have alternate Sanitizer, Heater, and Autofill setpoints, based upon a 4 event 28 day timer.
- B. Energy Conservation Mode: The controller shall have the capability to disable all mechanical and chemical functions during programmed conservation cycle. The Energy Conservation Mode shall include the ability to periodically monitor and satisfy all

operation requirements based upon a programmed time schedule.

2.27.15. Automatic Backwash

- A. Backwash Initiation: The controller shall be user configurable to initiate backwash upon any of the following conditions:
 - a. Time, based upon a 24 hour, 7 day programmable calendar,
 - b. Pressure Differential, taken from either a pressure differential switch or an operator settable low pressure differential setpoint based upon the differential between two installed pressure transducers,
 - c. Low System Flow, an operator settable low flow setpoint based upon the installed system flow meter,
 - d. Totalized filter water volume, an operator settable totalized filter water volume setpoint based upon the total system flow maintained by the controller from the installed system flow meter,
 - e. High filter effluent turbidity, an operator settable turbidity set point based upon the installed turbidity sensor,
 - f. Manual, which only initiates backwash when manually activated by operator.
- B. Normal Operation: The controller shall be capable of controlling the backwash operation of up to 16 filters, with the following backwash features included as part of normal programming.
 - a. Inhibit Period: Operator settable daily time period during which backwash is prevented from being triggered.
 - b. Backwash Frequency Fail Safe: Prevents an automatically triggered backwash from starting within this time period from the end of the previous backwash. Does not prevent a Manual initiation of backwash.
 - c. Fireman Cycles: The controller shall provide 3 operator-settable independent Fireman Cycle settings for the Heater, UV and Ozone/Auxiliary controls. The controller shall automatically delay the start of the backwash operation until the Heater, UV and Ozone/Auxiliary controls have been deactivated and the corresponding Fireman Cycles have expired.
 - d. Primary/Priority Valve Management: Primary/Priority valve control closes a Primary/Priority valve during backwash of a filter to increase the flow through the filter being backwashed.
 - e. Alternate Lead Filter: In multiple filter systems, the controller shall automatically alternate the lead filter in each successive backwash cycle, in order to assure an effective full backwash of all filters in the system.
 - f. Backwash duration: Operator settable length of time to backwash each filter.
 - g. Dwell Time: Operator settable length of time to delay after each filter is backwashed.

- C. Backwash Holding Tank management: The controller shall be capable of monitoring the backwash holding tank to prevent overflow, by adjusting the backwash cycle as follows:
 - a. Suspend backwash when the holding tank is full, allowing time for the holding tank to drain.
 - b. Automatically resume backwash when the holding tank is empty.
 - c. An operator settable timeout which monitors the amount of time the backwash holding tank takes to drain. If this timeout is exceeded, a limit timer alarm is activated, and the backwash cycle cancelled.
- D. Advanced Backwash Optimization: The controller shall be capable of the following advanced features as part of the normal backwash programming:
 - a. Backwash accessory: Turns on an additional relay before, during, and/or after backwash operations based upon operator settable parameters; useful for sites where application of a dechlorination agent to backwash water (holding tank) is required.
 - b. Water Saving (Turbidity): The controller shall be capable of monitoring backwash effluent turbidity and ending a filter backwash early upon reaching a desired turbidity set point.
 - c. Filter Isolation: During backwash suspension due to full backwash holding tank, allows suspended filter to be isolated from the system rather than being returned to filter mode to prevent the filter bed from recompacting, making the resumed backwash rapidly effective. Requires properly equipped filters.

2.27.16. On/Off Control with Relay

Controller shall provide the capability to interface to and control a recirculation pump with a programmable relay. The controller shall provide 3 operator-settable independent Fireman Cycle settings and relays for the Heater, UV and Ozone/Auxiliary controls.

The controller shall include the following capabilities, available as appropriate based upon installed sensors and implemented features:

- A. Fireman Cycle: Upon the following events, the controller shall automatically delay recirculation pump shutdown until the Heater, UV and Ozone/Auxiliary controls have been deactivated and the corresponding Fireman Cycles have expired:
 - a. Backwash Operations
 - b. Energy Conservation mode (24 hr, 7 day function)
 - c. Manual off (per Operator)
- B. Immediate: Upon the following events, the controller shall immediately turn off the recirculation pump (and Heater, UV and Ozone/Auxiliary controls), without first

satisfying Fireman Cycle timing requirements:

- a. Surge Tank Level Low Alarm: Turn off pump immediately (surge tank is almost empty)
- b. Strainer Vacuum High Alarm: Turn off pump immediately (possible entrapment)
- c. Emergency shut down, triggered by front-panel Emergency Off: Turn off pump immediately (per Operator)

2.27.17. Total Dynamic Head (TDH)

Controller shall provide the capability to continuously monitor the Total Dynamic Head (TDH) of the main recirculation pump, directly calculated by the controller from recirculation pump influent vacuum and filter influent pressure transducers (if installed). TDH shall be displayed on the user interface and recorded in data logs, with user-programmable High and Low TDH Alarm settings.

2.27.18. VFD Interface

Controller shall provide the capability to interface to and control a recirculation pump equipped with a Variable Frequency Drive (VFD) through a 4-20mA signal. The controller programming shall allow the operator to manage the VFD entirely from the water chemistry controller, by providing the following capabilities:

- a. Programmable setpoint specified as either flow rate, effluent filter pressure, or fixed setting,
- b. Four programmable operator-triggered alternate profiles ("Manual Turndowns"),
- c. Four programmable scheduled alternate profiles ("Scheduled Turndowns"),
- d. Override setting for backwash,
- e. Ramp up and ramp down settings,
- f. Minimum output setting.

The controller shall automatically abort a Manual or Scheduled Turndown upon declining water chemistry and return to the standard programmed circulation rate to maintain optimal water quality. Declining water chemistry is signaled by any of the following alarm conditions:

- pH low alarm
- pH high alarm
- ORP low alarm
- ORP high alarm
- PPM low alarm
- PPM high alarm
- Temperature low alarm
- Temperature high alarm
- Total Cl High alarm

- Combined CI High alarm
- Turbidity high alarm

During a VFD turndown the controller shall automatically increase the circulation flow rate to satisfy minimum flow rate requirements for a heater, backwash cycle, UV and/or ozone unit. Each device shall have a dedicated minimum flow rate setting; when the controller logic determines that one of these units must be activated to achieve the programmed set point, the controller shall automatically increase the circulation flow rate (if necessary) while that device is activated. After the set point is satisfied, the controller shall return to the flow rate specified in the VFD turndown after any programmed Fireman's Cycles have elapsed.

Remote access to current VFD status and all VFD parameters shall be provided through the BECSys for Windows PC software provided with controller. The name of each alternate profile shall be changeable by the operator, so that VFD menus and data log entries are intuitive and recognizable by the users of the system.

Systems that do not provide both local and remote management of the VFD through the equipment room controller shall not be considered equal.

2.27.19. Solid-State Relays

The controller shall come with a total of 4 integral line or dry contact 5A solid-state relay outputs capable of switching 3A under all normal operating conditions, accounting for the effects of the temperature gradient inside the NEMA 4X enclosure. Systems that utilize relays that are not de-rated must submit an engineering evaluation justifying the use of relays at their full, optimal-condition capacity. All solid-state relays shall have a provision for an electrical interlock with the circulation pump motor starter.

2.27.20. Mechanical Relays

The controller shall come with a total of 5 mechanical relays: 1 integral 8A dry contact mechanical relay, and 4 integral 3A dry contact or line powered mechanical relays.

Since mechanical relays have the inherent risk of failing in the closed (active) position, as a safety measure the controller shall preclude the ability to assign any of the integral mechanical relays to chemical feed functions. Systems that do not preclude mechanical relays from being configured for chemical feeds shall not be considered equal. All mechanical relays shall have a provision for an electrical interlock with the circulation pump motor starter.

2.27.21. 4-20mA Outputs

The controller shall come with four separately isolated 4-20mA output signals with a load capacity of 440Ω per output channel. Each output signal shall be independently configurable for any of the following functions: Any enabled input, scaled between two operator-defined end points, VFD control of recirculation pump, Control of main drain modulating valve.

2.27.22. Manual-On limit

The controller shall have built-in limits to the amount of time any relay control output may be forced on (i.e. in "Manual On" mode). This is an important safety feature to prevent control outputs from inadvertently being left forced on after service or diagnostics.

2.27.23. High/Low Alarm Settings & Control Lockouts

The controller shall have programmable high and low alarm settings for pH, ORP, PPM, temperature, low flow & no flow and chemical overfeed, turbidity, pressure & vacuum, surge tank levels, chemical inventory.

The controller shall have a programmable lockout of sanitizer feed upon pH high or low alarm.

2.27.24. No Flow Alarm & Flow Restored Delay

The controller shall activate a No Flow alarm when the dedicated sample stream flow switch indicates there is insufficient flow through the sample stream. This No Flow alarm shall lockout all chemical feed control operations.

The controller shall include a Flow Restored Delay, which shall extend the No Flow lockout user-programmable amount of time after the No Flow alarm ends (i.e. flow is restored). This feature is necessary to assure that the system has valid, stable sensor readings of circulating water prior to making chemical feed control decisions.

2.27.25. Feed Limit Alarms

The controller shall trigger a FailSafe alarm if a chemical feed relay remains on longer than the programmable Feed Limit Timer. Chemical feeds shall automatically be disabled if the corresponding reading goes into a FailSafe alarm condition.

2.27.26. Emergency Off

The controller shall have a dedicated Emergency Off button on the front panel of the system, which immediately halts all chemical feeds and control outputs when pressed. This feature shall be password protectable, which shall require entry of one of the Security passwords.

2.27.27. Safety shield

The controller shall include a safety shield that precludes access to high voltage circuitry and wiring. Fuses shall be replaceable without removal of the safety shield.

2.27.28. Security

The controller shall have three security password levels: six for operators, two for managers and one for the distributor providing for a history of access identified by the user.

2.27.29. Local Alarms Indicators

The controller shall signal all alarm conditions with the following indicators:

a bright red flashing LED on the front of the controller, activation of a master alarm signal provided as a dry contact relay enabling the use of 0-240 VAC alarms, and each active alarm listed on the LCD display along with time activated.

2.27.30. Remote Communication, Data Logging, Access & Alarm Notification

2.27.31. Gbit Ethernet with EZConnect™

The controller shall come with an integral 1 Gbit Ethernet connection. Through this Gbit Ethernet connection the controller shall be capable of providing:

1. Local and remote Access via PC,
2. Local and remote Mobile Access with an Android and iPhone Mobile App, and
3. Alarm Notification via email or text message via an Ethernet connection to the Internet.

The controller shall have 512 MB NAND flash memory, which does not require a battery to preserve data logs during power outages, for input level recording and events. All input levels shall be recorded and maintained for 365 days on the controller, with a sample taken every minute. The controller shall record and maintain the events over the last 365 days recording all alarms, parameter changes, user logins, and operational cycles related to all control features. Systems that require a battery to preserve data logs during power outages shall not be considered equal.

Local and remote access shall be available through the BECSys EZConnect™ system. The EZConnect™ system eliminates the need for IT departments to make special router/firewall allowances for access to the controller from outside the network, such as port forwarding and VPNs. Controllers that require a VPN or port forwarding for remote access shall not be considered equal. Messages to/from the controller shall be protected with TLS encryption for maximum security. EZConnect™ shall be disableable, in which case traditional IP-based techniques can be used to access the controller.

2.27.32. Remote Access

The controller manufacturer shall provide BECSys for Windows graphical remote operation software, for interactive connection to the controller from a PC. Remote operation software shall be Windows 10 compatible, and have all of the following operational modes:

1. Site Data Base – for organizing and accessing multiple controllers on site, or at multiple sites.
2. Graphical Operator's Console – to display current readings, setpoints, alarm points and control status in an easy-to-read graphical mode.
3. Data Log Graphing – to review data logs with time-synchronized event data; data log traces shall be configurable, with color and line style selectable by operator.
4. Full Menu Tree – All system parameters accessible through a full menu tree interface.
5. Auto-Polling – to allow automatic download of data logs from all controllers in site database.

2.27.33. Mobile App

The controller manufacturer shall provide BECSys Now! Mobile App for monitoring controllers from mobile devices. The Mobile App shall run on Android smartphones and tablets and also iPhones, iPads and iPod Touch devices. The Android App shall be available to download free of charge from Google Play. The IOS App shall be available to download free of charge from the Apple App Store. The App shall include a Quick Status screen, displaying the status (Alarm, No Alarm, or Disconnected) of all controllers monitored by the user. Systems providing mobile access with a web page hosted on the controller

shall not be considered equal, as this approach does not support a single-screen Quick Status display of all controllers monitored by the user.

2.27.34. Alarm Notification

The controller shall be capable of providing alarm notification to 8 different recipients. Each recipient shall be individually configurable to receive alarm notification by one of the following methods.

1. Email: Notification message shall include system type, serial number, location, system ID, all active alarms including the date and time each alarm was triggered, and current readings.
2. Text Message: Notification message shall include system type, serial number, location, system ID, and all active alarms including the date and time each alarm was triggered.

2.27.35. Controller enclosure

The controller shall be housed in a NEMA 4X polycarbonate enclosure.

2.27.36. Connection Center high voltage wiring enclosure

All high voltage field wiring shall be through a separate NEMA 4X enclosure that precludes access to controller electronics. All high voltage connections shall be clearly identified and a field wiring diagram shall be provided with the controller for installer reference. All controller high-voltage relay assignment parameters shall be programmed at the factory prior to delivery to installation location.

2.27.37. Lighted flow Cell

The flow cell shall have a polyethylene body with two ½" NPT ports for pH and ORP sensors, two ¼" NPT ports for temperature sensor and sensor wash acid injection, integrated flow switch and clear acrylic front viewing windows. The flow cell shall also include a port for the CP-1 free chlorine sensor, if present. The flow cell shall be backlit to support inspection of sensors, and red LEDs shall illuminate to indicate a No Flow condition. The flow cell design shall provide precise sample flow rate and water velocity regulation past the sensors. The flow cell shall come provided with PVC ½" isolation ball valves and PVC ¼" wet test valve.

Each flow cell shall be equipped with a pressure-sensing device. The pressure sensor shall consist of a compound pressure/vacuum gauge manufactured in stainless steel, 2½" diameter, liquid filled with an operating pressure range of 0 to 60 psig and vacuum of 0 to -30 in./ Hg.

2.27.38. Warranty, Start-up and Manuals

Controller shall be covered by a standard manufacturer's 5 year warranty.

ORP and pH sensors shall be covered by a standard manufacturer's 2 year warranty.

Other sensors and flow cell components shall be covered by a standard manufacturer's 1 year warranty.

The control system shall be provided with on-site start-up, on-site operator training, and 1 year on-site warranty service performed by a representative trained and authorized by the controller manufacturer.

Manufacturer shall supply an Operation and Maintenance Manual describing features, operating instructions, maintenance procedures and replacement parts.

2.27.39. CO2 FEED SYSTEM

- A. The Contractor shall furnish and install a CO2 feed system to be used in conjunction with an automatic chemistry controller, to control the pH of the swimming pool water. The system shall include an adjustable pressure regulator factory preset at 50 psi with integral cylinder pressure gauge. Units employing non-adjustable pressure regulators shall not be allowed. A rate of feed adjustable flow meter scaled from 10 - 60 SCFH (Standard Cubic Feet per Hour), shall be mounted in a FRP non-corrosive panel.
- B. A remote on/off control, 120 VAC solenoid valve, shall be mounted in a separate panel with the flow meter. A venturi/eductor shall be installed to provide a vacuum of 25" Hg when not feeding CO2. During the feed cycle, the vacuum shall not drop below a vacuum of 5" Hg. A vacuum gauge shall be installed at the venturi for verification of vacuum presence. All connecting tubing shall be thick wall 3/8" O.D. polyethylene tubing. System which utilize a porous diffuser for injection of CO2 shall not be considered equal, as this will cause an uncontrolled increase in pool water alkalinity.
- C. Provide OSHA approved tank brackets and tank holders (four).

2.28. BALANCING TANK

- 2.28.1. The modulating float valve assembly shall be designed for mounting between two companion flanges in a horizontal position. The valve shall be 80% closed when the float assemblies are up and full open when the float assemblies are down. The valve body and disc shall be made from stress relieved Polypropylene series 500. The disc shall be mounted to the valve body by a single .625" diameter stainless steel shaft. The valve shaft shall be fitted with o-rings to promote ease of operation and reduce leakage to atmosphere

during low water conditions. Two 7" diameter polyethylene floats, attached to .50" diameter stainless steel float rods, shall activate the modulating valve. All attaching hardware, clevis assemblies, float retainers, spring pins, nuts and bolts shall all be stainless steel.

- 2.28.2. The Contractor shall supply and install new Schedule 80 piping and valves to the balancing tank to connect to new pumps. The Contractor shall supply and install new Schedule 80 piping and valves from the gutter and main drain to connect to new balancing tank.
- 2.28.3. The tank vessel shall be 60" wide x 85" tall. Tank shall be closed top construction with a vent to be plumbed to atmosphere.
- 2.28.4. Balancing tank to be ozone resistant solid fiberglass construction. Resin shall be premium corrosion resistant polyester in accordance with ASTM C-581. The balancing tank shall be designed as an atmospheric vessel and hydrostatically tested to 25 psi.
- 2.28.5. Tank connections shall consist of one (1) double flanged 8" main drain line, one (1) flanged 8" gutter line, one (1) double flanged 6" pump suction line, and one (1) 4" vent line. All connections shall be flanged.
- 2.28.6. Tank shall include sight glass for level monitoring.

2.29. CAL-HYPO FEEDER

- 2.29.1. The Sanitization System shall be a PPG 3070 System and shall operate in a non pressurized manner to ensure optimum safety and ease of operation. The chlorine feed system specified under this section shall be capable of feeding 60 pounds of calcium hypochlorite per day into the recirculation system of the swimming pool for the purpose of maintaining the chlorine residual at a preset limit. The specified system shall work in concert with an automatic water chemistry control device, which shall govern the feeding of chlorine. The chlorine feed system shall be listed by NSF under Standard 50.
- 2.29.2. The chlorinator shall be made of non-corrosive material. The unit shall incorporate the following major components: electrical control console, structural support mounting base, 75 pound chemical storage hopper with gasketed lid and hold-downs, erosion chamber, and a balancing tank. The chlorinator shall operate in a non-pressurized manner to ensure optimum safety and ease of operation.
- 2.29.3. The chlorinator shall be designed to utilize dry calcium hypochlorite in the briquette/tablet form having 68% available chlorine, minimum, with 0.4 to 0.6% scale inhibitor (by weight). The chlorine utilized shall provide even dissolution rate for uniform chlorination of the swimming pool.
- 2.29.4. Calcium hypochlorite tablets shall be loaded into the product storage hopper. Delivery shall be by erosion feed technology, and shall provide for controlled decomposition of the calcium hypochlorite, converting the dry chemical into a chlorine liquid concentrate of no more than 0.05%. Soaking, spray and vortex systems shall not be considered equal. The concentrate liquid shall flow from the activation chamber into a fluidization chamber. The contents of the fluidizer, concentrate chlorine liquid, shall be drawn, under vacuum, into the recirculation plumbing by a centrifugal pump.
- 2.29.5. The chlorinator shall operate with supply water pressure between five and twenty psig, and a flow rate of ten to fifty gallons per minute. Each feed device shall be 20" x 36".
- 2.29.6. A Type 6061-T aluminum frame shall contain all feeder equipment. The base shall be drilled to receive anchor hold down. Four 3/8" x 3-1/2" anchor bolts with nuts and washers

for securing the unit to the mechanical room floor shall be supplied.

- 2.29.7. Influent and effluent manifolds shall be provided. Influent will receive 1-1/2" PVC pipe and effluent will receive 1-1/2" PVC pipe. Shutoff valves shall be provided.
- 2.29.8. The electrical control system will be housed within a separate non-metallic NEMA 4X enclosure. The enclosure shall be provided with weather proof sealing gaskets. The electrical control system shall be mounted directly to the chlorine feed system.
- 2.29.9. A water level sight glass shall be provided to monitor the water level in the fluidization chamber. Water level exceeding design allowance will initiate the closure of the water valve to the by-pass flow. A secondary failsafe high level control will initiate the closure of the chlorine feed solenoid valve.
- 2.29.10. An industrial grade brass normally closed solenoid operated valve will be mounted into the inlet water line. The solenoid valve will be 115 VAC and will be controlled by an automatic controller.
- 2.29.11. The booster pump housing shall be made of glass-reinforced thermoplastic and the impeller shall be molded of Lexan. A mechanical seal will be provided between the pump housing and the motor. The seal will be a precision lapped, highly polished carbon-ceramic stainless steel shaft seal. The motor will be a 1 HP, single phase, 115 VAC, 60 cycle, and 3450 RPM.
- 2.29.12. The system shall be supplied complete with a booster pump relay system. This system shall include a motor contactor and relay which will shut off the booster pump after each feed activation. Systems that require the continual operation of a booster pump shall not be considered equal. Systems that do not completely evacuate all chlorine solution after a feed activation and function as a batch feeder shall not be considered equal, as this causes build-up and plugging of the feeder outlet.

2.30. FLOWMETER

The Contractor shall supply and install a Signet analog flowmeter/flowsensor with 6" PVC saddle and paddlewheel/flowsensor with 25' sensing cable to be connected to the BECSys7 controller.

2.31. WATER LEVEL CONTROL

The Contractor shall supply and install a BECS PLX sensor on the sight glass of the new balancing tank with 25' sensing cable to be connected to the BECSys7 controller. The BECSys7 shall monitor and read balancing tank level and actuate a 1" Contractor supplied solenoid valve for automatic fill.

2.32. BACKWASH TANK LEVEL CONTROL

The Contractor shall supply and install a BECS SLS sensor in the existing backwash waste tank with 25' sensing cable to be connected to the BECSys7 controller. The BECSys7 shall monitor the level in the tank and shut down the automatic backwash cycle if the level gets too high.

2.33. START UP CHEMICALS

The Contractor shall supply start-up chemicals for the pool including ten (10) pails of chlorine tabs for the Accu-Tab feeder.

2.34. VALVES

The Contractor shall supply and install all new Asahi PVC SP Series butterfly valves for pool piping and surge tank installation. Check valves shall be Asahi PVC flanged swing check valve.

3. EXECUTION

3.1. GENERAL INSTALLATION REQUIREMENTS

The plumbing system shall be installed complete with all necessary equipment, fittings, traps, valves, and accessories. Provide complete and operational pool filtration systems.

3.1.1. Cutting and Repairing

The work shall be carefully laid out in advance, and unnecessary cutting of construction shall be avoided. Damage to building, piping, wiring, or equipment as a result of cutting shall be repaired by mechanics skilled in the trade involved.

3.1.2. Protection of Materials, and Equipment

Pipe openings shall be closed with caps or plugs during installation. Equipment shall be tightly covered and protected against dirt, water, chemicals, and mechanical injury. Upon completion of the work, the fixtures, materials, and equipment shall be thoroughly cleaned, adjusted, and operated. Safety guards shall be provided for exposed rotating equipment.

3.1.3. Mains, Branches, and Runouts

Piping shall be installed as indicated. Pipe shall be accurately cut and worked into place without springing or forcing. Structural portions of the building shall not be weakened. Aboveground piping shall run parallel with the lines of the building, unless otherwise indicated. Branch pipes from service lines may be taken from top, bottom, or side of main, using crossover fittings required by structural or installation conditions. Supply pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering on the different services. Bare and insulated water lines shall not bear directly against building structural elements so as to transmit sound to the structure or to prevent flexible movement of the lines. Water pipe shall not be buried in or under floors unless specifically indicated or approved. Changes in

pipe sizes shall be made with reducing fittings. Use of bushings will not be permitted except for use in situations in which standard factory fabricated components are furnished to accommodate specific accepted installation practice. Change in direction shall be made with fittings, except that bending of pipe 4 inches and smaller will be permitted, provided a pipe bender is used and wide sweep bends are formed. The center-line radius of bends shall be not less than six diameters of the pipe. Bent pipe showing kinks, wrinkles, flattening, or other malformations will not be acceptable.

3.2. SUPPORTS

Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement when operating temperatures exceed ambient temperatures shall be supported by variable spring hangers and supports or by constant support hangers. In the support of multiple pipe runs on a common base member, a clip or clamp shall be used where each pipe crosses the base support member. Spacing of the base support members shall not exceed the hanger and support spacing required for an individual pipe in the multiple pipe run. Threaded sections of rods shall not be formed or bent.

3.3. EQUIPMENT INSTALLATIONS

Install all equipment per manufacturer's requirements and recommendations.

3.4. POSTED OPERATING INSTRUCTIONS

Framed instructions under glass or in laminated plastic, including wiring and control diagrams showing the complete layout of the entire system, shall be posted where directed. Condensed operating instructions explaining preventive maintenance procedures, methods of checking the system for normal safe operation, and procedures for safely starting and stopping the system shall be prepared in typed form, framed as specified above for the wiring and control diagrams and posted beside the diagrams. The framed instructions shall be posted before acceptance testing of the systems.

3.5. TRAINING

For each school (Crosby, Wilby & Westside) provide (4) hours of onsite instructional training on the operation of the pool filtration, chemical feed, and balancing tank systems. The training shall be provided for up to (6) school/city employees.

SECTION 26 20 00
INTERIOR DISTRIBUTION SYSTEM

1 PART 1 GENERAL

1.1 REFERENCES

The publications referenced in the body of this specification to the extent their referenced form a part of this specification.

1.2 DEFINITIONS

Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE 100.

1.3 SUBMITTALS

Owner or owner's representative approval is required for submittals

Shop Drawings

Panelboards

Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

Product Data

Receptacles

Circuit breakers

Switches

Submittals shall include performance and characteristic curves.

Test Reports

600-volt wiring test

Grounding system test

Transformer tests

Ground-fault receptacle test

Operation and Maintenance Data

Electrical Systems,

Submit operation and maintenance data in OPERATION AND MAINTENANCE DATA Specification and as specified herein.

1.4 QUALITY ASSURANCE

1.4.1 Fuses

Submit coordination data as specified in paragraph, FUSES of this section.

1.4.2 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Contracting Officer. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.

1.4.3 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

1.4.3.1 Alternative Qualifications

Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished.

1.4.3.2 Material and Equipment Manufacturing Date

Products manufactured more than 3 years prior to date of delivery to site shall not be used, unless specified otherwise.

1.5 MAINTENANCE

1.5.1 Electrical Systems

Submit operation and maintenance manuals for electrical systems that provide basic data relating to the design, operation, and maintenance of the electrical distribution system for the building. This shall include:

- a. Single line diagram of the "as-built" building electrical system.
- b. Schematic diagram of electrical control system (other than HVAC, covered elsewhere).
- c. Manufacturers' operating and maintenance manuals on active electrical equipment.

1.6 WARRANTY

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract. Owner requires 2-year warranty on all work.

2 PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Materials, equipment, and devices shall, as a minimum, meet requirements of UL, where UL standards are established for those items, and requirements of NFPA 70.

2.2 CONDUIT AND FITTINGS

Shall conform to the following:

2.2.1 Rigid Metallic Conduit

2.2.1.1 Rigid, Threaded Zinc-Coated Steel Conduit

ANSI C80.1, UL 6.

2.2.2 Rigid Nonmetallic Conduit

PVC Type EPC-40, and EPC-80 in accordance with NEMA TC 2, UL 651.

2.2.3 Intermediate Metal Conduit (IMC)

UL 1242, zinc-coated steel only.

2.2.4 Electrical, Zinc-Coated Steel Metallic Tubing (EMT)

UL 797, ANSI C80.3.

2.2.5 Plastic-Coated Rigid Steel and IMC Conduit

NEMA RN 1, Type 40(40 mils thick).

2.2.6 Flexible Metal Conduit

UL 1.

2.2.6.1 Liquid-Tight Flexible Metal Conduit, Steel

UL 360.

2.2.7 Fittings for Metal Conduit, EMT, and Flexible Metal Conduit

UL 514B. Ferrous fittings shall be cadmium- or zinc-coated in accordance with UL 514B.

2.2.7.1 Fittings for Rigid Metal Conduit and IMC

Threaded-type. Split couplings unacceptable.

2.2.7.2 Fittings for EMT

Steel compression type.

2.2.8 Fittings for Rigid Nonmetallic Conduit

NEMA TC 3 for PVC, and UL 514B.

2.2.9 Liquid-Tight Flexible Nonmetallic Conduit

DO NOT USE

2.3 SURFACE RACEWAY

Not used.

2.4 BUSWAY

Not used.

2.5 CABLE TRAYS

Not used.

2.6 OPEN TELECOMMUNICATIONS CABLE SUPPORT

Not used.

2.8 CABINETS, JUNCTION BOXES, AND PULL BOXES

Volume greater than 100 cubic inches, UL 50, hot-dip, zinc-coated, if sheet steel.

2.9 WIRES AND CABLES

Wires and cables shall meet applicable requirements of NFPA 70 and UL for type of insulation, jacket, and conductor specified or indicated. Wires and cables manufactured more than 12 months prior to date of delivery to site shall not be used.

2.9.1 Conductors

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and capacities shown are based on copper, unless indicated otherwise. All conductors shall be copper. Conductors indicated to be No. 6 AWG or smaller diameter shall be copper. Conductors indicated to be No. 4 AWG and larger diameter shall be either copper or aluminum, unless type of conductor material is specifically indicated, or specified, or required by equipment manufacturer.

2.9.1.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to satisfy manufacturer's requirements.

2.9.2 Conductors

2.9.2.1 Minimum Conductor Sizes

Minimum size for branch circuits shall be No. 12 AWG; for Class 1 remote-control and signal circuits, No. 14 AWG; for Class 2 low-energy, remote-control and signal circuits, No. 16 AWG; and for Class 3 low-energy, remote-control, alarm and signal circuits, No. 22 AWG.

2.9.2.2 Color Coding

Provide for service, feeder, branch, control, and signaling circuit conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in same raceway or box, other neutrals shall be white with a different colored (not green) stripe for each. Color of ungrounded conductors in different voltage systems shall be as follows:

- a. 208/120 volt, three-phase
 - (1) Phase A - black
 - (2) Phase B - red
 - (3) Phase C - blue
- b. 480/277 volt, three-phase
 - (1) Phase A - brown
 - (2) Phase B - orange
 - (3) Phase C - yellow
- c. 120/240 volt, single phase: Black and red
- d. On three-phase, four-wire delta system, high leg shall be orange, as required by NFPA 70.

2.9.3 Insulation

Unless specified or indicated otherwise or required by NFPA 70, power and lighting wires shall

be 600-volt, Type THWN/THHN conforming to UL 83, except that grounding wire may be type TW conforming to UL 83; remote-control and signal circuits shall be Type TW or TF, conforming to UL 83. Where lighting fixtures require 90-degree Centigrade (C) conductors, provide only conductors with 90-degree C insulation or better.

2.9.4 Bonding Conductors

ASTM B1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.9.5 Service Entrance Cables

Not used

2.9.6 Nonmetallic Sheathed Cable

do not use, not allowed except for temporary.

Metal-Clad Cable

UL 1569; NFPA 70, Type MC cable.

Cord Sets and Power-Supply Cords

UL 817.

2.10 SPLICES AND TERMINATION COMPONENTS

UL 486A-486B for wire connectors and UL 510 for insulating tapes. Connectors for No. 10 AWG and smaller diameter wires shall be insulated, pressure-type in accordance with UL 486A-486B or UL 486C (twist-on splicing connector). Provide solderless terminal lugs on stranded conductors.

2.11 DEVICE PLATES

Provide UL listed, one-piece device plates for outlets to suit the devices installed. For metal outlet boxes, plates on unfinished walls shall be of zinc-coated sheet steel or cast metal having round or beveled edges. For nonmetallic boxes and fittings, other suitable plates may be provided. Screws shall be machine-type with countersunk heads in color to match finish of plate. Sectional type device plates will not be permitted. Plates installed in wet locations shall be gasketed and UL listed for "wet locations."

2.12 SWITCHES

2.12.1 Toggle Switches

NEMA WD 1, UL 20, single pole, double pole, three-way, and four-way, totally enclosed with bodies of thermoplastic or thermoset plastic and mounting strap with grounding screw. Handles shall be as indicated in electric notes thermoplastic. Wiring terminals shall be screw-type, side-wired or of the solderless pressure type having suitable conductor-release arrangement. Contacts shall be silver-cadmium and contact arm shall be one-piece copper alloy. Switches shall be rated quiet-type ac only, 120/277 volts, with current rating and number of poles indicated.

2.12.2 Disconnect Switches

NEMA KS 1. Provide heavy duty-type switches where indicated, where switches are rated higher than 240 volts, and for double-throw switches. Fused switches shall utilize Class R fuseholders and fuses, unless indicated otherwise. Switches serving as motor-disconnect means shall be horsepower rated. Provide switches in NEMA 1, enclosure or 3R for exterior unless otherwise indicated per NEMA ICS 6.

2.13 FUSES

None: fuses shall not be used as part of distribution equipment.

2.14 RECEPTACLES

UL 498, hard use, heavy-duty, grounding-type. Ratings and configurations shall be as indicated. Bodies shall be as indicated in electric notes as per NEMA WD 1. Face and body shall be thermoplastic supported on a metal mounting strap. Dimensional requirements shall be per NEMA WD 6. Provide screw-type, side-wired wiring terminals or of the solderless pressure type having suitable conductor-release arrangement. Connect grounding pole to mounting strap. The receptacle shall contain triple-wipe power contacts and double or triple-wipe ground contacts.

2.14.1 Ground-Fault Circuit Interrupter Receptacles

UL 943, duplex type for mounting in standard outlet box. Device shall be capable of detecting current leak of 6 milliamperes or greater and tripping per requirements of UL 943 for Class A GFCI devices. Provide screw-type, side-wired wiring terminals or pre-wired (pigtail) leads.

2.15 PANELBOARDS

UL 67 and UL 50 having a short-circuit current rating as indicated. Panelboards for use as service disconnecting means shall additionally conform to UL 869A. Panelboards shall be circuit breaker-equipped unless indicated otherwise. Design shall be such that individual breakers can be removed without disturbing adjacent units or without loosening or removing supplemental insulation supplied as means of obtaining clearances as required by UL. "Specific breaker placement" is required in panelboards to match the breaker placement indicated in the panelboard schedule on the drawings. Use of "Subfeed Breakers" is not acceptable unless specifically indicated otherwise. Main breaker shall be "separately" mounted from branch breakers. Where "space only" is indicated, make provisions for future installation of breakers. Directories shall indicate load served by each circuit in panelboard. Directories shall also indicate source of service to panelboard (e.g., Panel PA served from Panel MDP. Type directories and mount in holder behind transparent protective covering. Panelboards shall be listed and labeled for their intended use. Panelboard shall have nameplates in accordance with paragraph FIELD FABRICATED NAMEPLATES. Panelboards shall be circuit breaker-equipped. Design shall be such that individual breakers can be removed without disturbing adjacent units or without loosening or removing supplemental insulation supplied as means of obtaining clearances as required by UL. Where "space only" is indicated, make provisions for future installation of breaker sized as indicated. Directories shall indicate load served by each circuit of panelboard. Directories shall also indicate source of service (upstream panel, switchboard, motor control center, etc.) to panelboard. Type directories and mount in holder behind transparent protective covering. Panelboard shall have nameplates in accordance with paragraph FIELD FABRICATED NAMEPLATES.]

2.15.1 Enclosure

Enclosures shall meet the requirements of UL 50. All cabinets shall be fabricated from stainless sheet steel of not less than No. 10 gauge if flush-mounted or mounted outdoors, and not less than No. 12 gauge if surface-mounted indoors, with full seam-welded box ends. Cabinets mounted outdoors or flush-mounted shall be hot-dipped galvanized after fabrication. Cabinets shall be painted in accordance with paragraph PAINTING. Outdoor cabinets shall be of NEMA 3R raintight with. Front edges of cabinets shall be form-flanged or fitted with structural shapes welded or riveted to the sheet steel, for supporting the panelboard front. All cabinets shall be so fabricated that no part of any surface on the finished cabinet shall deviate from a true plane by

more than 1/8 inch. Holes shall be provided in the back of indoor surface-mounted cabinets, with outside spacers and inside stiffeners, for mounting the cabinets with a 1/2 inch clear space between the back of the cabinet and the wall surface. Flush doors shall be mounted on hinges that expose only the hinge roll to view when the door is closed. Each door shall be fitted with a combined catch and lock, except that doors over 24 inches long shall be provided with a three-point latch having a knob with a T-handle, and a cylinder lock. Two keys shall be provided with each lock, and all locks shall be keyed alike. Finished-head cap screws shall be provided for mounting the panelboard fronts on the cabinets.

2.15.2 Panelboard Buses

Panel board busses shall be copper. Support bus bars on bases independent of circuit breakers. Main buses and back pans shall be designed so that breakers may be changed without machining, drilling, or tapping. Provide isolated neutral bus in each panel for connection of circuit neutral conductors. Provide separate ground bus identified as equipment grounding bus per UL 67 for connecting grounding conductors; bond to steel cabinet. In addition to equipment grounding bus, provide second "isolated" ground bus, where indicated.

2.15.3 Circuit Breakers

UL 489, thermal magnetic-type or solid state-type and as indicated having a minimum short-circuit current rating equal to the short-circuit current rating of the panelboard in which the circuit breaker shall be mounted. Breaker terminals shall be UL listed as suitable for type of conductor provided. Where indicated on the drawings, provide circuit breakers with shunt trip devices. Series rated circuit breakers and plug-in circuit breakers are unacceptable.

2.15.3.1 Multipole Breakers

Provide common trip-type with single operating handle. Breaker design shall be such that overload in one pole automatically causes all poles to open. Maintain phase sequence throughout each panel so that any three adjacent breaker poles are connected to Phases A, B, and C, respectively.

2.15.3.2 Circuit Breaker With GFCI

UL 943 and NFPA 70. Provide with "push-to-test" button, visible indication of tripped condition, and ability to detect and trip on current imbalance of 6 milliamperes or greater per requirements of UL 943 for Class A GFCI devices, for personnel protection, and 20 milliamperes or greater per requirements of UL 943 for Class B GFCI per equipment protection.

2.16 - 2.17 NOT USED

2.18 ENCLOSED CIRCUIT BREAKERS

UL 489. Individual molded case circuit breakers with voltage and continuous current ratings, number of poles, overload trip setting, and short circuit current interrupting rating as indicated. Enclosure type as indicated. Provide solid neutral.

2.19 - 2.25 NOT USED

2.26 GROUNDING AND BONDING EQUIPMENT

Provide listed and labeled grounding and bonding connections. Provide stainless steel or other rust resistant compatible hardware.

2.27 HAZARDOUS LOCATIONS

None

2.28 MANUFACTURER'S NAMEPLATE

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

2.29 FIELD FABRICATED NAMEPLATES

ASTM D709. Provide laminated plastic nameplates for each equipment enclosure, relay, switch, and device; as specified or as indicated on the drawings. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic, 0.125 inch thick, white with black center core. Provide red laminated plastic label with white center core where indicated. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be one by 2.5 inches. Lettering shall be a minimum of 0.25 inch high normal block style.

2.30 WARNING SIGNS

Provide warning signs for flash protection in accordance with NFPA 70E and NEMA Z535.4 for switchboards, panelboards, industrial control panels, and motor control centers that are in other than dwelling occupancies and are likely to require examination, adjustment, servicing, or maintenance while energized. Provide field installed signs to warn qualified persons of potential electric arc flash hazards when warning signs are not provided by the manufacturer. The marking shall be clearly visible to qualified persons before examination, adjustment, servicing, or maintenance of the equipment.

2.31 FIRESTOPPING MATERIALS

Provide firestopping around all electrical penetrations through all walls and partitions.

2.32 WIREWAYS

UL 870. Material shall be steel galvanized 16 gauge for heights and depths up to 6 by 6 inches, and 14 gauge for heights and depths up to 12 by 12 inches. Provide in length required for the application unless otherwise indicated with hinged- or screw- cover NEMA 1, 3R, 12 as indicated enclosure per NEMA ICS 6.

2.33 METERING

See separate metering specification

indicated.

2.35 SURGE PROTECTIVE DEVICES

None.

2.36 FACTORY APPLIED FINISH

Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA 250 corrosion-resistance test and the additional requirements as specified herein. Interior and exterior steel surfaces of equipment enclosures shall be thoroughly cleaned and then receive a rust-inhibitive phosphatizing or equivalent treatment prior to painting. Exterior surfaces shall be free from holes, seams, dents, weld marks, loose scale or other imperfections. Interior surfaces shall receive not less than one coat of corrosion-resisting paint in accordance with the manufacturer's standard practice. Exterior surfaces shall be primed, filled where necessary, and given not less than two coats baked enamel with semigloss finish. Equipment located indoors shall be ANSI Light Gray, and equipment located outdoors shall be ANSI Dark Gray. Provide manufacturer's coatings for touch-up work and as specified

in paragraph FIELD APPLIED PAINTING.

2.37 SOURCE QUALITY CONTROL

Not used

2.38 COORDINATED POWER SYSTEM PROTECTION

Not used

3 PART 3 EXECUTION

3.1 INSTALLATION

Electrical installations, including weatherproof and hazardous locations and ducts, plenums and other air-handling spaces, shall conform to requirements of NFPA 70 and IEEE C2 and to requirements specified herein.

3.1.1.1 Labels

Wherever work results in service entrance disconnect devices in more than one enclosure, as permitted by NFPA 70, each enclosure, new and existing, shall be labeled as one of several enclosures containing service entrance disconnect devices. Label, at minimum, shall indicate number of service disconnect devices housed by enclosure and shall indicate total number of enclosures that contain service disconnect devices. Provide laminated plastic labels conforming to paragraph FIELD FABRICATED NAMEPLATES. Use lettering of at least 0.25 inch in height, and engrave on black-on-white matte finish. Service entrance disconnect devices in more than one enclosure, shall be provided only as permitted by NFPA 70.

3.1.2 Wiring Methods

Provide insulated conductors installed in rigid steel conduit, IMC, rigid nonmetallic conduit, or EMT, except where specifically indicated or specified otherwise or required by NFPA 70 to be installed otherwise. Grounding conductor shall be separate from electrical system neutral conductor. Provide insulated green equipment grounding conductor for circuit(s) installed in conduit and raceways. Shared neutral, or multi-wire branch circuits, are not permitted with arc-fault circuit interrupters.] Minimum conduit size shall be 1/2 inch in diameter for low voltage lighting and power circuits. Vertical distribution in multiple story buildings shall be made with metal conduit in fire-rated shafts. Metal conduit shall extend through shafts for minimum distance of 6 inches. Conduit which penetrates fire-rated walls, fire-rated partitions, or fire-rated floors shall be firestopped.

3.1.2.1 Pull Wire

Install pull wires in empty conduits. Pull wire shall be plastic having minimum 200-pound force tensile strength. Leave minimum 36 inches of slack at each end of pull wire.

3.1.2.2 Metal Clad Cable

do not use

3.1.6 Conduit Installation

Unless indicated otherwise, conceal conduit under floor slabs and within finished walls, ceilings, and floors. Keep conduit minimum 6 inches away from parallel runs of flues and steam or hot water pipes. Install conduit parallel with or at right angles to ceilings, walls, and structural members where located above accessible ceilings and where conduit will be visible after

completion of project.

3.1.6.1 Restrictions Applicable to Aluminum Conduit

- a. Do not use

3.1.6.2 Restrictions Applicable to EMT

- a. Do not use

3.1.6.3 Restrictions Applicable to Nonmetallic Conduit.

Grounding and bonding conductor support only/

- a. PVC Schedule 40 and PVC Schedule 80

- (1) Do not use in areas where subject to severe physical damage, including but not limited to, mechanical equipment rooms, electrical equipment rooms, hospitals, power plants, missile magazines, and other such areas.
- (2) Do

3.1.6.4 Restrictions Applicable to Flexible Conduit

Do no use.

3.1.6.5 Conduit Support

Support conduit by pipe straps, wall brackets, hangers, or ceiling trapeze. Fasten by wood screws to wood; by toggle bolts on hollow masonry units; by concrete inserts or expansion bolts on concrete or brick; and by machine screws, welded threaded studs, or spring-tension clamps on steel work. Threaded C-clamps may be used on rigid steel conduit only. Do not weld conduits or pipe straps to steel structures. Load applied to fasteners shall not exceed one-fourth proof test load. Fasteners attached to concrete ceiling shall be vibration resistant and shock-resistant. Holes cut to depth of more than 1 1/2 inches in reinforced concrete beams or to depth of more than 3/4 inch in concrete joints shall not cut main reinforcing bars. Fill unused holes. In partitions of light steel construction, use sheet metal screws. In suspended-ceiling construction, run conduit above ceiling. Do not support conduit by ceiling support system. Conduit and box systems shall be supported independently of both (a) tie wires supporting ceiling grid system, and (b) ceiling grid system into which ceiling panels are placed. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts. Installation shall be coordinated with above-ceiling mechanical systems to assure maximum accessibility to all systems. Spring-steel fasteners may be used for lighting branch circuit conduit supports in suspended ceilings in dry locations. Support exposed risers in wire shafts of multistory buildings by U-clamp hangers at each floor level and at 10 foot maximum intervals. Where conduit crosses building expansion joints, provide suitable watertight expansion fitting that maintains conduit electrical continuity by bonding jumpers or other means. For conduits greater than 2 1/2 inches inside diameter, provide supports to resist forces of 0.5 times the equipment weight in any direction and 1.5 times the equipment weight in the downward direction.

3.1.6.13 Directional Changes in Conduit Runs

Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with hickey or conduit-bending machine. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent plaster, dirt, or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of obstructions.

3.1.6.14 Locknuts and Bushings

Fasten conduits to sheet metal boxes and cabinets with two locknuts where required by NFPA 70, where insulated bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, use at least minimum single locknut and bushing. Locknuts shall have sharp edges for digging into wall of metal enclosures. Install bushings on ends of conduits, and provide insulating type where required by NFPA 70.

3.1.6.15 Flexible Connections

Provide liquidtight flexible conduit in wet and damp locations and in fire pump rooms for equipment subject to vibration, noise transmission, movement or motors. Provide separate ground conductor across flexible connections.

3.1.7 – 3.1.9 not used

3.1.10 Boxes, Outlets, and Supports

Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be cast-metal, hub-type when located in wet locations, when surface mounted on outside of exterior surfaces, when surface mounted on interior walls exposed up to 7 feet above floors and walkways, or when installed in hazardous areas and when specifically indicated. Boxes in other locations shall be sheet steel, except that aluminum boxes may be used with aluminum conduit, and nonmetallic boxes may be used with nonmetallic conduit system. Each box shall have volume required by NFPA 70 for number of conductors enclosed in box. Boxes for mounting lighting fixtures shall be minimum 4 inches square, or octagonal, except that smaller boxes may be installed as required by fixture configurations, as approved. Boxes for use in masonry-block or tile walls shall be square-cornered, tile-type, or standard boxes having square-cornered, tile-type covers. Provide gaskets for cast-metal boxes installed in wet locations and boxes installed flush with outside of exterior surfaces. Provide separate boxes for flush or recessed fixtures when required by fixture terminal operating temperature; fixtures shall be readily removable for access to boxes unless ceiling access panels are provided. Support boxes and pendants for surface-mounted fixtures on suspended ceilings independently of ceiling supports. Fasten boxes and supports with wood screws on wood, with bolts and expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screws or welded studs on steel. Threaded studs driven in by powder charge and provided with lock washers and nuts or nail-type nylon anchors may be used in lieu of wood screws, expansion shields, or machine screws. In open overhead spaces, cast boxes threaded to raceways need not be separately supported except where used for fixture support; support sheet metal boxes directly from building structure or by bar hangers. Where bar hangers are used, attach bar to raceways on opposite sides of box, and support raceway with approved-type fastener maximum 24 inches from box. When penetrating reinforced concrete members, avoid cutting reinforcing steel.

3.1.10.1 Boxes

Boxes for use with raceway systems shall be minimum 1 1/2 inches deep, except where shallower boxes required by structural conditions are approved. Boxes for other than lighting fixture outlets shall be minimum 4 inches square, except that 4 by 2 inch boxes may be used where only one raceway enters outlet. Mount outlet boxes flush in finished walls.

3.1.10.2 Pull Boxes

Construct of at least minimum size required by NFPA 70 of code-gauge aluminum or galvanized sheet steel, and compatible with nonmetallic raceway systems if used, except where cast-metal

boxes are required in locations specified herein. Provide boxes with screw-fastened covers. Where several feeders pass through common pull box, tag feeders to indicate clearly electrical characteristics, circuit number, and panel designation.

3.1.11 Mounting Heights

Mount panelboards and disconnecting switches so height of operating handle at its highest position is maximum 78 inches above floor. Mount lighting switches 48 inches above finished floor. Mount receptacles and telecommunications outlets 48 inches above finished floor, unless otherwise indicated. Measure mounting heights of wiring devices and outlets in non-hazardous areas to center of device or outlet. Measure mounting heights of receptacle outlet boxes in the hazardous area to the bottom of the outlet box.

3.1.12 Conductor Identification

Provide conductor identification within each enclosure where lap, splice, or termination is made. For conductors No. 6 AWG and smaller diameter, color coding shall be by factory-applied, color-impregnated insulation. For conductors No. 4 AWG and larger diameter, color coding shall be by plastic-coated, self-sticking markers; colored nylon cable ties and plates; or heat shrink-type sleeves. Identify control circuit terminations in accordance with manufacturer's recommendations.

3.1.12.1 Marking Strips

White or other light-colored plastic marking strips, fastened by screws to each terminal block, shall be provided for wire designations. The wire numbers shall be made with permanent ink. The marking strips shall be reversible to permit marking both sides, or two marking strips shall be furnished with each block. Marking strips shall accommodate the two sets of wire numbers. Each device to which a connection is made shall be assigned a device designation in accordance with NEMA ICS 1 and each device terminal to which a connection is made shall be marked with a distinct terminal marking corresponding to the wire designation used on the Contractor's schematic and connection diagrams. The wire (terminal point) designations used on the Contractor's wiring diagrams and printed on terminal block marking strips may be according to the Contractor's standard practice; however, additional wire and cable designations for identification of remote (external) circuits shall be provided for the Government's wire designations. Prints of the marking strips drawings submitted for approval will be so marked and returned to the Contractor for addition of the designations to the terminal strips and tracings, along with any rearrangement of points required.

3.1.13 Splices

Make splices in accessible locations. Make splices in conductors No. 10 AWG and smaller diameter with insulated, pressure-type connector. Make splices in conductors No. 8 AWG and larger diameter with solderless connector, and cover with insulation material equivalent to conductor insulation.

3.1.13.1 Splices of Aluminum Conductors

Make with solderless circumferential compression-type, aluminum-bodied connectors UL listed for AL/CU. Remove surface oxides from aluminum conductors by wire brushing and immediately apply oxide-inhibiting joint compound and insert in connector. After joint is made, wipe away excess joint compound, and insulate splice.

3.1.14 Terminating Aluminum Conductors

3.1.14.1 Termination to Copper Bus

If aluminum conductors are encountered Terminate aluminum conductors to copper bus either

by: (a) inline splicing a copper pigtail, of ampacity at least that of aluminum conductor.

3.1.15 Covers and Device Plates

Install with edges in continuous contact with finished wall surfaces without use of mats or similar devices. Plaster fillings are not permitted. Install plates with alignment tolerance of 1/16 inch. Use of sectional-type device plates are not permitted. Provide gasket for plates installed in wet locations.

3.1.16 Electrical Penetrations

Seal openings around electrical penetrations through fire resistance-rated walls, partitions, floors, or ceilings in accordance with codes.

3.1.17 Grounding and Bonding

Provide In accordance with NFPA 70 Ground exposed, non-current-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in metallic and nonmetallic raceways, telecommunications system grounds, and neutral conductor of wiring systems. Make ground connection at main service equipment, and extend grounding conductor to point of entrance of metallic water service. Make connection to water pipe by suitable ground clamp or lug connection to plugged tee. If flanged pipes are encountered, make connection with lug bolted to street side of flanged connection. Supplement metallic water service grounding system with additional made electrode in compliance with NFPA 70. Provide ground connection to driven ground rods on exterior of building and interconnected with ground ring. Interconnect all grounding media in or on the structure to provide a common ground potential. This shall include lightning protection, electrical service, telecommunications system grounds, as well as underground metallic piping systems. Interconnection to the gas line shall be made on the customer's side of the meter. Use main size lightning conductors for interconnecting these grounding systems to the lightning protection system. In addition to the requirements specified herein, provide telecommunications grounding in accordance with TIA-607. Where ground fault protection is employed, ensure that connection of ground and neutral does not interfere with correct operation of fault protection.

3.1.17.1 Ground Rods

Provide cone pointed ground rods. The resistance to ground shall be measured using the fall-of-potential method described in IEEE 81. The maximum resistance of a driven ground shall not exceed 25 ohms under normally dry conditions. If this resistance cannot be obtained with a single rod, 1 additional rods not less than 6 feet on centers, or if sectional type rods are used, 1 additional sections may be coupled and driven with the first rod. In high-ground-resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, notify the engineer of record who will decide on the number of ground rods to add.

3.1.17.2 Grounding Connections

Make grounding connections which are buried or otherwise normally inaccessible by exothermic weld or compression connector.

- a. Make exothermic welds strictly in accordance with the weld manufacturer's written recommendations. Welds which are "puffed up" or which show convex surfaces indicating improper cleaning are not acceptable. Mechanical connectors are not required at exothermic welds.
- b. Make compression connections using a hydraulic compression tool to provide the correct circumferential pressure. Tools and dies shall be as recommended by the manufacturer. An embossing die code or other standard method shall provide visible indication that a

connector has been adequately compressed on the ground wire.

3.1.21 Repair of Existing Work

Repair of existing work and modification of existing electrical distribution systems shall be performed as follows:

3.1.21.1 Workmanship

Lay out work in advance. Exercise care where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces is necessary for proper installation, support, or anchorage of conduit, raceways, or other electrical work. Repair damage to buildings, piping, and equipment using skilled craftsmen of trades involved.

3.1.21.2 Existing Concealed Wiring to be Removed

Existing concealed wiring to be removed shall be disconnected from its source. Remove conductors; cut conduit flush with floor, underside of floor, and through walls; and seal openings.

3.1.21.3 Removal of Existing Electrical Distribution System

Removal of existing electrical distribution system equipment shall include equipment's associated wiring, including conductors, cables, exposed conduit, surface metal raceways, boxes, and fittings, back to equipment's power source and as indicated.

3.1.21.4 Continuation of Service

Maintain continuity of existing circuits of equipment to remain. Existing circuits of equipment shall remain energized. Circuits which are to remain but were disturbed during demolition shall have circuits wiring and power restored back to original condition.

3.2 FIELD FABRICATED NAMEPLATE MOUNTING

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet-metal screws or two rivets.

3.3 WARNING SIGN MOUNTING

Provide the number of signs required to be readable from each accessible side. Space the signs in accordance with NFPA 70E.

3.4 FIELD APPLIED PAINTING

Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria. Where field painting of enclosures for panelboards, load centers or the like is specified to match adjacent surfaces, to correct damage to the manufacturer's factory applied coatings, or to meet the indicated or specified safety criteria, provide manufacturer's recommended coatings and apply in accordance to manufacturer's instructions.

3.5 FIELD QUALITY CONTROL

Furnish test equipment and personnel and submit written copies of test results. Give Contracting Officer 5 working days' notice prior to each test[s].

3.5.1 Devices Subject to Manual Operation

Each device subject to manual operation shall be operated at least five times, demonstrating satisfactory operation each time.

3.5.2 600-Volt Wiring Test

Test wiring rated 600 volt and less to verify that no short circuits or accidental grounds exist. Perform insulation resistance tests on wiring No. 6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms.

3.5.3 Transformer Tests

Test transformer to ansi/NETA -ATS acceptance test specification for dry type transformers.

3.5.4 Ground-Fault Receptacle Test

Test ground-fault receptacles with a "load" (such as a plug in light) to verify that the "line" and "load" leads are not reversed.

3.5.5 Grounding System Test

Test grounding system to ensure continuity, and that resistance to ground is not excessive.

WATERBURY, CONNECTICUT

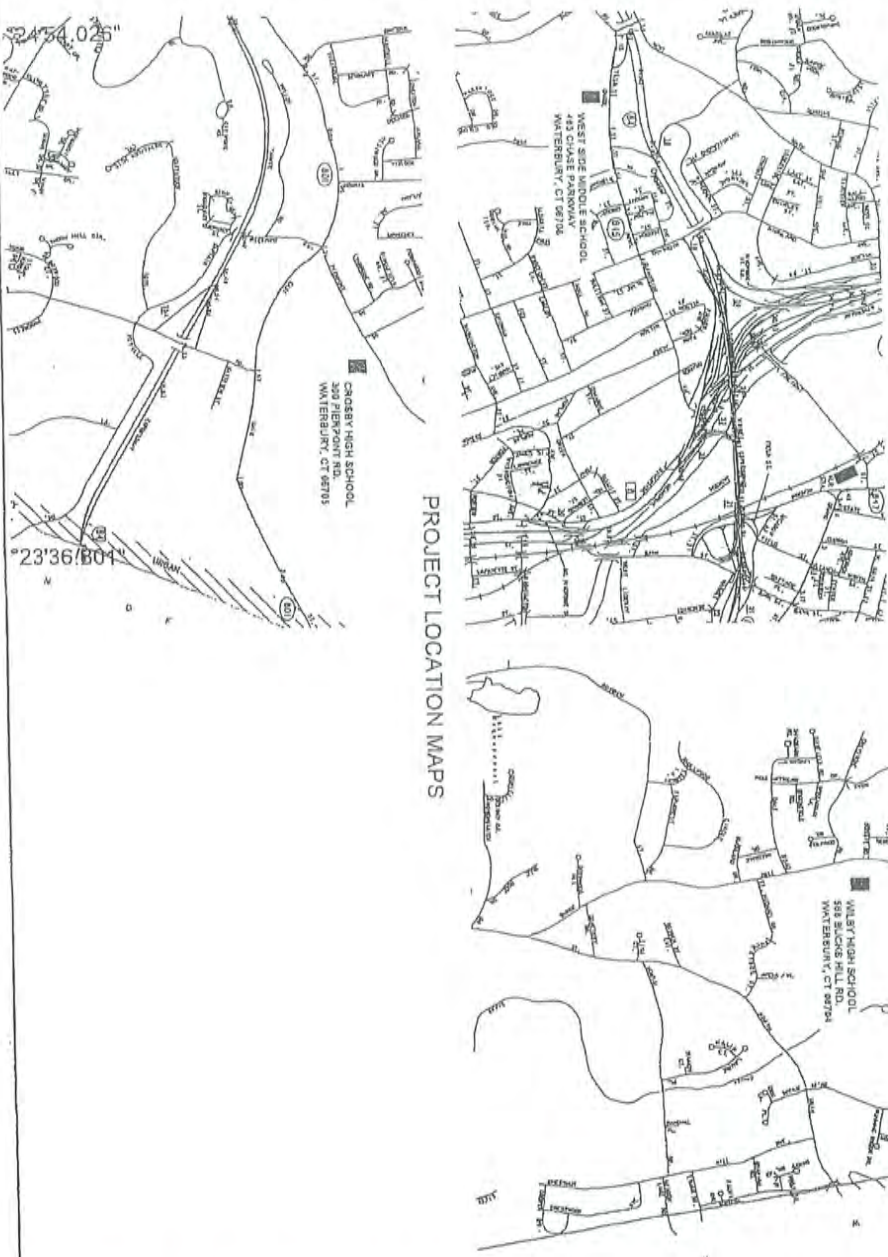
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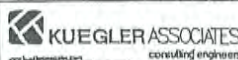
INDEX OF DRAWINGS

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PROJECT LOCATION MAPS

POOL FILTER REPLACEMENTS
CROSBY, WILBY & WEST SIDE SCHOOLS
WATERBURY, CT

COVER



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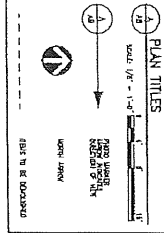
GENERAL NOTES

1. What is the purpose of the research?
The purpose of the research is to determine the effect of the independent variable on the dependent variable.
2. What is the independent variable?
The independent variable is the variable that is manipulated or controlled by the researcher.
3. What is the dependent variable?
The dependent variable is the variable that is measured or observed by the researcher.
4. What is the control group?
The control group is the group of subjects that does not receive the treatment or intervention.
5. What is the experimental group?
The experimental group is the group of subjects that receives the treatment or intervention.
6. What is the treatment or intervention?
The treatment or intervention is the specific condition or procedure that is being tested.
7. What is the hypothesis?
The hypothesis is a statement that predicts the outcome of the research.
8. What is the significance of the research?
The significance of the research is the importance or value of the findings.
9. What are the limitations of the research?
The limitations of the research are the factors that may affect the validity or generalizability of the findings.
10. What are the conclusions of the research?
The conclusions of the research are the final statements or findings of the study.
11. What are the implications of the research?
The implications of the research are the potential applications or consequences of the findings.
12. What are the future directions of the research?
The future directions of the research are the areas for further study or investigation.
13. What are the ethical considerations of the research?
The ethical considerations of the research are the principles and standards that guide the conduct of the study.
14. What are the data collection methods?
The data collection methods are the techniques used to gather information from the subjects.
15. What are the data analysis methods?
The data analysis methods are the statistical or computational techniques used to interpret the data.
16. What are the results of the research?
The results of the research are the findings or outcomes of the study.
17. What are the conclusions of the research?
The conclusions of the research are the final statements or findings of the study.
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The implications of the research are the potential applications or consequences of the findings.
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20. What are the ethical considerations of the research?
The ethical considerations of the research are the principles and standards that guide the conduct of the study.

ABBREVIATIONS

- [illegible]

GENERAL SYMBOLS



PIPING SYMBOLS

- [illegible]

PLUMBING SYMBOLS

- | | |
|----|-----------------------|
| O | DOWN UP |
| G | DOWN DOWN |
| T | LAYER DOWN TO THE |
| H | ICE |
| P | COLDENESS TRANSFER |
| J | DID ONE |
| -Q | MACHINE VERY |
| I | FINDS |
| -Q | PERIODIC CLASH |
| -P | LONG |
| A | BALL WENT DOWN |
| G | SUBJECTIVE WENT UNDER |
| G | CHILD RAN |
| N | |

PROJECT NAME	POOL FILTER REPLACEMENTS CROSBY, WILBY & WEST SIDE SCHOOLS WATERBURY, CT
DATE	NOTES & SYMBOLS

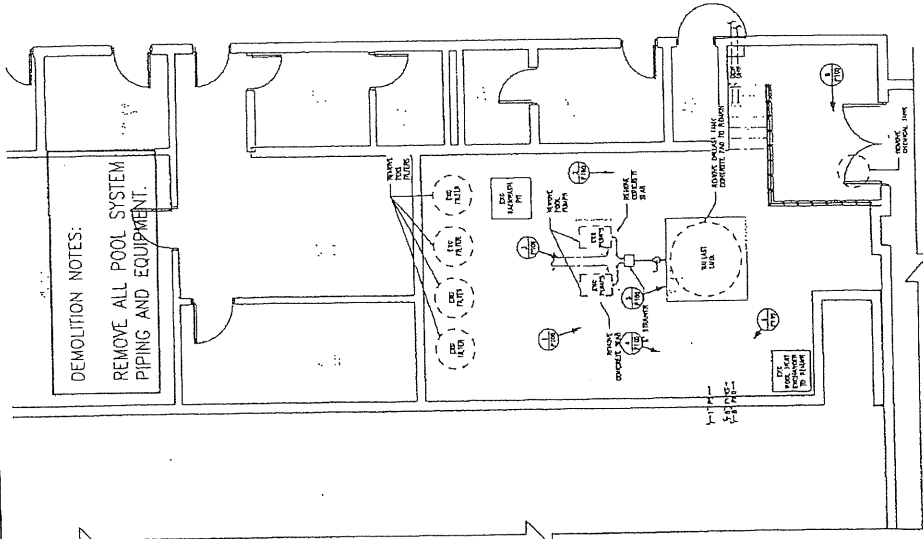
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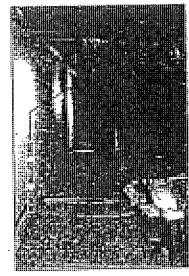
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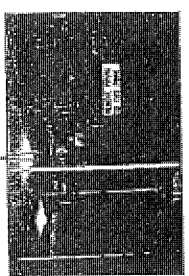
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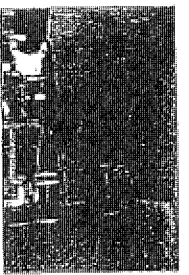
PARTIAL FLOOR PLAN DEMO
 CROSBY HIGH SCHOOL
 SCALE 1/8" = 1'-0"
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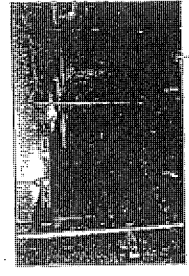
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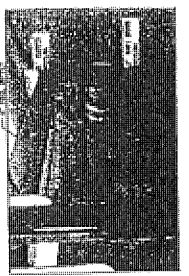
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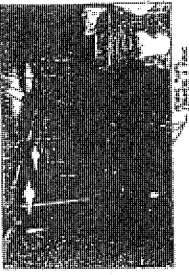
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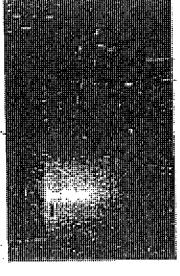
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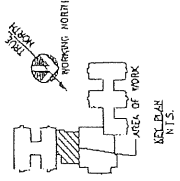
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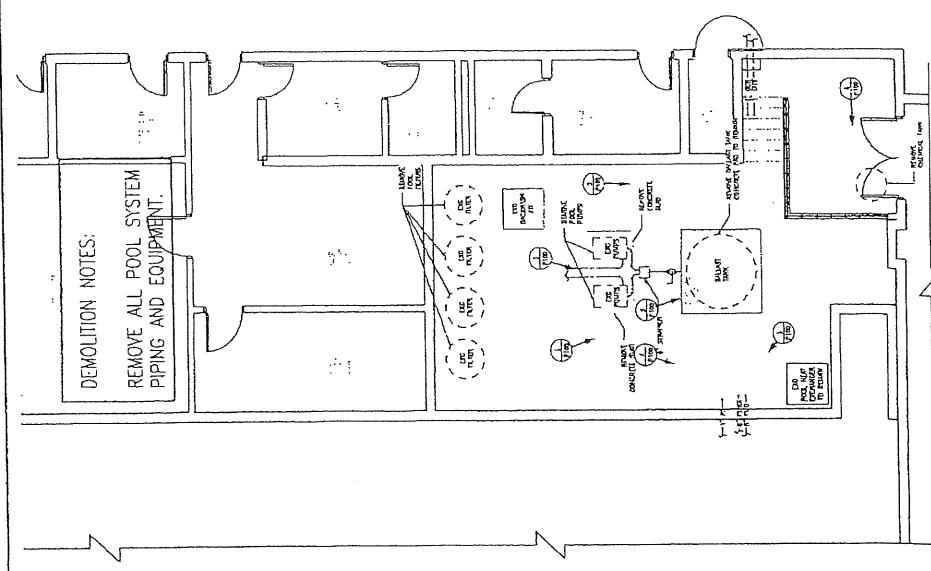
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POOL FILTER REPLACEMENTS CROSBY, WILBY & WEST SIDE SCHOOLS WATERBURY, CT		DEMO FLOOR PLAN CROSBY HIGH SCHOOL	
KUEGLER ASSOCIATES Consulting Engineers 115 South Main Street, Suite 100 Waterbury, CT 06702 Tel: (203) 255-1111 Fax: (203) 255-1112		ISSUED FOR BIDDING	



PARTIAL FLOOR PLAN DEMO
 CROSBY HIGH SCHOOL
 SCALE: 1/4" = 1'-0"
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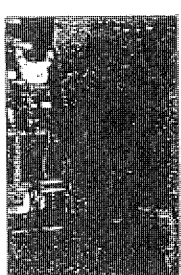


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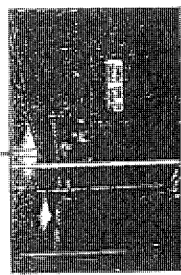


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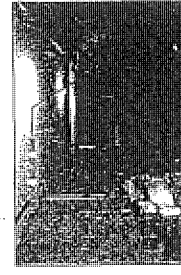


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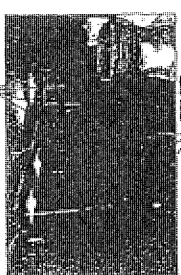


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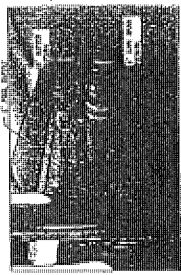


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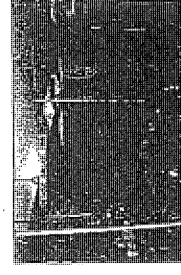


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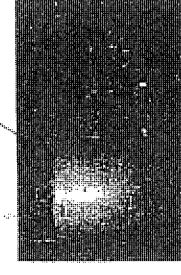
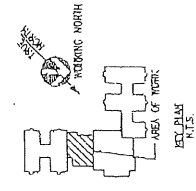
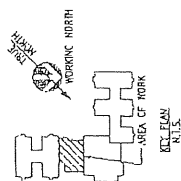
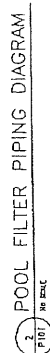



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POOL FILTER REPLACEMENTS
CROSBY, WILBY & WEST SIDE SCHOOLS

FLOOR PLAN CROSBY HIGH SCHOOL



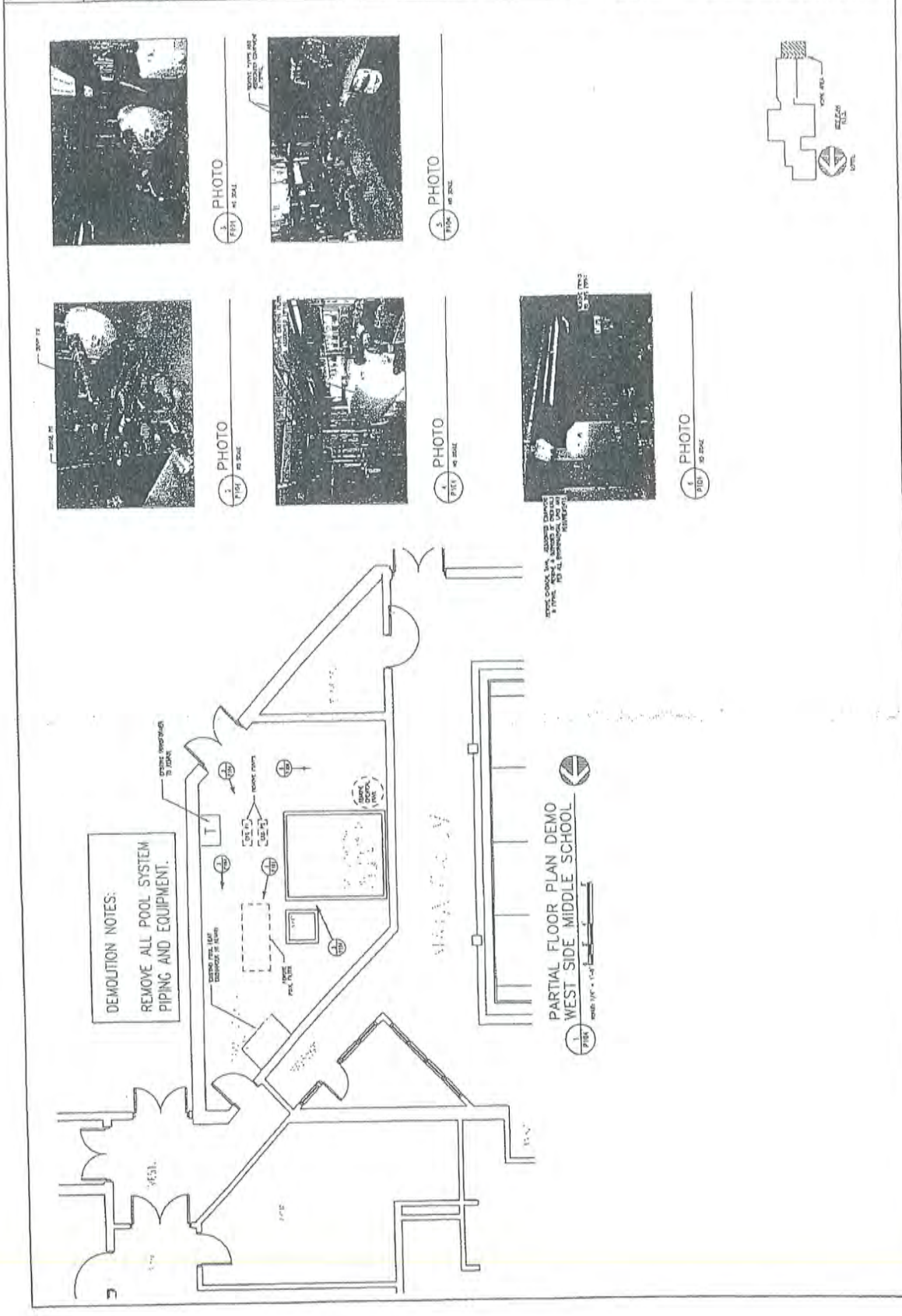
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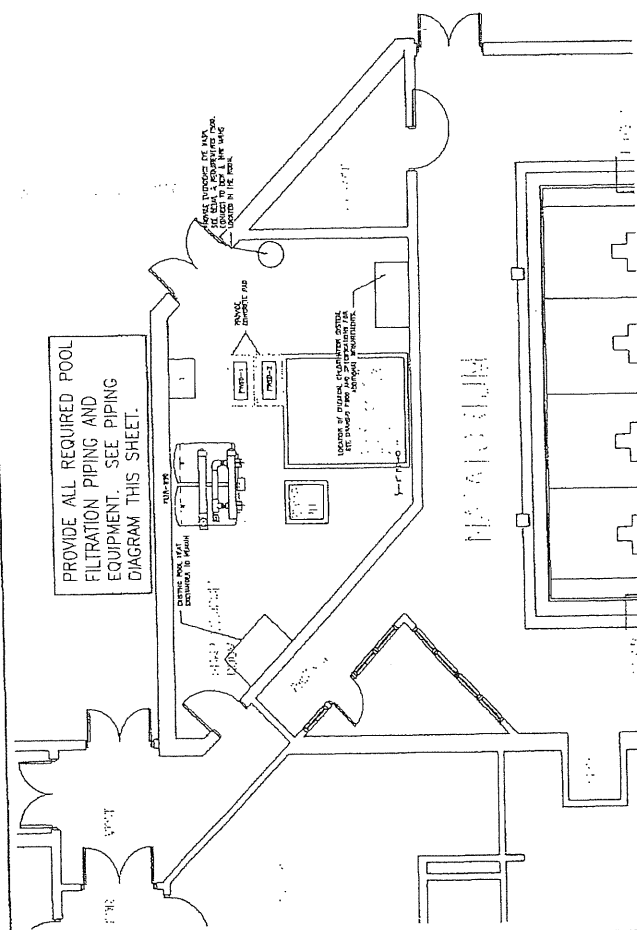
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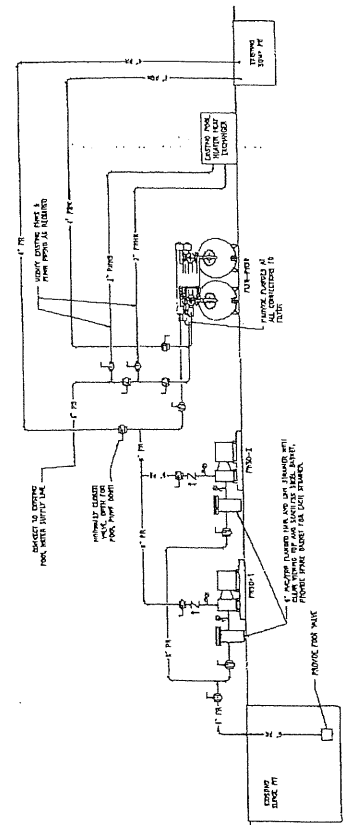
POOL FILTER REPLACEMENTS CROSBY, WILBY & WEST SIDE SCHOOLS WATERBURY, CT		PMO FLOOR PLAN WEST SIDE MIDDLE SCHOOL	
PROJECT NO. DATE DRAWN BY CHECKED BY SCALE	PROJECT NO. DATE DRAWN BY CHECKED BY SCALE	PROJECT NO. DATE DRAWN BY CHECKED BY SCALE	



P105 PROJECT NO. SHEET NO. DATE REVISION		POOL FILTER REPLACEMENTS CROSSBY, WILBY & WEST SIDE SCHOOLS WATERBURY, CT	FLOOR PLAN WEST SIDE MIDDLE SCHOOL
KUEGLER ASSOCIATES CONSULTING ENGINEERS 1000 WEST STREET WATERBURY, CT 06726 TEL: (860) 241-1111 FAX: (860) 241-1112		ISSUED FOR BIDDING	



PARTIAL FLOOR PLAN ALTERATIONS
WEST SIDE MIDDLE SCHOOL



POOL FILTER PIPING DIAGRAM

ISSUED FOR BIDDING

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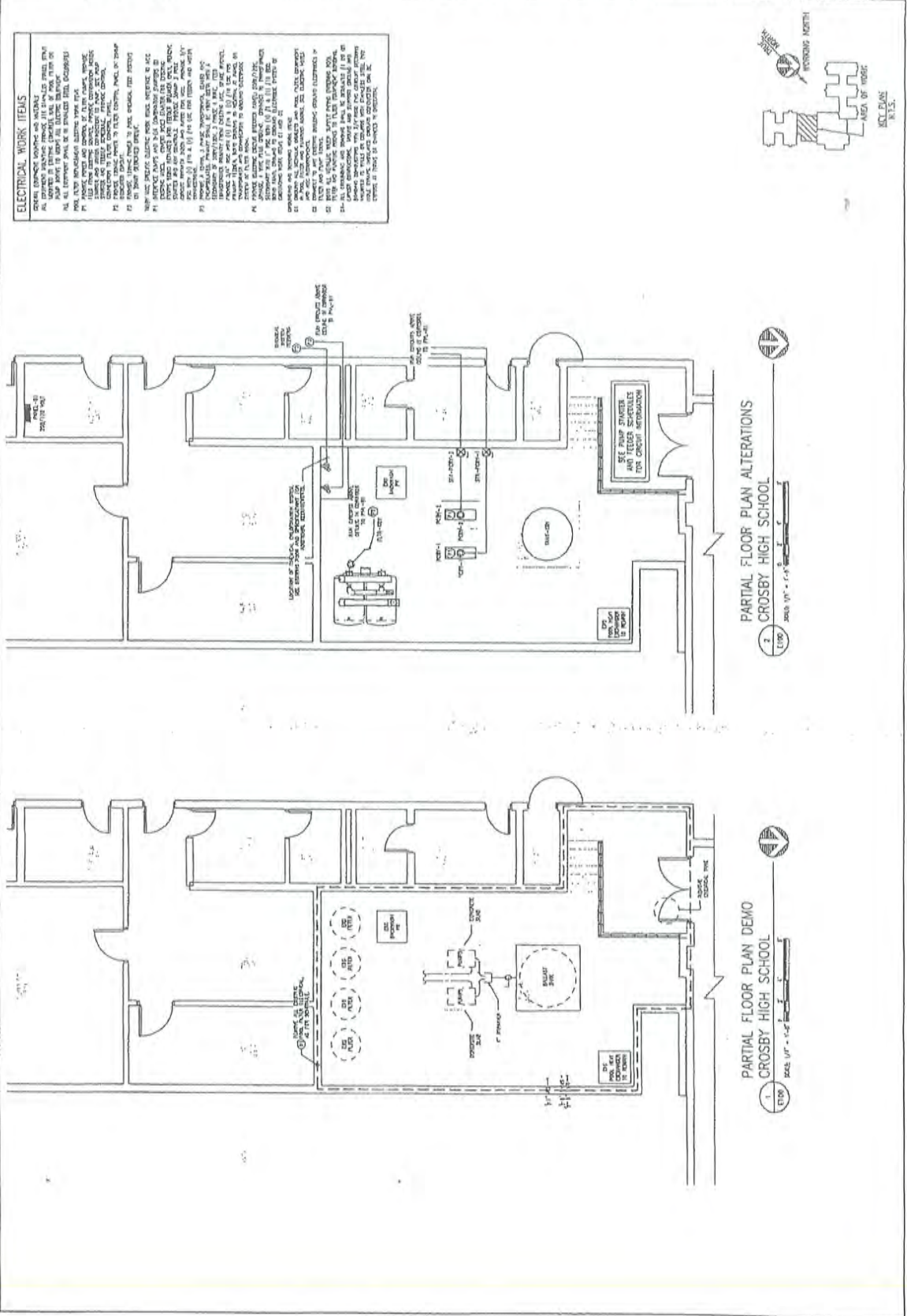
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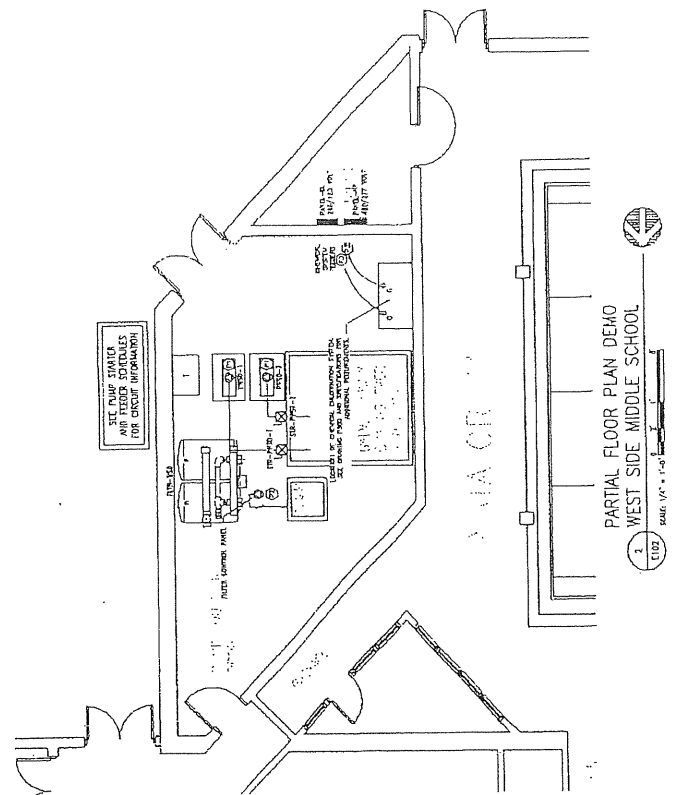
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GENERAL SYMBOLS	ELECTRICAL SYMBOL LEGEND	GENERAL SYMBOLS	ELECTRICAL SYMBOL LEGEND
<p>PLAN TITLE</p> <p>SCALE: 1" = 1'-0"</p> <p>DATE: 11-17-79</p> <p>BY: [Signature]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>

GENERAL SYMBOLS	ELECTRICAL SYMBOL LEGEND	GENERAL SYMBOLS	ELECTRICAL SYMBOL LEGEND
<p>PLAN TITLE</p> <p>SCALE: 1" = 1'-0"</p> <p>DATE: 11-17-79</p> <p>BY: [Signature]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>

GENERAL SYMBOLS	ELECTRICAL SYMBOL LEGEND	GENERAL SYMBOLS	ELECTRICAL SYMBOL LEGEND
<p>PLAN TITLE</p> <p>SCALE: 1" = 1'-0"</p> <p>DATE: 11-17-79</p> <p>BY: [Signature]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>	<p>SYMBOL: [Symbol]</p> <p>DESCRIPTION: [Text]</p>





PARTIAL FLOOR PLAN DEMO
WEST SIDE MIDDLE SCHOOL

ELECTRICAL WORK ITEMS

1. **WIRING** (including conduit, cable, and equipment) as specified in the drawings and specifications.

2. **INSTALLATION OF ELECTRICAL EQUIPMENT** (including switches, outlets, and lighting fixtures) as specified in the drawings and specifications.

3. **TESTING AND COMMISSIONING** of the electrical system to ensure proper operation.

4. **PROTECTION OF EXISTING UTILITIES** during construction.

5. **SAFETY MEASURES** to be implemented throughout the project.

6. **COORDINATION** with other trades to avoid conflicts.

7. **ADHERENCE** to all applicable codes and standards.

8. **KEEPING RECORDS** of all work performed.

9. **COMPLETION** of the project within the specified time frame.

10. **FINAL INSPECTION** and sign-off by the authority having jurisdiction.

1945-46	1946-47	1947-48	1948-49	1949-50	1950-51	1951-52	1952-53	1953-54	1954-55	1955-56	1956-57	1957-58	1958-59	1959-60	1960-61	1961-62	1962-63	1963-64	1964-65	1965-66	1966-67	1967-68	1968-69	1969-70	1970-71	1971-72	1972-73	1973-74	1974-75	1975-76	1976-77	1977-78	1978-79	1979-80	1980-81	1981-82	1982-83	1983-84	1984-85	1985-86	1986-87	1987-88	1988-89	1989-90	1990-91	1991-92	1992-93	1993-94	1994-95	1995-96	1996-97	1997-98	1998-99	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92	2092-93	2093-94	2094-95	2095-96	2096-97	2097-98	2098-99	2099-00	2100-01	2101-02	2102-03	2103-04	2104-05	2105-06	2106-07	2107-08	2108-09	2109-10	2110-11	2111-12	2112-13	2113-14	2114-15	2115-16	2116-17	2117-18	2118-19	2119-20	2120-21	2121-22	2122-23	2123-24	2124-25	2125-26	2126-27	2127-28	2128-29	2129-30	2130-31	2131-32	2132-33	2133-34	2134-35	2135-36	2136-37	2137-38	2138-39	2139-40	2140-41	2141-42	2142-43	2143-44	2144-45	2145-46	2146-47	2147-48	2148-49	2149-50	2150-51	2151-52	2152-53	2153-54	2154-55	2155-56	2156-57	2157-58	2158-59	2159-60	2160-61	2161-62	2162-63	2163-64	2164-65	2165-66	2166-67	2167-68	2168-69	2169-70	2170-71	2171-72	2172-73	2173-74	2174-75	2175-76	2176-77	2177-78	2178-79	2179-80	2180-81	2181-82	2182-83	2183-84	2184-85	2185-86	2186-87	2187-88	2188-89	2189-90	2190-91	2191-92	2192-93	2193-94	2194-95	2195-96	2196-97	2197-98	2198-99	2199-00	2200-01	2201-02	2202-03	2203-04	2204-05	2205-06	2206-07	2207-08	2208-09	2209-10	2210-11	2211-12	2212-13	2213-14	2214-15	2215-16	2216-17	2217-18	2218-19	2219-20	2220-21	2221-22	2222-23	2223-24	2224-25	2225-26	2226-27	2227-28	2228-29	2229-30	2230-31	2231-32	2232-33	2233-34	2234-35	2235-36	2236-37	2237-38	2238-39	2239-40	2240-41	2241-42	2242-43	2243-44	2244-45	2245-46	2246-47	2247-48	2248-49	2249-50	2250-51	2251-52	2252-53	2253-54	2254-55	2255-56	2256-57	2257-58	2258-59	2259-60	2260-61	2261-62	2262-63	2263-64	2264-65	2265-66	2266-67	2267-68	2268-69	2269-70	2270-71	2271-72	2272-73	2273-74	2274-75	2275-76	2276-77	2277-78	2278-79	2279-80	2280-81	2281-82	2282-83	2283-84	2284-85	2285-86	2286-87	2287-88	2288-89	2289-90	2290-91	2291-92	2292-93	2293-94	2294-95	2295-96	2296-97	2297-98	2298-99	2299-00	2300-01	2301-02	2302-03	2303-04	2304-05	2305-06	2306-07	2307-08	2308-09	2309-10	2310-11	2311-12	2312-13	2313-14	2314-15	2315-16	2316-17	2317-18	2318-19	2319-20	2320-21	2321-22	2322-23	2323-24	2324-25	2325-26	2326-27	2327-28	2328-29	2329-30	2330-31	2331-32	2332-33	2333-34	2334-35	2335-36	2336-37	2337-38	2338-39	2339-40	2340-41	2341-42	2342-43	2343-44	2344-45	2345-46	2346-47	2347-48	2348-49	2349-50	2350-51	2351-52	2352-53	2353-54	2354-55	2355-56	2356-57	2357-58	2358-59	2359-60	2360-61	2361-62	2362-63	2363-64	2364-65	2365-66	2366-67	2367-68	2368-69	2369-70	2370-71	2371-72	2372-73	2373-74	2374-75	2375-76	2376-77	2377-78	2378-79	2379-80	2380-81	2381-82	2382-83	2383-84	2384-85	2385-86	2386-87	2387-88	2388-89	2389-90	2390-91	2391-92	2392-93	2393-94	2394-95	2395-96	2396-97	2397-98	2398-99	2399-00	2400-01	2401-02	2402-03	2403-04	2404-05	2405-06	2406-07	2407-08	2408-09	2409-10	2410-11	2411-12	2412-13	2413-14	2414-15	2415-16	2416-17	2417-18	2418-19	2419-20	2420-21	2421-22	2422-23	2423-24	2424-25	2425-26	2426-27	2427-28	2428-29	2429-30	2430-31	2431-32	2432-33	2433-34	2434-35	2435-36	2436-37	2437-38	2438-39	2439-40	2440-41	2441-42	2442-43	2443-44	2444-45	2445-46	2446-47	2447-48	2448-49	2449-50	2450-51	2451-52	2452-53	2453-54	2454-55	2455-56	2456-57	2457-58	2458-59	2459-60	2460-61	2461-62	2462-63	2463-64	2464-65	2465-66	2466-67	2467-68	2468-69	2469-70	2470-71	2471-72	2472-73	2473-74	2474-75	2475-76	2476-77	2477-78	2478-79	2479-80	2480-81	2481-82	2482-83	2483-84	2484-85	2485-86	2486-87	2487-88	2488-89	2489-90	2490-91	2491-92	2492-93	2493-94	2494-95	2495-96	2496-97	2497-98	2498-99	2499-00	2500-01	2501-02	2502-03	2503-04	2504-05	2505-06	2506-07	2507-08	2508-09	2509-10	2510-11	2511-12	2512-13	2513-14	2514-15	2515-16	2516-17	2517-18	2518-19	2519-20	2520-21	2521-22	2522-23	2523-24	2524-25	2525-26	2526-27	2527-28	2528-29	2529-30	2530-31	2531-32	2532-33	2533-34	2534-35	2535-36	2536-37	2537-38	2538-39	2539-40	2540-41	2541-42	2542-43	2543-44	2544-45	2545-46	2546-47	2547-48	2548-49	2549-50	2550-51	2551-52	2552-53	2553-54	2554-55	2555-56	2556-57	2557-58	2558-59	2559-60	2560-61	2561-62	2562-63	2563-64	2564-65	2565-66	2566-67	2567-68	2568-69	2569-70	2570-71	2571-72	2572-73	2573-74	2574-75	2575-76	2576-77	2577-78	2578-79	2579-80	2580-81	2581-82	2582-83	2583-84	2584-85	2585-86	2586-87	2587-88	2588-89	2589-90	2590-91	2591-92	2592-93	2593-94	2594-95	2595-96	2596-97	2597-98	2598-99	2599-00	2600-01	2601-02	2602-03	2603-04	2604-05	2605-06	2606-07	2607-08	2608-09	2609-10	2610-11	2611-12	2612-13	2613-14	2614-15	2615-16	2616-17	2617-18	2618-19	2619-20	2620-21	2621-22	2622-23	2623-24	2624-25	2625-26	2626-27	2627-28	2628-29	2629-30	2630-31	2631-32	2632-33	2633-34	2634-35	2635-36	2636-37	2637-38	2638-39	2639-40	2640-41	2641-42	2642-43	2643-44	2644-45	2645-46	2646-47	2647-48	2648-49	2649-50	2650-51	2651-52	2652-53	2653-54	2654-55	2655-56	2656-57	2657-58	2658-59	2659-60	2660-61	2661-62	2662-63	2663-64	2664-65	2665-66	2666-67	2667-68	2668-69	2669-70	2670-71	2671-72	2672-73	2673-74	2674-75	2675-76	2676-77	2677-78	2678-79	2679-80	2680-81	2681-82	2682-83	2683-84	2684-85	2685-86	2686-87	2687-88	2688-89	2689-90	2690-91	2691-92	2692-93	2693-94	2694-95	2695-96	2696-97	2697-98	2698-99	2699-00	2700-01	2701-02	2702-03	2703-04	2704-05	2705-06	2706-07	2707-08	2708-09	2709-10	2710-11	2711-12	2712-13	2713-14	2714-15	2715-16	2716-17	2717-18	2718-19	2719-20	2720-21	2721-22	2722-23	2723-24	2724-25	2725-26	2726-27	2727-28	2728-29	2729-30	2730-31	2731-32	2732-33	2733-34	2734-35	2735-36	2736-37	2737-38	2738-39	2739-40	2740-41	2741-42	2742-43	2743-44	2744-45	2745-46	2746-47	2747-48	2748-49	2749-50	2750-51	2751-52	2752-53	2753-54	2754-55	2755-56	2756-57	2757-58	2758-59	2759-60	2760-61	2761-62	2762-63	2763-64	2764-65	2765-66	2766-67	2767-68	2768-69	2769-70	2770-71	2771-72	2772-73	2773-74	2774-75	2775-76	2776-77	2777-78	2778-79	2779-80	2780-81	2781-82	2782-83	2783-84	2784-85	2785-86	2786-87	2787-88	2788-89	2789-90	2790-91	2791-92	2792-93	2793-94	2794-95	2795-96	2796-97	2797-98	2798-99	2799-00	2800-01	2801-02	2802-03	2803-04	2804-05	2805-06	2806-07	2807-08	2808-09	2809-10	2810-11	2811-12	2812-13	2813-14	2814-15	2815-16	2816-17	2817-18	2818-19	2819-20	2820-21	2821-22	2822-23	2823-24	2824-25	2825-26	2826-27	2827-28	2828-29	2829-30	2830-31	2831-32	2832-33	2833-34	2834-35	2835-36	2836-37	2837-38	2838-39	2839-40	2840-41	2841-42	2842-43	2843-44	2844-45	2845-46	2846-47	2847-48	2848-49	2849-50	2850-51	2851-52	2852-53	2853-54	2854-55	2855-56	2856-57	2857-58	2858-59	2859-60	2860-61	2861-62	2862-63	2863-64	2864-65	2865-66	2866-67	2867-68	2868-69	2869-70	2870-71	2871-72	2872-73	2873-74	2874-75	2875-76	2876-77	2877-78	2878-79	2879-80	2880-81	2881-82	2882-83	2883-84	2884-85	2885-86	2886-87	2887-88	2888-89	2889-90	2890-91	2891-92	2892-93	2893-94	2894-95	2895-96	2896-97	2897-98	2898-99	2899-00	2900-01	2901-02	2902-03	2903-04	2904-05	2905-06	2906-07	2907-08	2908-09	2909-10	2910-11	2911-12	2912-13	2913-14	2914-15	2915-16	2916-17	2917-18	2918-19	2919-20	2920-21	2921-22	2922-23	2923-24	2924-25	2925-26	2926-27	2927-28	2928-29	2929-30	2930-31	2931-32	2932-33	2933-34	2934-35	2935-36	2936-37	2937-38	2938-39	2939-40	2940-41	2941-42	2942-43	2943-44	2944-45	2945-46	2946-47	2947-48	2948-49	2949-50	2950-51	2951-52	2952-53	2953-54	2954-55	2955-56	2956-57	2957-58	2958-59	2959-60	2960-61	2961-62	2962-63	2963-64	2964-65	2965-66	2966-67	2967-68	2968-69	2969-70	2970-71	2971-72	2972-73	2973-74	2974-75	2975-76	2976-77	2977-7
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POOL FILTER REPLACEMENTS
CROSBY, WILBY & WEST SIDE SCHOOLS
WATERBURY, CT
FLOOR PLANS WEST SIDE MIDDLE SCHOOL

ISSUED FOR
BIDDING

ASSOCIATES
consulting architects
1000 W. 10th St., Suite 100
Oklahoma City, OK 73106
(405) 521-1111

Project: Pool Chlorination And Filtration System At Crosby High School, Wilby High School
And West Side Middle School

**Minimum Rates and Classifications
for Building Construction**

ID# : B 24603

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Waterbury

State#:

FAP#:

Project: Pool Chlorination And Filtration System At Crosby High School, Wilby High
School And West Side Middle School

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	39.00	28.76

As of: Monday, April 02, 2018

Project: Pool Chlorination And Filtration System At Crosby High School, Wilby High School
And West Side Middle School

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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As of: Monday, April 02, 2018

Project: Pool Chlorination And Filtration System At Crosby High School, Wilby High School
And West Side Middle School

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	29.25	19.50
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	29.50	19.50
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.75	19.50
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	29.75	19.50
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.75	19.50
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4e) Group 6: Blasters, nuclear and toxic waste removal.	31.00	19.50
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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	30.25	19.50
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	19.50
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	19.50
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4i) Group 10: Traffic Control Signalman	16.00	19.50
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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34
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5a) Millwrights	33.14	25.74
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 I-1,2 V-1,2,7,8,9)	38.27	25.00 + 3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

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8) Glazier (Trade License required: FG-1,2)	36.28	20.45 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.30	24.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.98	24.05 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.24	24.05 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.85	24.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.26	24.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.26	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.95	24.05 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.61	24.05 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.21	24.05 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.78	24.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.74	24.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.74	24.05 + a
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Group 12: Wellpoint operator.	33.68	24.05 + a
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Group 13: Compressor battery operator.	33.10	24.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.96	24.05 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.55	24.05 + a
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Group 16: Maintenance Engineer/Oiler.	30.90	24.05 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.79	24.05 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	32.72	20.45
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10b) Taping Only/Drywall Finishing	33.47	20.45
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10c) Paperhanger and Red Label	33.22	20.45
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10e) Blast and Spray	35.72	20.45
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	41.62	30.36
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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Roofer: Cole Tar Pitch	41.00	16.50 + a
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Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	39.50	16.50 + a
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.18	34.29
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16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade 41.62	30.36
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-----TRUCK DRIVERS-----

17a) 2 Axle	29.13	22.32 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	22.32 + a
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17c) 3 Axle Ready Mix	29.28	22.32 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	22.32 + a
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17e) 4 Axle Ready Mix	29.38	22.32 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	22.32 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	22.32 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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19) Theatrical Stage Journeyman

25.76 7.34

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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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CHAPTER 34: CITY POLICY

Section

General Provisions

- 34.01 Lost articles; state law adopted

Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects

- 34.10 Title
34.15 Purpose
34.16 Findings
34.17 Definitions
34.18 Hiring goal and implementation
34.19 Referral mechanism
34.20 Monitoring
34.21 Good faith efforts
34.22 Contract requirements for covered services

Cross-reference:

Centralized procurement system, see Ch. 38

Interlocal agreements, see Ch. 40

Statutory reference:

Advertising; sale of perishable goods, see Conn. Gen. Stat. § 50-11

Disposition after expiration of time for making claim, see Conn. Gen. Stat. § 50-14

Duties of finder, see Conn. Gen. Stat. § 50-10

Lost and unclaimed property, see Conn. Gen. Stat. Ch. 859

Procedure if unclaimed, see Conn. Gen. Stat. § 50-13

Restoration to owner if claimed, see Conn. Gen. Stat. § 50-12

GENERAL PROVISIONS

§ 34.01 LOST ARTICLES; STATE LAW ADOPTED.

The provisions of Conn. Gen. Stat. §§ 50-10 through 50-14 are adopted as permitted by Conn. Gen. Stat. § 50-9 and shall apply within the city to the finding of any article of the value of \$1 or more. (1967 Code, § 13-11)

Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects

§ 34.10 TITLE.

The City of Waterbury Code of Ordinances §§ 34.10 through 34.22 entitled "Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" shall also be known and may be cited as the "Good Jobs Ordinance" for the City.

(Ord. passed 5-13-2015)

§ 34.15 PURPOSE.

The purpose of this subchapter is to increase the benefit to the City of Waterbury and its residents from the city's investment of public funds in certain publicly-funded construction projects to allow the city to recognize, as a benefit of such investment, a reduction in the amount of poverty and unemployment that would otherwise exist amongst its residents and also to help reduce the economic burden that would otherwise be placed on the city in having to provide alternative assistance to those residents who, but for their being hired pursuant to the provisions of this ordinance, would remain unemployed.

(Ord. passed 2-21-2012)

§ 34.16 FINDINGS.

The City of Waterbury finds that a substantial number of city residents are not being employed by contractors performing work on publicly-funded construction projects in the City of Waterbury and that the residents, therefore, are not receiving the maximum possible benefit from the City of Waterbury's investment of public funds in the projects. The city further finds that:

(A) Recent research of hiring patterns on construction projects reveals a pattern of low hiring of residents in favor of nonresidents whose hiring is draining significant resources from the city.

(1) Only 14% of work hours performed on the construction of the \$138,000,000 waste water treatment plant in 1998 - 1999 were performed by residents;

(2) Only 10% of laborers hours on city street paving in 1999 were performed by residents;

(3) With an average wage of \$21 per hour on tax-funded city construction work as exemplified by the waste water treatment plant construction project, more than \$13,000,000 in wages was lost by city residents on that project. Due to typical turnover of those funds among businesses

in the community, \$13,000,000 - \$26,000,000 of additional economic activity from the multiplier affect was lost to city businesses;

(4) As a result of the high percentage of noncity residents on construction projects, fewer Waterbury residents are able to be home owners, thus reducing property taxes to the city. For each resident who loses the opportunity to be a home owner, the city loses an estimated \$2,000 in revenue per year.

(5) The migration of benefits caused by the high percentage of noncity residents on construction projects increases the burden on health care providers to provide uncompensated care to Waterbury residents without health insurance. Over the course of the waste water treatment plant project alone, for example, \$5,000,000 in health and pension benefits were lost to city residents. If this subchapter were minimally met, it would double the wages and benefits going to city residents; and

(6) The extra cost to tax payers of the under-usage of apprentices on the project compared to what is permissible under state law is estimated at close to \$1,000,000.

(B) Waterbury residents face higher rates of unemployment than other towns and cities in the region and state.

(1) The unemployment rate among construction workers who are residents of the city is 50% higher than the statewide unemployment rate among construction workers, and more than double the unemployment rate among construction workers in similarly-sized cities. For example, the Connecticut Department of Labor reports that in September 1999, 324 city residents applied for construction jobs at unemployment offices out of a total construction workforce of 3,600 (9%). Statewide, 3,908 applicants applied out of a total construction labor force of 63,800 (6%). In Danbury, 166 city residents applied out of a total construction workforce of 4,100 (4%).

(2) Since 1984 the city's unemployment rate has been consistently higher than the rate of unemployment in the Naugatuck Valley region and the state. Unemployment is especially severe in some neighborhoods, which faced up to 19% unemployment, compared to the city's 8% unemployment in the 1990 Census.

(C) Poverty is much greater and incomes are much lower in Waterbury than elsewhere in the region and state.

(1) According to the 1990 Census, 12.1% of the city's residents lived below the poverty level, compared to 2.7% in the rest of the region and 6.8% statewide.

(2) Median 1990 household income was \$30,533 in Waterbury compared to \$41,721 for the state, and compared to \$45,000 - \$67,500 for towns in the rest of the Naugatuck Valley region. Estimates updating this data to 1997 show little change. Residents on average earn \$10,000 less per capita than the statewide average of \$28,000.

(3) Poverty is even more pronounced in some neighborhoods with up to 30% of their residents in poverty.

(4) The average wage for residents coming off of welfare in the city is one of the lowest in the State of Connecticut at \$5.93 per hour.

(5) Over one-third of female headed households are under poverty.

(6) City children are among the poorest in the State of Connecticut, 61% of students city-wide are eligible for reduced price meals versus 25% statewide.

(Ord. passed 2-21-2012)

§ 34.17 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADMINISTRATOR. The person(s), city department or agency designated by the Mayor of the city with the responsibility of overseeing the implementation and enforcement of this subchapter.

APPRENTICE. Definition as set forth in Conn. Gen. Stat. § 31-22m and any subsequent amendments approved by the Connecticut General Assembly is incorporated by reference herein.

BASIC SKILLED WORKER. A person who is currently enrolled in or having completed a training program administered by or on behalf of a legally organized labor union or a state-approved standardized craft training program. Specifically excluded from this definition is an APPRENTICE as defined by Conn. Gen. Stat. § 31-22m.

CITY. The City of Waterbury, Connecticut.

CITY FUNDS. Funds originating within the city pursuant to the city's taxing powers or authority to raise money through the sale of public bonds, permit tax abatements and enter into tax fixing agreements and tax increment financing agreements.

CONSTRUCTION. The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to city property or other property or space in which the city has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.

CONSTRUCTION PROJECT. Any project for which the primary purpose involves construction, as defined above, deconstruction, the remediation of any hazardous materials as defined in the Connecticut General Statutes, the rehabilitation or renovation of any structure or the creation, extension, reconstruction, reconditioning or rebuilding of any portion of a municipal infrastructure or public utility system.

CONTRACTOR. Any person hired by the city, directly or indirectly through an owner, to perform construction work on covered projects.

COVERED PROJECT. Any construction project taking place in the city with a value of \$500,000 or greater, funded in whole or in part by city funds or funds administered by the city in accordance with federal or state grant or loan programs or any other federal or state programs. This definition of **COVERED PROJECT** shall include funds derived from the aforementioned federal or state grant, loan or other programs only to the extent permitted by federal and state law. The value of the projects shall equal the total consideration to be paid to all contractors stated in each contract pursuant to which contractors are performing construction work on covered projects.

FIRST-SOURCE REFERRAL PROGRAM. A program whose purpose includes but is not limited to, job training and the referral of qualified residents to contractors. The **FIRST-SOURCE REFERRAL PROGRAM** shall use the Good Jobs umbrella coalition of community groups and churches as a priority source for recruitment.

GOOD JOBS ADMINISTRATION BUDGET. The amount of funding required to oversee the implementation and enforcement of this subchapter in a given fiscal year.

HIRING GOAL. The 30% of the total worker hours on each covered project shall be performed by residents. At least 25% of construction trade jobs shall go to apprentices and/or basic skilled workers. At least 70% of all "new hires" (those workers hired by a contractor on a project, other

than existing employees and those referred by union hiring halls with prior seniority in the case of a union job) shall be "economically disadvantaged" individuals, defined as those earning less than 150% of the poverty line at the time of application. A minimum of 5% of the construction workforce labor hours will be local resident, minority artisans. A minimum of 5% of the construction workforce labor hours will be women. A minimum of 10% of the total work hours shall be allocated for minorities. Contractors are expected to employ a workforce that represents the population of the city.

LLIAISON COMMITTEE. The committee established by the Board of Aldermen to monitor compliance with the provisions of this subchapter, and make recommendations to the Administrator and the Board of Aldermen regarding administration of this subchapter. The committee shall convene at a minimum of once every quarter in a space open to the public. The committee shall be comprised of two representatives of the Board of Aldermen one to be appointed by the President of the Board of Aldermen and one to be appointed by the Minority Leader on the Board of Aldermen, one representative from the Board of Education to be appointed by the President of the Board of Education, one representative of the Workforce Development Board, and five representatives who are appointed by the Board of Aldermen to represent: one contractor, one union, one civil rights group, one community and one Human Rights Commission. The committee members shall serve for a term of two years, and this nomination and selection process shall be used to fill any vacancy.

NEW HIRE. Those workers hired by a contractor on a project, other than existing employees, and those referred by union hiring halls with prior seniority in the case of a union job.

OWNER. The person who enters into a contract with a contractor for work on a covered project other than the city.

PERSON. An individual or a company, partnership, foreign or domestic corporation, partnership, limited liability company or other business entity.

RESIDENT. Any person whose domicile is the City of Waterbury, Connecticut.

ROUTINE MAINTENANCE. Simple, small-scale activities (usually requiring only minimal skills or training) planned and performed at regular intervals and being necessary to (1) extend the life of, or to delay or prevent the premature failure of, any plant or system or of any structure or structural system, building component or equipment; or (2) protect against normal wear and tear; or (3) maintain a suitable aesthetic appearance. Examples of ROUTINE MAINTENANCE may include, but are not limited to, lawn or grass cutting, hedge trimming, painting, caulking, sealing, plumbing or electrical repairs, carpet cleaning or other cleaning performed at regular intervals.

SUBCONTRACTOR. Any person hired by a contractor to perform construction work on covered projects.

(Ord. passed 2-21-2012; Ord. passed 8-19-2013; Ord. passed 5-13-2015)

§ 34.18 HIRING GOAL AND IMPLEMENTATION.

(A) All contractors and subcontractors performing work on covered projects shall make good faith efforts to satisfy the hiring goal.

(B) Any contractors or subcontractors that fail to meet the hiring goal shall be required to demonstrate to the Administrator's satisfaction that the contractor or subcontractor made good faith efforts to meet the hiring goal.

(C) (1) The Mayor of the city shall appoint an Administrator annually no later than June 30th to serve as the Administrator for the city's fiscal year following such appointment or within 30 days of a vacancy that might arise during any fiscal year. The foregoing notwithstanding, an incumbent Administrator shall serve until their successor has been appointed and qualified. If, in the event of a vacancy, the Mayor fails to appoint a replacement Administrator within the first 30 days following the effective date of that vacancy, then the Board of Aldermen shall have the power to fill the vacancy provided that the Board does so:

(a) Within 30 days from the date upon which the power to make the appointment vested in the Board; or

(b) Prior to May 31st if the power to make the appointment vests in the Board on or after May 1st.

(2) Should the Board fail to make the appointment during any 30 day period it has to do so, or prior to May 31st if the power to make the appointment vests in the Board on or after May 1st, then the power of appointment shall revert to the Mayor. Thereafter, throughout the remainder of the then current fiscal year, the power to make the appointment shall alternate between the Mayor and the Board, at 30 day intervals, until an appointment is made or until June 1st at which point in time the power to make the appointment shall vest in the Mayor.

(D) The Mayor shall annually, prior to the adoption of the city's budget for the then next fiscal year and after consultation with the Administrator and all relevant city department heads, establish a Good Jobs Administration Budget for the then next fiscal year and the Mayor shall include a line item in his

annual budget submission to the Board of Aldermen sufficient to fund the Good Jobs Administration Budget. If, during the fiscal year in which the Mayor submits a given Good Jobs Administration Budget as part of his budget submission, the city has received as liquidated damages, pursuant to its contracts for covered projects, an amount greater than or equal to the Good Jobs Administration Budget as then submitted by the Mayor, the city shall be required to fund the Good Jobs Administration Budget as submitted by the Mayor and approved by the Board of Aldermen. To the extent possible, the cost required to oversee the implementation and enforcement of this subchapter for each project shall be funded and paid for through each project.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

§ 34.19 REFERRAL MECHANISM.

(A) No less than four (4) weeks prior to the commencement of construction on covered projects, the contractor shall meet with the Administrator and provide the number of job positions to be created by the project by trade and the qualifications by job title. The Administrator shall make reasonable efforts to ensure that adequate job training is available to the extent necessary to achieve the hiring goal and that screening and referral mechanisms are in place so that contractors can access qualified residents. Additionally, the Administrator shall designate a first-source referral program for the city.

(B) In the event a contractor or subcontractor cannot satisfy the hiring goal through its own employees and union hiring halls, the contractor or subcontractor shall next utilize the first source referral program in order to satisfy the hiring goal. The contractor or subcontractor must wait five business days after a request has been submitted before advertising the position elsewhere.

(C) Qualifications required shall be only those relevant to the job. In satisfying the hiring goal, the contractor and any subcontractor shall employ all qualified persons referred by the first source referral program. The contractor and any subcontractor must utilize the first source referral program whenever its hiring needs increase and they are unable to comply with the hiring goals.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

§ 34.20 MONITORING.

(A) The owner for a covered project shall require all construction contracts to comply with all provisions of this subchapter, and a copy of this subchapter shall be included with all contracts with contractors and subcontractors performing construction work on covered projects. This subchapter must be a contractual obligation in all contracts.

(B) All contractors and subcontractors performing construction work on covered projects shall submit to the Administrator weekly certified payroll records within five working days of the end of each payroll period. The records must show the person-hours on a craft-by-craft basis and identify the address, social security number, hiring date, ethnicity, gender and trade (journeyperson or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer or employee of the company. Failure to comply with the provisions of this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. Any willful misrepresentation contained in the information requested pursuant to this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. The Administrator shall notify the City of Waterbury Department of Finance upon any violation of this subchapter. No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(C) Unless prohibited by federal, state or local law, all records in the city's possession shall be available for public inspection.

(D) The Administrator shall review all information provided pursuant to division (B) hereof and submit monthly reports to the Liaison Committee and to the Board of Aldermen summarizing the information.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

§ 34.21 GOOD FAITH EFFORTS.

(A) Contractors shall be deemed to have made good faith efforts if they demonstrate to the satisfaction of the Administrator that they have done all of the following:

(1) Utilize the first source referral program to help satisfy the hiring goal;

(2) Notify the public in the city of the employment opportunities available on covered projects. The notification shall comprise a notice in a newspaper of general circulation in the city of employment opportunities, written notice to construction unions, community organizations and city high schools concerning same, and any other notice required by the Administrator. Contractors shall maintain records of responses to the notices received thereby. All notices must state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin. The notice required by this division shall include a statement that the notice is provided pursuant to this subchapter;

(3) Maintain a file on the job site of the names and addresses of each worker referred by the first source referral program. The file shall indicate what action was taken with respect to each referred person, and if the person was not hired, the reasons therefore; provided, however, that this subchapter shall not be construed as requiring contractors to hire any persons who do not satisfy applicable job qualifications;

(4) Participate in State of Connecticut-approved local employment training programs in the city's area, or develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employment needs;

(5) Regularly review and evaluate their personnel and promotional opportunities, encourage city residents to seek opportunities and establish a program to monitor compliance with this subchapter; and

(6) Utilize other means of obtaining employees who are residents of the city that are reasonably calculated to assist with achieving the hiring goals.

(B) Contractors shall provide the city with any documentation requested by the Administrator in order to establish compliance with this subchapter.

(Ord. passed 2-21-2012)

§ 34.22 CONTRACT REQUIREMENTS FOR COVERED SERVICES.

(A) This city shall include provisions in Chapter 38, entitled "Centralized Procurement System," of the Code of Waterbury mandating that each contract for a covered project, as that term is defined herein, awarded pursuant to Chapter 38 include provisions addressing compliance with the provisions of this subchapter by the contractor or contractors thereunder and by any subcontractor or subcontractors performing work related to any such contract.

(B) Whenever provisions are included in a contract for a covered project pursuant to division (A) of this section, they shall include provisions establishing liquidated damages for the failure of any contractor or subcontractor to comply with the provisions of this subchapter on a weekly basis. The liquidated damages shall be based on an estimate of the cost the city would incur in having to provide alternative employment opportunities, or alternative economic assistance, to those residents who would have benefited by the city's investment in the covered project if they had been hired by the contractor or subcontractor had they complied with the provisions of this subchapter.

(C) Whenever provisions regarding liquidated damages are included in a contract for a covered project pursuant to division (B) of this section, that contract shall, if applicable, also include provisions addressing the following matters:

(1) Weekly compliance reviews by the Administrator for the purpose of assessing compliance with the provisions of this subchapter, or the lack thereof;

(2) Requiring a separate certification of compliance by the Administrator prior to the payment of any funds by the city under any such contract;

(3) The weekly assessment and invoicing of liquidated damages per noncompliant contractor or subcontractor while said contract is executory;

(4) No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

THE CITY OF WATERBURY

POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT

11

SECTION 00400

Date: 4/27/18

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Connecticut Custom Aquatics LLC
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

BID ITEMS

Pool Chlorination and Filtration System

For Crosby High School

\$ 269,750.00

Pool Chlorination and Filtration System

For Wilby High School

\$ 278,643.00

Pool Chlorination and Filtration System

For West Side Middle School

\$ 207,000.00

The City reserves the right to award the bid to one or more than one bidder at its sole discretion.

THE CITY OF WATERBURY

POOL CHLORINATION AND FILTRATION SYSTEM REPLACEMENT

ITB #6100

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: _____

Connecticut Custom Aquatics LLC
(Print or Type)

By Bidder's Authorized Representative: _____

Signature: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

(Print or Type)

END OF SECTION

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

45-2855524
Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Gregory Macmillan
(Name)

By: Owner
(Title)

8 Massimo Drive
(Business Address)

Northaven CT 06473
(City, State, Zip Code)

Date: 4/27/18

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Connecticut Custom Aquatics, LLC
31 Meadow View Drive
North Haven, CT 06473

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-1403
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Waterbury
235 Grand Street
Waterbury, CT 06702

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Swimming pool filtration replacement at 483 Chase Parkway, Waterbury, CT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2018.


(Principal)

Connecticut Custom Aquatics, LLC

(Principal)

(Seal)

By:

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By:

(Title) Erik Partridge

, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kimberly S. Connolly; Bette A. Botticello; Erik Partridge OF THE TOWN OF GLASTONBURY, STATE OF CONNECTICUT**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

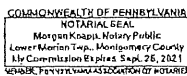
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

My commission expires:

Notary Public:

residing at:

Bala Cynwyd, PA

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of May, 20 18.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company <u>Connecticut Custom Acrylic</u> Name Street <u>8 Madison Dr</u> Address City <u>North Haven CT 06457</u> Executive	Bidder Federal Employer <u>45-2885584</u> Identification Number _____ Or Social Security Number _____
Major Business Activity <u>Swimming Pool Repair</u> (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes No <u>X</u> -Bidder is a minority business enterprise Yes No <u>X</u> _____ (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female _____
Bidder Parent Company (If any) <u>None</u>	-Bidder is certified as above by State of CT Yes No _____
Other Locations in Ct. (If any) <u>None</u>	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No <u>X</u>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No _____
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <u>X</u> No _____	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u>X</u> No _____
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No <u>X</u>	9. Does your company have a mandatory retirement age for all employees? Yes No _____
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No <u>X</u>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No NA <u>X</u>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No <u>X</u>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No NA <u>X</u>
6. Does your company have a collective bargaining agreement with workers? Yes No <u>X</u> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No _____ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No _____	12. Does your company have a written affirmative action Plan? Yes No If no, please explain. <u>we are a small family company</u> 13. Is there a person in your company who is responsible for equal employment opportunity? Yes No <u>X</u> If yes, give name and phone number.

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

W.B. McBride Electric - minority business
 William Associates - women owned business
 Industrial
 Tri-Blue environmental
 Meadows View lawn care
 Fastenal

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes No ☒

PART IV - Bidder Employment Information

Date: .

JOB CATEGOR Y*	OVERA LL TOTAL	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management		2	1								
Business & Financial Ops											
Marketing & Sales		1									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support			1								
Bldg/ Grounds Cleaning/ Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair		3									
Material Moving Workers											
Production Occupations											
TOTALS ABOVE		6	2								
Total One Year Ago		6	2								
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service		X		X	Work Experience	
Private Employment Agencies		X		X	Ability to Speak or Write English	
Schools and Colleges		X			Written Tests	
Newspaper Advertisement		X			High School Diploma	
Walk Ins		X			College Degree	
Present Employees	X				Union Membership	
Labor Organizations		X		X	Personal Recommendation	
Minority/Community Organizations		X			Height or Weight	
Others (please identify)				X	Car Ownership	
several at auction					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) owner	(Date Signed) 4/23/18	(Telephone) 803-985-0223
--	------------------	--------------------------	-----------------------------

LIMITED LIABILITY COMPANY RESOLUTION

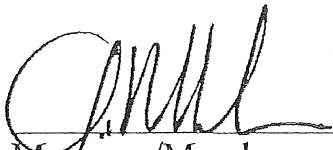
I, Gregory Macmillan, hereby certify that I am the duly authorized and acting Member Manager (circle one) of Connecticut Custom Aquatics, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the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

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Connecticut Custom Aquatics, LLC this 20 day of April, 2011.



Manager/Member

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:

Connecticut Custom Agencies
8 Massino Dr
New Haven, CT 06477

Print Name and Title of Authorized Representative:

Gregory Macmillan Owner

Signature of Authorized Representative:

[Signature]

Date: 4/20/18

**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.: _____

County of New Haven

[Signature], being first duly sworn, deposes and says that:

1. I am the owner partner, officer, representative, agent or _____ of Connecticut Custom Aquatics (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	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	Greg Macmillan	Owner	GT Custom Agencies	Service
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	

CITY OF WATERBURY

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

2	NONE	
3		
4		

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

Name	Title	DOB	Stock %
1 Greg Mancill	Owner	1-24-75	100%
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	

CITY OF WATERBURY

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

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

Connecticut Custom Aquatics
Name of Partnership/Business

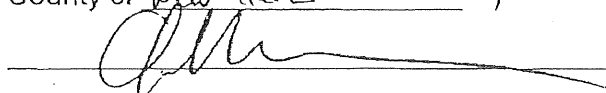
By: Gray McNeill
Name of General Partner/ Sole Proprietor

8 Messinger Drive New Haven CT 06418
Address of Business

State of Connecticut)

) SS

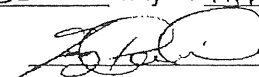
County of New Haven)

 being duly sworn,

Deposes and says that he/she is member of CT Custom Aquatics and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 23rd day of April 2018.

My Commission Expires: 2/28/2023


(Notary Public)

For Corporation

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

Witness



Name of Corporate Signatory

8 Massimo Dr New Haven CT 06473
Address of Business

Affix
Corporate
Seal

By: Greg Macmillan
Name of Authorized Corporate Officer

Its: member
Title

State of Connecticut)

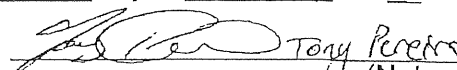
) SS

County of New Haven)

_____ being duly sworn,

deposes and says that he/she is member of CT Custom Heavies and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 23rd day of April 2018.


Tony Perre
(Notary Public)

My Commission Expires: 2/28/2023