### Board of Education

#### REGULAR MEETING

Thursday, March 16, 2023 – 5:30 p.m. Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/4YtdcW7bkfs.

#### AGENDA

- 1. Silent Prayer
- 2. Pledge of Allegiance to the Flag
- 3. Roll Call

#### 4. Communications

- a) Copy of communication dated February 7, 2023 from Civil Service certifying Melina Rodriguez for the position of Assistant Director of Pupil Services.
- b) Copy of communication dated February 7, 2023 from Civil Service certifying Kenneth Butler, Jr. for the position of Paraprofessional II.
- c) Copy of communication dated February 8, 2023 from Civil Service certifying Louis Bruscino for the position of Mason Foreperson.
- d) Copy of communication dated February 10, 2023 from Civil Service certifying Jennilee Quito-Guadalupe for the position of Paraprofessional II.
- e) Copy of communication dated February 13, 2023 to Susan Cote regarding offer of employment for the position of Office Aide.
- f) Copy of communication dated February 14, 2023 from Civil Service to Janet Frenis regarding employment at Chief Academic Officer.
- g) Copy of communications dated February 15, 2023 from Civil Service certifying Sherl Knight, Ines Quinones Ortiz, and Adrijana Redzepi for the position of Food Service Helper.
- h) Copy of communication dated February 15, 2023 from Civil Service to Augustus Bailey, Jenny Jones, Samira Tiganj, Stacey Yorker, and Yvonne Smith regarding acceptance of offer of employment for the position of Food Service Worker.
- i) Copy of communication dated February 15, 2023 from Civil Service to Michael McCormack regarding acceptance of offer of Temporary Maintainer I.
- j) Email communication dated February 17, 2023 from CABE regarding Policy Highlights.
- k) Email communication dated February 21, 2023 from Dariluz Bermudez regarding Board of Education member.
- I) Email communication dated February 23, 2023 from Dariluz Bermudez regarding Board of Education member.
- m) Copy of communications dated February 23, 2023 from Civil Service certifying Zachariah Lewis for the position of Carpenter, Ciara Pedraza for the position of Cook, and Eileen Lopes for the position of Attendance Counselor.
- n) Copy of communication dated February 24, 2023 from Civil Service certifying Jose Torres for the position of Carpenter, Maria Cronin for the position of Food Service Helper, Chaileen Rodriguez-Perez for the position of Food Service Helper, Leeana Rodriguez for the position of Food Service Helper, Suzan Dennis-Strickland for the position of Food Service Helper, and Ivette Campos for the position of Food Service Helper.
- o) Copy of communications dated March 1, 2023 from Civil Service certifying Jose Velzaco, William Yarmala, Todd Piascik, and Jared Collette for the position of Maintainer II.
- Copy of communication dated March 3, 2023 from Civil Service certifying Sabrina White for the position of Administrative Associate I.
- q) Email communication dated March 3, 2023 from CABE regarding Policy Highlights.

- **5. Approval of Minutes:** January 5, 2023 Workshop, January 5, 2023 Special Meeting, January 19, 2023 Regular Meeting, February 2, 2023 Workshop, February 2, 2023 Special Meeting, and February 16, 2023 Regular Meeting.
- **6. 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.
- **7. Executive Session** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.
- 8. Superintendent's Announcements
- 9. President's Comments
- 10. Student Representatives Comments
- 11. Committee on School Personnel Commissioner Hernandez
- 11.1 Tinker School Principal appointment.

#### 12. Consent Calendar

- 12.1 *Committee on Finance:* Request approval of a Professional Services Agreement with Critical Response Group, Inc. for Digital School Mapping.
- 12.2 *Committee on Finance:* Request approval of Amendment Three (3) to the Professional Services Agreement with Connecticut Communications, LLC for Mitel Voice Over IP Solution.
- 12.3 *Committee on Finance:* Request approval of an Agreement with Crown Castle Fiber, LLC for Wide Area Network.
- 12.4 *Committee on Finance:* Request approval of transfer in the 2022/2023 Operating Budget.
- 12.5 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 12.6 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

#### 13. Items removed from Consent Calendar

- **14.** Committee of the Whole Commissioner Hernandez
- 14.1 Request approval of a Memorandum of Understanding with Community Mental Health Affiliates for Cognitive Behavioral Intervention for Trauma in Schools and Bounce Back.

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

- 15.1 Request permission to apply for the U.S. Department of Energy "Renew America's Schools Grant".
- 15.2 Request approval of a Construction Contract with J. A. Rosa, LLC for auditorium upgrades at six schools.
- 15.3 Request approval of an Agreement with United Staging and Rigging, LLC for rental of staging equipment.
- 15.4 Request approval of a Construction Contract with All State Construction, Inc. for HVAC Upgrades/Replacements at Gilmartin and Duggan Schools.

#### 16. Superintendent's Notification to the Board

#### 16.1 Athletic appointments:

| <u>Name</u>     | Position/Location       | <u>Eff.</u> |
|-----------------|-------------------------|-------------|
| Hartsoe, Kelsey | Head Softball Coach/KHS | 03/13/23    |

#### 16.2 Grant funded appointments:

| <u>Name</u> | Position/Location   | FT/PT | <u>Rate</u> | <u>Union</u> | <u>Funding</u> | <u>Eff.</u> |
|-------------|---------------------|-------|-------------|--------------|----------------|-------------|
| Brown,      | Behavior Counselor  | FT    | \$23.72/hr  | F UPSEU      | SIG 5 CHS      | 02/09/23    |
| Aisha       | Crosby              |       |             | 69           | 21-23          |             |
| Cintron,    | Adult Ed            | PT    | \$15.54/hr  | NON          | Ad Ed Prov     | 02/16/23    |
| Cameron     | Maintenance         |       |             | BOE          | 22-23          |             |
| Frank,      | Adult Ed Certified  | PT    | \$33/hr     | NON          | Ad Ed Prov     | 02/23/23    |
| Richard     | Instructor          |       |             | BOE          | 22-23          |             |
| Jannetto,   | Adult Education     | PT    | \$20/hr     | NON          | Ad Ed Prov     | 02/27/23    |
| Joseph      | Security            |       |             | BOE          | 22-23          |             |
| Sidella,    | Tutor/Children's    | PT    | \$33/hr     | NON          | Title I/A      | 02/27/23    |
| Judith      | Community School    |       |             | BOE          | 21-23          |             |
| Simms,      | Classroom Assistant | FT    | \$14/hr     | UPSEU        | Title I/A      | 02/09/23    |
| Marcia      | Rotella             |       |             | 68           | 22-24          |             |

#### 16.3 After-school Programs appointments:

| <u>Name</u>           | <u>Grant</u>           | <u>School</u> | <u>Position</u>   |
|-----------------------|------------------------|---------------|-------------------|
| Rivera , Michael      | ARP ESSER              | Carrington    | Administrator Sub |
| Brown, Charlene       | ARP ESSER              | Duggan        | Teacher           |
| D'Alessio, Jennifer   | ARP ESSER              | Duggan        | Administrator Sub |
| Finkenzeller, Frances | ARP ESSER              | Duggan        | Teacher           |
| Hart, Richard         | ARP ESSER              | Duggan        | Teacher           |
| Carter, Sa-Queen      | SDE                    | Wallace       | Teacher           |
| Garcia, Sharyn        | SDE                    | Wallace       | Teacher           |
| Cusack, Tara          | 21st Century           | Walsh         | Administrator Sub |
| Demirs, Emily         | Commissioner's Network | WMS           | Teacher           |
| Kumar, Usha           | Commissioner's Network | WMS           | Teacher           |
| Thayer, Aaron         | Commissioner's Network | WMS           | Teacher           |

16.4 Miscellaneous appointments:

| <u>Name</u>     | <u>School</u> | <u>Program</u>               |
|-----------------|---------------|------------------------------|
| Caruso, Anthony | KHS           | Mastery Based Learning Panel |
| Crane, Monique  | WAMS          | 530 Club Teacher             |

16.5 Resignations:

| <u>Name</u>             | <u>Position</u>              | <u>Effective</u> |
|-------------------------|------------------------------|------------------|
| Arons, Emily            | Bunker Hill Social Worker    | 03/10/23         |
| Cavilla, Emilia         | Wilson Grade 4               | 03/17/23         |
| McKusick, Kirstin       | Bucks Hill Special Education | 03/07/23         |
| Montes De Oca, Delmaliz | Bucks Hill Social Worker     | 03/17/23         |

16.6 Retirements:

| <u>Name</u>      | <u>Position</u>                 | <u>Effective</u> |
|------------------|---------------------------------|------------------|
| April, Deborah   | Enlightenment Special Education | 06/30/23         |
| Blake, Zita      | Driggs Grade 2                  | 06/30/23         |
| Cavanaugh, Karen | Carrington Reading              | 06/30/23         |
| Hammond, Cynthia | WMS Vice Principal              | 07/31/23         |
| Kuncas, Justine  | Driggs Grade 5                  | 06/30/23         |

**17. Executive Session** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee and discussion concerning self-evaluation as referenced in Section 1-200(6)(A) of the Freedom of Information Act.

#### 18. Adjournment



Waterbury, Connecticut

#### **COMMITTEE ON SCHOOL PERSONNEL**

Item #11.1

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

| The Committee on School Personnel moves that the Waterbury Board of |
|---|
| Education approve the appointment of                                |
| as Principal, Tinker Elementary School, effective immediately.      |

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #12.1

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Critical Response Group, Inc., to provide Collaborative Response Graphics/Digital School Mapping, subject to any non-substantive changes approved by the Corporation Counsel's office.

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #12.2

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Three (3) to the Professional Services Agreement with Connecticut Communications, LLC, for Mitel Voice Over IP Solution, subject to any non-substantive changes approved by the Corporation Counsel's office.

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #12.3

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with Crown Castle Fiber, LLC, through June 30, 2028, to provide Wide Area Network services, subject to any non-substantive changes approved by the Corporation Counsel's office.

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #12.4

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the following transfers for fiscal year 2022/2023 totaling \$1,200,00.00:

#### FROM:

| Accounting Unit | Account      | Description  | Amount              |
|-----------------|--------------|--|---------------------|
| 87512501        | 511102       | Reading - Teachers                                   | (\$300,000)         |
| 86210001        | 511102       | Crosby - Teachers                                    | (\$300,000)         |
| TO:             |              |  |                     |
| 87510302        | 533000       | Curriculum Instruction - Professional Services       | \$600,000           |
| Transfer        | is needed to | cover cost of substitute teacher placements from our | outside vendor ESS. |

#### FROM:

| Accounting Unit | Account | Description                           | Amount      |
|-----------------|---------|---------------------------------------|-------------|
| 88510001        | 511102  | Special Education - Teachers          | (\$200,000) |
| 88510002        | 511108  | Special Ed - School Psychologists     | (\$400,000) |
| TO:             |         |                                       |             |
| 88510001        | 556055  | Special Education - Tuition Outside   | \$480,000   |
| 88510001        | 556056  | Special Education - Purchased Service | \$120,000   |

Transfer is needed to cover cost of Special Ed Tuition for Special Ed students being placed in outside facilities. Special Education costs for outside services

TOTAL \$1,200,000 (\$1,200,000)

Waterbury, Connecticut

#### **COMMITTEE ON BUILDING & SCHOOL FACILITIES**

Item #12.5

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

| GROUP                    | FACILITIES AND DATES/TIMES  |
|--------------------------|---|
| Robotics Event           | Wilby/North End Complex: March 10 <sup>th</sup> 2:00pm – 9:00pm and             |
| V. Balsamo               | March 11 <sup>th</sup> & 12 <sup>th</sup> 8:00am – 10:00pm                      |
| L. Richard               | Career Academy: Tues., June 20th 7:30am – 4:00pm                                |
|                          | (State of CT. CNA testing)  |
| Talent Show              | Career Academy: Wed., April 19th 2:00pm – 4:00pm (rehearsal) and                |
| R. Pastore               | Thurs., April 20 <sup>th</sup> 2:00pm – 9:30 pm (show)                          |
| D. Foster                | State St. café: Mon., March 20th 3:00pm-4:00 pm                                 |
|                          | (Family Engagement Workshop) (snow date: 3/27/23)                               |
| M. Bergin                | Sprague gym: Wed., April 19th 5:30pm – 7:00pm                                   |
|                          | (Family Night)  |
| *J. Tulley               | Crosby aud.: Thurs., June 1st 4:00pm – 8:09 pm                                  |
|                          | (Wallace M/S Spring Concert)  |
| *Blue Collar Union       | Kennedy aud.: Sunday, March 26 <sup>th</sup> 10:00am – 4:00 pm                  |
| L. Calo                  | (membership meeting and contract vote)  |
| *T. Grabowski            | Maloney café: Wed., March 22 <sup>nd</sup> 4:00pm – 8:00pm                      |
|                          | (Family Book Bingo) (snow date: March 29th)                                     |
| *B. Sojdaens             | Career Academy café: Tues., March 28th 5:00pm – 7:00 pm                         |
|                          | (college planning night)  |
| *R. Perez                | Career Academy café: Friday, March 31st 5:00pm – 8:00pm                         |
|                          | (Karaoke Night)   |
| *K. Punter               | Career Academy café: Thurs., March 16 <sup>th</sup> 5:00pm – 8:00 pm            |
|                          | (SEL event for parents)   |
| *Adult Education         | Kennedy rooms: Mar. 13 <sup>th</sup> thru June 8 <sup>th</sup> 5:30pm – 9:30 pm |
| A. Musto                 | (Spring Enrichment Program)   |
| *M. McAlinden            | Enlightenment aud.: April 24th thru June 6th 3:00pm – 5:00 pm                   |
|                          | Mondays & Wednesdays (Shakesperience Program)                                   |
| *Park Dept.              | Kennedy gym: Saturday, March 18th 11:00am – 6:00pm                              |
| <u>J. Egan</u>           | (basketball games)  |
| *Dept. of Transportation | Maloney café: Thursday, March 23, 5:30 – 8:00pm                                 |
| B. Cadwell               | (public information meeting -removal of Exit 21, New Mix project)               |

# York

# SCHOOL PERSONNEL USE ONLY

|                             | DATE: 2/15/23  |
|-----------------------------|--|
| TO:                         | SCHOOL BUSINESS OFFICE   |
| FROM:                       | Vincent Balsamo  |
| The undersign school hours) | ned hereby makes application for use of school facilities (after regular as follows: |
| NAME OF SO                  | CHOOL REQUESTED: Wilby HS & North End MS   |
| Auditori                    | um Gymnasium Swimming Pool Café/Rooms  |
| DATES REQ                   | UESTED: March 10-12  |
|                             | FROM: 8 ampm TO: 10 ampm   |
| FOR THE FO                  | LLOWING PURPOSES:  |
| Annual FIRS                 | ST Robotics Event. Only the gym is needed during the day on Friday                   |
| March 10 to                 | begin setup. Setup will begin in the HS cafe once the school cafes                   |
| end and mai                 | ntenance is able to clean.   |
|                             | Villow APPLICANT   |
| Please note the             | e following provisions:  |

When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at the police and fire headquarters.

| DATE: 2 15 23  TO: SCHOOL BUSINESS OFFICE  FROM: LA KILLAU WCA  The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:  NAME OF SCHOOL REQUESTED: WCA  Auditorium Gymnasium Swimming Pool VCafé/Rooms  DATES REQUESTED: JUNE 20 Prom 422, 426 1  FROM: 730 am/pm TO: 420 am/pm  FOR THE FOLLOWING PURPOSES:  SHALL CLA Testing.  JUNE APPLICANT  | SCHOOL PERSONNEL USE ONLY                      |
|--|--|
| TO: SCHOOL BUSINESS OFFICE  FROM: LALA KLUNAN WCA  The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:  NAME OF SCHOOL REQUESTED: WCA  Auditorium Gymnasium Swimming Pool Café/Rooms  DATES REQUESTED: JUNE 20th Crom 422, 426;  FROM: 730 am/pm TO: 400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing  Make Requested  Audit CNA Testing  Make Requested   |  |
| The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:  NAME OF SCHOOL REQUESTED:  Auditorium Gymnasium Swimming Pool Mafe/Rooms  DATES REQUESTED:  FROM:  730 am/pm TO:  400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing.  The wide of school facilities (after regular school facilities) (after regular school faciliti | DATE: 215 23                                   |
| The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:  NAME OF SCHOOL REQUESTED:    Auditorium  |  |
| School hours) as follows:  NAME OF SCHOOL REQUESTED:  Auditorium  Gymnasium  Swimming Pool  Café/Rooms  Crom 422, 426 i  DATES REQUESTED:  FROM:  730 am/pm  TO:  400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing  Touch  Mala hadian  | FROM: Linka Kichard WCA                        |
| DATES REQUESTED:  TUNL 20th Room 422, 426 i  DATES REQUESTED:  FROM: 730 am/pm TO: 400 am/pm  FOR THE FOLLOWING PURPOSES:  SHILL CNA Testing.  Mulk Mell   |  |
| DATES REQUESTED:  TUNE 20th Room 422, 426 i  FROM: 730 am/pm TO: 400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing.  5 WCA candidates  Mula halu   | NAME OF SCHOOL REQUESTED:                      |
| DATES REQUESTED:  TUNE 20th Room 422, 426 i  FROM: 730 am/pm TO: 400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing.  5 WCA candidates  Mula halu   |  |
| DATES REQUESTED:  TUNE 20th Room 422, 426 i  FROM: 730 am/pm TO: 400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing.  5 WCA candidates  Mula halu   | Auditorium Gymnasium Swimming Pool (Café/Rooms |
| FROM: 730 am/pm TO: 400 am/pm  FOR THE FOLLOWING PURPOSES:  State CNA Testing —  5 WCA candidates  Mula relu-  | DATES REQUESTED: JUNE 20th Room 422, 426,      |
| State CNA Testing -  5 wcA candidates  Mula Palu   | FROM: 730 am/pm TO: 4.00 am/pm                 |
| 5 wcA candidates  Anen hale  | FOR THE FOLLOWING PURPOSES:                    |
| Ruen Reli  | State CNA Testing -                            |
| Aula Call  | 5 WCA candidates                               |
| Applicant Call   |  |
| APPLICANT (COCCO   | Marker Kall                                    |
|  | APPLICANT                                      |

Please note the following provisions:



# SCHOOL PERSONNEL USE ONLY

| DATE: 2117123  |
|--|
| FROM: SCHOOL BUSINESS OFFICE  FROM: BICK Pastore / Jennifer Franceshir   |
| The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: |
| NAME OF SCHOOL REQUESTED: WCA  |
| Auditorium Swimming Pool Café/Rooms  |
| DATES REQUESTED: April 19,0023 -   |
| FROM: ) TO: 4 O am/pm  |
| FOR THE FOLLOWING PURPOSES:  |
| WCA Talent show practice   |
|  |
|  |
| Jappellant Marcen  |
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Please note the following provisions:

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# SCHOOL PERSONNEL USE ONLY

| DATE: 2/17/23  |
|--|
| TO: SCHOOL BUSINESS OFFICE   |
| FROM: Richard Pastore / Jennifer France Sun  |
| The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: |
| NAME OF SCHOOL REQUESTED: WCA  |
|  |
| Auditorium Gymnasium Swimming Pool Café/Rooms  |
|  |
| DATES REQUESTED: April 20, 2023  |
| FROM: 2:00 am/pm TO: 9:30 am/pm  |
| FOR THE FOLLOWING PURPOSES:  |
|  |
| WCA Talent show, students  |
| and parents  |
|  |
| CAPPLIDANT WORKS   |
|  |

Please note the following provisions:

### SCHOOL PERSONNEL USE ONLY

| DATE: 2/22/2023  |
|--|
| TO: SCHOOL BUSINESS OFFICE   |
| FROM: Denise Foster  |
| The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: |
| NAME OF SCHOOL REQUESTED: State Street   |
| Auditorium Gymnasium Swimming Pool Café/Rooms  |
| DATES REQUESTED: March 20,2023 (Snow date March 27, 2023   |
| FROM: 3 am/pm TO: 4 am/pm  |
| FOR THE FOLLOWING PURPOSES:  |
| Family Engagement Workshop titled Helping  |
| Your Child Learn: A Guide for Parents of Children  |
| Grades K to 3 Volume 2   |
| Nemise Foster<br>APPLICANT   |
| ***************************************  |
| Please note the following provisions:  |

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# SCHOOL PERSONNEL USE ONLY

|              |   | DATE: _                | February 27, 2023           |
|--------------|---|------------------------|-----------------------------|
| TO:          | SCHOOL BUSINESS OFF                         | TICE                   |                             |
| FROM:        | Maureen Bergin                              |                        |                             |
| school hours | gned hereby makes applications) as follows: |                        | acilities (after regular    |
| NAME OF S    | SCHOOL REQUESTED: Sp                        | orague School          |                             |
| Auditor      | rium X Gymnasium                            | Swimming P             | ool Café/Rooms              |
| DATES RE     | QUESTED:April 19,                           | 2023                   |                             |
|              | FROM:5:30                                   | am/pm TO               | D: am/pm                    |
| FOR THE F    | OLLOWING PURPOSES:                          |                        |                             |
| The          | Offices of Early Childhood and              | School Readiness wil   | l be holding a Family Night |
| to prom      | note family engagement and lea              | rning the solar syster | m with CT Science Center.   |
|              |   |                        |                             |
|              |   |                        | Maureen Bergin              |
|              |   | _                      | APPLICANT                   |
|              | the following provisions:                   |                        |                             |
|              | ablic is invited to an activity, p          |                        |                             |
| These arrang | gements must be made in person              | on at the police and   | nre neadquarters.           |



### SCHOOL PERSONNEL USE ONLY

DATE: 3/7/23 TO: SCHOOL BUSINESS OFFICE FROM: Mr. Jordan Tulley The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Wallace Middle School - Music Department 045 Swimming Pool Café/Rooms Gymnasium DATES REQUESTED: June 1st, 2023 FROM: 4:00pm TO: 8:00pm **FOR THE FOLLOWING PURPOSES:** Wallace Middle School Music Department: Spring Concert \_Mr. Jordan Tulley \_\_ APPLICANT Please note the following provisions: When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at the police and fire headquarters.

Jook

DATE: 3-7-23

| TO:  | SCHOOL BU | ISINESS OFFIC               | Ε  |         |        |
|--|-----------|-----------------------------|--|---------|--------|
| FROM:  | Blue      | Collar                      | Union  | _       |        |
|  |           | LEBY MAKES A<br>ULAR SCHOOL |  |         | SCHOOL |
| NAME OF SO   |           | QUESTED:                    |  |         |        |
| DATES REQU   |           | Sunday ROM 10:00 A          |  |         |        |
| FOR THE FOL  | LOWINGPU  | JRPQSES:                    |  |         |        |
| Memb   | er shi    | o Mesi                      | ing of   |         | í      |
| Co   | nIRac     | T VOTE                      | 2  |         |        |
|  |           |                             |  |         |        |
|  |           |                             | 6  | enay Ca | olo /  |
| or the real took and any and and seed and they are took and took and |           |                             | T and \$10 100 100 and the last had not not been also and the last and |         | 15M    |

Please note the following provisions:

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# SCHOOL PERSONNEL USE ONLY

| DATE: 3 7 23   |
|--|
| TO: SCHOOL BUSINESS OFFICE   |
| FROM: Terri Grabowski (Parent Liaison)   |
| The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: |
| NAME OF SCHOOL REQUESTED: Maloney Magnet   |
| Auditorium Gymnasium Swimming Pool Café/Rooms  |
| DATES REQUESTED: March 22nd March 29th   |
| FROM: 4:00 am/pm TO: 8:00 am/pm  |
| FOR THE FOLLOWING PURPOSES:  |
| Family Book Bingo  |
|  |
| Levi Graboush  |
|  |

Please note the following provisions:

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SCHOOL PERSONNEL USE ONLY DATE: 03/03 SCHOOL BUSINESS OFFICE ·TO: BENJOLA SEJDARAS. FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: WATERBURY CAREER ACADEMY Gymnasium Swimming Pool 03/28/23 DATES REQUESTED: TO: 7:0cam/pm FROM: 5:00am/pm FOR THE FOLLOWING PURPOSES: COLLEGE PLANNING NIGHT

Please note the following provisions:



# SCHOOL PERSONNEL USE ONLY

|                 |                     | DATE: 3         | 7 23           |
|-----------------|---------------------|-----------------|----------------|
| TO:             | SCHOOL BUSINESS OFF | ICE             |                |
| FROM:           | Robbin Pierz        |                 |                |
| ``              |                     |                 |                |
| school hours) a |                     | 4               |                |
| NAME OF SCI     | HOOL REQUESTED: Wo  | entry Career Ac | ademy          |
| Auditorium      | n Gymnasium         | Swimming Poo    | 1 Café/Rooms   |
| DATES REQUI     | ESTED: FROLAY MANCH | h31             |                |
|                 | FROM: 5             |                 | 8 am/pm        |
| FOR THE FOLI    | LOWING PURPOSES:    |                 |                |
| Karaoko N       | ght to Raise mone   | y for AIC -     | zender Equity. |
| *               |                     |                 |                |
|                 |                     |                 |                |
|                 |                     |                 |                |
|                 |                     |                 | APPLICANT      |
|                 |                     |                 |                |

<u>Please note the following provisions:</u>
When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Mook.

|               | SCHOO      | L PERSO        | DINNEL  | USEC           | NLY            |        |
|---------------|------------|----------------|---------|----------------|----------------|--------|
|               | ¥          |                | ,       |                | ×              |        |
| <u>*</u> 1    |            | 7 <u>-</u> - 2 | DA      | ATE: Mar       | ch 7           | 2023   |
| ·TO:          | ,          | USINESS OFF    |         |                |                |        |
| FROM:         | WCA -      | heisha         | Punter  |                | -              |        |
| school hours) |            |                |         | hool facilitie | s.(after reg   | gular  |
| NAME OF S     | CHOOL REQU | JESTED:        | CA      |                | -8             |        |
| Auditori      | um 🔲 (     | Gymnasium      | Swimm   | ing Pool       | Café           | /Rooms |
| DATES REQ     | UESTED:    | larch          | 16.2    | 023            |                |        |
|               | FROM       | 5              | _ am/pm | TO:            | 8              | am/pm  |
| FOR THE FO    | LLOWING PU | RPOSES:        |         |                |                |        |
| SEL           | event      | Aor Pa         | rento   |                | ,              |        |
| in the second |            |                |         |                | * = 4          |        |
|               |            |                |         |                |                |        |
| icial Em      | otional L  | earning        | )       | K. Pu          | te/<br>PLICANT | /      |
|               |            |                |         |                |                |        |

Please note the following provisions:

DATE: March 8, 2023

MAR - 9 2023

| TO:          | School Business Office   |  |
|--------------|--|--|
| FROM:        | Waterbury Adult Education  |  |
|              |  |  |
|              |  |  |
|              | SIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS: |  |
| NAME OF SO   | CHOOL REQUESTED: Kennedy High School   |  |
| AUDITO       | RIUM GYMNASIUM SWIMMING POOL X CAFÉ/ROOMS  |  |
| DATES REQ    | UESTED: Approximately March 13, 2023 through June 8, 2023.                                 |  |
| TIMES: App   | roximately: FROM 5:30 PM TO 9:30 PM  |  |
| FOR THE FO   | DLLOWING PURPOSES:   |  |
| Adult Educa  | ation Spring Enrichment Program.   |  |
|              | Use of rooms is dependent on enrollment.   |  |
| Antonio Must | to, Principal $3-9-23$ Date  |  |
|              |  |  |

<u>Please note the following provisions:</u>
When the public is invited to an activity, police and fire department must be notified. These arrangements *must* be made in person at police and fire headquarters.

Reiki Certification Class – Rm 136 – 6:00pm-8:00pm Starts: March 20<sup>th</sup> – Ends: April 3<sup>rd</sup>

Introduction to Energy Healing – Rm 136 – 6:00pm-8:00pm (1) class – March 13<sup>th</sup>

Comprehensive Retirement Planning – Rm 135 – 6:30pm-8:30pm (2) classes – April 4<sup>th</sup> and May 16<sup>th</sup>

Medicare and Beyond – Rm 135 – 6:30pm-8:30pm (3) classes – March 21st, May 2nd

Real Estate – Rm 132 – Tuesday & Thursday – 6:00pm-9:15pm Starts: March 13<sup>th</sup> – Ends: May 29<sup>th</sup>

# Moderation

### SCHOOL PERSONNEL USE ONLY

MAR 1 0 2023

DATE: 3-6-23

|  | PUE PLICANT  |
|--|--|
| Shave  | Spenence Program through PAL   |
| DATES R  | FROM 3:00 am/pm TO 5:00 am/pm  |
| The second secon | TORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS  |
|  | ERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL<br>ES:(AFTER REGULAR SCHOOL HOURS) AS FOLLOWS: |
| FROM:  | anightenment-Mrs. MSHinden   |
| TO:  | SCHOOL BUSINESS OFFICE   |

Please note the following provisions:

MAR 1 0 2023

200/2

#### SCHOOL PERSONNEL USE ONLY

DATE: March 10, 2023 TO: SCHOOL BUSINESS OFFICE John Egan, Recreation Supervisor (Interim) FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Kennedy Gymnasium Swimming Pool Café/Rooms DATES REQUESTED: March 18th 2023 FROM: 11 am то: 6pm FOR THE FOLLOWING PURPOSES: **Basketball Games** John Egan **Applicant** 

Please note the following provisions:

100/

# SCHOOL PERSONNEL USE ONLY

|                             |   |                            | DATE:          | 3/13/2023                                |
|-----------------------------|---|----------------------------|----------------|--|
| TO:                         | SCHOOL BUSINESS   | OFFICE                     |                |  |
| FROM:                       | New Mix Project   | Team                       |                |  |
| The undersign school hours) | ned hereby makes applic<br>as follows:                  | ation for use              | of school faci | lities (after regular                    |
| NAME OF S                   | CHOOL REQUESTED:  | Malor                      | ney            |  |
|                             |   |                            |                |  |
| Auditori                    |   | ım 🔲 S                     | wimming Poo    | Café/Rooms                               |
| (Cafetorium a               | at Maloney)   |                            |                |  |
| DATES REQ                   | QUESTED:M   | arch 23 <sup>rd</sup> , 20 | 23             |  |
|                             | FROM:5:   | 30pm                       | am/pm          | TO:8pm                                   |
|                             |   |                            |                |  |
| FOR THE FO                  | DLLOWING PURPOSES                                       | <u>S</u> :                 |                |  |
|                             | To hold a public informathe Exit 21 Off Ramp on liject. |                            |                |  |
|                             |   |                            |                |  |
|                             |   |                            | 1.74           | en Cadwell (on behalf of x project team) |
|                             |   |                            |                | APPLICANT                                |
|                             |   |                            |                |  |

Please note the following provisions:

Waterbury, Connecticut

#### **COMMITTEE ON BUILDING & SCHOOL FACILITIES**

Item #12.6

March 16, 2023

To the Board of Education Waterbury, CT

#### Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

| GROUP                       | FACILITIES AND DATES/TIMES   |
|-----------------------------|--|
| Devonshire Condo Assoc.     | Kennedy library: Tues., April 4th 5:30pm – 7:30 pm                       |
| D. Hail                     | (condo members meeting)  |
|                             |  |
| REQUESTING WAIVERS:         |  |
| P.A.L.                      | Crosby gym: Sat., March 11 <sup>th</sup> 12:00pm 11:00pm Wrestling Event |
| C. Amatruda                 | (CANCELLED AT CROSBY) (\$2,016.)   |
| Chabad of Waterbury         | Kingsbury café: Sunday, March 26 <sup>t</sup> 10:30am – 3:00 pm          |
| J. Eisenbach                | (children's craft activity) (\$ 462.)                                    |
|                             |  |
| <b>GROUPS NOT SUBJECT T</b> | O FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:                  |
| Boy Scouts                  | Crosby pool: March 20 <sup>th</sup> and 27 <sup>th</sup> 7:00pm – 9:25pm |
| A Marchetti                 | (safety requirements)  |
| CT. Rebound                 | Wilby gym 3/20 – 6/29/23 Mon., Tues., Thurs. 6:00pm – 9:00pm             |
| D. Parker                   | (basketball practice)  |
| *Smyma Assembly             |  |
| Of Yahshua's                |  |
| Disciples of CT.            | Kennedy aux. gym & rm.: 3/15/23 – 6/29/23 Wednesdays 6:00 – 8:00pm       |
| N. Owens                    | (youth program/mentoring)  |
| *Brooklyn                   |  |
| Neighb. Assoc.              | Duggan rm.: Meetings 6:00pm-7:30 pm, 2 <sup>nd</sup> Thurs. each month   |
| F. Perrella                 | Mar. to June, 2023 and Sept. 2023 – June, 2024                           |
| Girl Scouts of CT.          | West Side M/S parking lot: Saturday, April 1st 7am – 11:30pm             |
| D. Dzicek                   | (cookie distribution)  |
| *Spec. Olympics, CT.        | Crosby track: Thursdays, April 6th to June 6th 5:30pm – 7:00 pm          |
| C. Manforte                 | (Wtby. Special Olympics track practice)                                  |

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

CONTRACT#

| APPLICANT Donna Hall   | NAME OF ORGANIZATION Devonshire Manor Condominium Association, In  |
|--|--|
| ADDRESS_c/o REI Propert / Management   | TELEPHONE # 203-744-8400   |
| (street)   | (city) (state) (zip code)  |
| SCHOOL REQUESTED K annedy High So  | hool DATES 4/4/2023 ROOM(S) 1  |
| OPENING TIME 5:30 PMCLOSING  | TIME 7:30 PM PURPOSE Association Owners Meeting  |
| ADMISSION (if any)n/1  | CHARGE TO BE DEVOTED TO 1/a  |
| APPROXIMATE NUMBER OF PEOPLE   | TO BE PRESENT: ADULTS 20 CHILDREN 0  |
| SIGNATURE OF APPLICANT   | UNA M. Hall DATE 3.3.23  |
|  | E NUMBER RESPONSIBLE FOR SUPERVISION:  |
|  | REI Property Management 2A Ives Street, Danbury, CT 06810 203-744-8400.  |
| any outstanding balances, the  | Education should need to resort to legal proceedings to collect lessee is responsible for any and all attorney's fees, sheriff's d with said proceedings. (PLEASE INITIAL) |
| SCHEDULE OF RATES CUSTODIAL F  | EES F42/HR plus I HR SERVICE   |
| RENTAL FE  | 4  |
| MISCE_LANEOUS FE   | ES: RM, \$10,00/HR.  |
| SECURITY DEPOSIT \$  | INSURANCE COVERAGE YES NO  |
|  | ST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  |
|  | OMPANY YOUR APPLICATION ( IF APPLICABLE)   |
|  | ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.  |
| THERE WILL BE NO ACTIVITIES DURING SO  |  |
|  | T 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.  |
| POLICE AND FIRE PROTECTION MUST BE A DEPARTMENT FOR INFORMATION. POLICE        | ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH<br>E DEPT. 574-6963 FIRE DEPT. 597-3452  |
| CALL THE SCHOOL CUSTODIAN AT LEAST (<br>PA SYSTEM, LIGHTING, ETC). (FOR WHIC   | ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:<br>CH THERE WILL BE AN EXTRA CHARGE).   |
| KITCHEN FACILITIES CAN NOT BE USED BY<br>DEPT. AT 574-8210 TO ARRANGE FOR A FO | Y GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE<br>OOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)  |
| PLEASE SEE REVERSE FOF: ADDITIONAL R   | ULES AND REGULATIONS.  |
| IT IS AGREED THAT REGULATIONS ADOPTE<br>WILL BE RIGIDLY ENFORCED.              | ED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS   |
|  |  |
| APPROVAL DATE  |  |

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

CONTRACT#

| APPLICANT JOSEPH Eisenbach NAME OF ORGANIZATION Chabad of Unterburg   |
|---|
| ADDRESS 99 Crescum St WTBT CT 04716 TELEPHONE # 840 - S67- 3377   |
| (street) (city) (state) (zip code)  |
| SCHOOL REQUESTED Hingsbury DATES 3-26-23 ROOM(S) Cafeteria  |
| OPENING TIME 10:30 CLOSING TIME 3000 PURPOSE CRAFT ACTIVITY   |
| ADMISSION (if any) CHARGE TO BE DEVOTED TO  |
| APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 76   |
| SIGNATURE OF APPLICANT DATE 3-10:23   |
| PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION;   |
| In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL) |
| 2 (\$ 462.)   |
| SCHEDULE OF RATES: CUSTODIAL FEES: 942/HR NUS 1 HR BERVICE DER CUST   |
|   |
| RENTAL FEES:  |
| MISCELLANEOUS FEES:   |
| SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO   |
| PLEASE READ THE FOLLOWING CAREFULLY OF  |
| APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  |
| A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)   |
| IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.  |
| THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.   |
| CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.   |
| POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452  |
| CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).  |
| KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)  |
| PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.  |
| IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.   |
| APPROVAL DATE   |
| SCHOOL BUSINESS OFFICE  |
| CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.  |

# USE OF SCHOOL ACILITIES WAITE TO BUILD BUILDING Permit)

| Chabad of Waterbury   |
|---|
| (s): ·  |
| Custodial Fees  |
| : Cafeteria   |
| TIMES: 10:30 - 3pm  TIMES:  TIMES:  TIMES:                    |
| TIMES:  |
| TIMES:  |
| Balles  |
| OFFICE USE ONLY   |
| ed to be waived:  |
| 462.  |
| Custodial Fees Security Deposit                               |
|   |
|   |
| BOARD USE ONLY  |
| enied the above referenced waiver request(s) at their regular |
|   |
| ATTEST: Clerk, Board of Education                             |
|   |

FEB 1 5 2023

# DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT

CONTRACT#

| TYPE OR USE PEN AND PRESS FIRMLY BOUL CONTENTS  |
|---|
| APPLICANT Arnold Marchett NAME OF ORGANIZATION AMERICA. Troop 3   |
| ADDRESS 245 South mary Rd. Water bury CT TELEPHONE # 203-757-1211   |
| SCHOOL REQUESTED Crosby H.S. DATES 3/20+3/27 ROOMS) SWIMMING POOL   |
| OPENING TIME 7 Dm CLOSING TIME 9:15 pm PURPOSE SWIM Safety requirements   |
| ADMISSION (if any) CHARGE TO BE DEVOTED TO  |
| APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 8   |
| SIGNATURE OF APPLICANT DATE   |
| PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: (M) 860-621-1576  To have (Scauth aster) - 244 Hart St., South in aton, CT  In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. BSA Troop 3 (PLEASE INITIAL) |
| SCHEDULE OF RATES; CUSTODIAL FEES:  |
| RENTAL FEES:  |
| MISCELLANEOUS FEES:   |
|   |
| SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO   |
| APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  |
| A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)   |
| IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.  |
| THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.   |
| CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.   |
| POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3462  |
| CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).  |
| KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE<br>DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)   |
| PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.  |
| T IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.  |
| APPROVAL DATE   |
| SCHOOL BUSINESS OFFICE  |
| CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.  |

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

| USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY  |  |  |  |
|--|--|--|--|
| APPLICANT Plance Parker NAME OF ORGANIZATION CT Rebound  |  |  |  |
| ADDRESS 146 Midwood Are Weby CT 05708 TELEPHONE # 2031228-3144   |  |  |  |
| (street) (city) (state) (zip code)  SCHOOL REQUESTED Wilby K., L DATES 3/20 - 6/29/23 ROOM(S) FORM   |  |  |  |
|  |  |  |  |
| OPENING TIME 6 100 CLOSING TIME 9:00 PURPOSE RASKETSALS Places   |  |  |  |
| ADMISSION (if any)CHARGE TO BE DEVOTED TO  |  |  |  |
| APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40   |  |  |  |
| SIGNATURE OF APPLICANT Well- DATE 2/22/23  |  |  |  |
| Person(s) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: March 20 July 30 Pelonne Payh, Awdrew William, Byran Heim Mondays, Tuesday, Thurdy in the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's lees and court costs associated with said proceedings. (PLEASE INITIAL) |  |  |  |
| *  |  |  |  |
| SCHEDULE OF RATES: CUSTODIAL FEES:   |  |  |  |
| RENTAL FEES:   |  |  |  |
| MISCELLANEOUS FEES:  |  |  |  |
| SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO  |  |  |  |
| PLEASE READ THE FOLLOWING CAREFULLY  |  |  |  |
| APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.   |  |  |  |
| COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)  |  |  |  |
| F SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO. 1 U 5 5 00 15  |  |  |  |
| HERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.   |  |  |  |
| CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.  |  |  |  |
| POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452   |  |  |  |
| CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: 24 SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).   |  |  |  |
| (ITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)   |  |  |  |
| PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.   |  |  |  |
|  |  |  |  |
| T IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS AUGUST 1 CA 1 C   |  |  |  |
|  |  |  |  |
|  |  |  |  |

#### DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY NAME OF ORGANIZATION STAVERS ASSEMBLY OF CT COFF 202-568-5557 (zip code) **CLOSING TIME** CHARGE TO BE DEVOTED TO ADMISSION (if any) APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN SIGNATURE OF APPLICANT PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Nothanel Overs In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. SCHEDULE OF RATES: CUSTODIAL FEES: RENTAL FEES: MISCELLANEOUS FEES: SECURITY DEPOSIT \$ INSURANCE COVERAGE NO PLEASE READ THE FOLLOWING CAREFULLY APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY. A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE) IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO. THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE. CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED. POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER, PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452 CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE). KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE) PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS. IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED. APPROVAL DATE SCHOOL BUSINESS OFFICE

SCHOOL BUSINESS OFFICE.

NO CASH WILL BE ACCEPTED.

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE

| SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT  CONTRACT# MAR - 2 2023   |
|--|
| TYPE OR USE PEN AND PRESS FIRMLY BROOK ON  |
| APPLICANT Frank C. Verrella St. NAME OF ORGANIZATION Weigh borhood Associa   |
| ADDRESS 25 Edgar R& Middle Dry CT 06762 TELEPHONE #203-598-5945 C  |
| (street) (city) (state) (zip code) 203-598-7466 14.  |
| SCHOOL REQUESTED DUGGAN DATES SONT 2023 - Jugo 2024 ROOM(S) OHE  |
| OPENING TIME 6:30 PM CLOSING TIME 7:30 PM PURPOSE Neighborhood Meetings Prooklyn   |
| ADMISSION (if any) CHARGE TO BE DEVOTED TO NA  |
| APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN None  |
| SIGNATURE OF APPLICANT Trank Cyenella Sp. DATE 2/27/23   |
| PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: 203-754-9207  Frank Cler relia Sr 25 Edgar Rd Millichary  In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings for CPLEASE INITIAL)   |
| of many instances a position of the state of   |
| SCHEDULE OF RATES: CUSTODIAL FEES.   |
| RENTAL FEES  |
|  |
| MISCELL ANEQUES EEES.  |
| MISCELLANEOUS FEES:  |
| MISCELLANEOUS FEES:  SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO   |
| SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO  |
| SECURITY DEPOSIT \$INSURANCE COVERAGEYESNO   |
| SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO  PLEASE READ THE FOLLOWING CAREFULLY  APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)   |
| SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO  PLEASE READ THE FOLLOWING CAREFULLY  APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)   |
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#### DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

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

CONTRACT#

|   | TO THE BOARD OF EDUCATION AND MAILED TO THE  |  |  |
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| any outstanding balances, the lessee is responsible fees and court costs associated with said proceeding  | for any and all attorney's fees, sheriff's   |  |  |
| In the event that the Board of Education should need  | The second secon |  |  |
| PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Devon Dzicek, 20 Washington St, North Haven CT, 203-537-4607  |  |  |  |
| SIGNATURE OFAPPLICANT DATE 3/6/2023   |  |  |  |
| APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS_   |  |  |  |
| ADMISSION (if any) n/a CHARGE TO BE   | 00000  |  |  |
| OPENING TIME 7AMCLOSING TIME 1130 AMPU  | URPOSE_Cookie Distribution   |  |  |
| SCHOOL REQUESTED West Side Middle School DATES April 1, 202   |  |  |  |
| (street) (city) (state)   | (zip code)   |  |  |
| ADDRESS 340 Washington St, Hartford, CT 06106   | TELEPHONE #_ 860-522-0163  |  |  |
|   | NAME OF ORGANIZATION Girl Scouts of CT   |  |  |

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE CONTRACT# 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT Special Olympics Connecticut, lax. TYPE OR USE PEN AND PRESS FIRMLY NAME OF ORGANIZATION (state) (zip code) SCHOOL REQUESTED 6/6/23 ROOMIS DPENING TIME 5,30 CLOSING TIME CHARGE TO BE DEVOTED TO ADMISSION (if any) APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: CHILDREN SIGNATURE OF APPLICANT PERSON(S) NAME, ADDRESS & BHONE NUMBER RESPONSIBLE FOR SUPERVISION: musu / eucic, Special

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

5 30- 7 pm Thursdays

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

### **BOARD OF EDUCATION**

Waterbury, Connecticut

### **COMMITTEE OF THE WHOLE**

Item #14.1

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve of a Memorandum of Agreement with Community Mental Health Affiliates (CMHA), at no cost, for implementation of Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB), subject to any non-substantive changes approved by the Corporation Counsel's office.



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505
miguel.pabon@waterbury.k12.ct.us

### **EXECUTIVE SUMMARY**

DATE: February 27, 2023

To: Board of Education

Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services  $\mathcal{M} \mathcal{P}$ 

RE: Approval for an Agreement between Community Mental Health Affiliates, Inc. (CMHA) and the

City of Waterbury

The Department of Education requests to enter into a no-cost agreement with Community Mental Health Affiliates, Inc. (CMHA) procured through a sole source for the purposes of providing behavioral health services to students in Waterbury Public Schools. The program will provide behavioral health staff trained in the treatment modalities of Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB), to deliver these services to students at no cost to the district.

The term of the contract is upon the signature of the parties and will be for the duration of one year upon execution.

The proposed contract is attached for your review and consideration, as an affidavit of Disclosure and Certification, and a tax clearance form for Community Mental Health Affiliates, Inc.

I appreciate your consideration in this regard, and respectfully request approval of this agreement.

#### MEMORANDUM OF UNDERSTANDING

for

### COGNITIVE BEHAVIORAL INTERVENTION FOR TRAUMA IN SCHOOLS AND BOUNCE BACK

#### between

### THE CITY OF WATERBURY

And

### COMMUNITY MENTAL HEALTH AFFILIATES

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City") and Community Mental Health Affiliates ("CMHA" or "Consultant") (Jointly referred to as the "Parties" to this MOU).

- 1. Purpose and Goals. The purpose of this MOU is a joint effort to provide evidence-based group treatment to children who are suffering from traumatic stress. The group model(s) that we will work together to implement are Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB). Our shared goals are to improve access to CBITS/BB for children connected to our partnership, improve the quality of CBITS/BB provided, and to ensure optimal outcomes for children and families affected by trauma. For the simplicity of language in this MOU, the terms "child, children, students, and youth" include all students up to the age of 22. This MOU will assist in reaching the following goals:
  - 1.1. Screening students so as to gain a greater awareness of their exposure to trauma or traumatic stress and associated symptomology;
  - 1.2. Improve access to CBITS/BB for students suffering from trauma;
  - 1.3. Achieve collaborative, quality implementation of CBITS/BB;
  - 1.4. Demonstrate improved child outcomes for children receiving CBITS/BB
- 2. Roles and Responsibilities. The above goals will be accomplished by undertaking the following activities, broken down by phase of implementation:

### 2.1. Prescreening and Consent.

- 2.1.1. Caregiver consent procedures should be discussed and approved by the City prior to distribution. The City shall decide if they want to use the standard school or district consent form as template or if they prefer to create a CBITS/BB specific consent form. CMHA shall assist the City in creating the consent form. The City will either upload the CMHA provided consent form onto Community Mental Health Affiliates letterhead or create their own consent form and place on Waterbury Public Schools letterhead for dissemination to identified caregivers/students.
- **2.1.2.** The City shall assist CMHA in obtaining parent/caregiver consent to screen referred students. Assistance includes partnering to make phone calls to caregivers,

providing information regarding the benefits of screening and treatment, developing an incentive program for the returning of screening consent forms, and in identifying useful outreach protocol for caregivers. CMHA will assist the City in identifying a way to present information about CBITS/BB to caregivers that will allow caregivers the opportunity to ask questions and complete necessary documentation.

2.1.3. CMHA and City administrators/key personnel will collaboratively develop a plan for identification of students, outreach to caregivers, and logistics around implementing groups. The City will create a referral process that enables CMHA to identify students to be screened. The City will ensure that CMHA is supported in finding confidential space to speak with students and/or caregivers about the CBITS Initiative.

### 2.2. Screening.

- 2.2.1. Screening for Evidence Based Practices requires utilization of standardized assessment measures to screen children for appropriateness for CBITS/BB, to determine their clinical needs, and monitor their progress. The City will identify a confidential/quiet location and time/protocol for the screening that considers the most orderly and discreet method for engaging students. CMHA will be responsible for proctoring the screening. In order to ensure confidentiality, student ID numbers may be used in place of student names.
- 2.2.2. CMHA will be required to furnish, collect, and score the screens. CMHA will be responsible for informing the City of outcomes of screening via scheduling a post-screening meeting to review results provided that CMHA received a copy of the initial consent form. The City and CMHA will collaborate to encourage eligible students to participate. CMHA will also review screening results with the parents/caregivers and will follow up with its own consent to treat process if the parents/caregivers decide to enroll their child in CBITS/BB.
- **2.2.3.** CMHA will furnish the following assessments, which are required for CBITS/BB participation:
  - **2.2.3.1.** Trauma Exposure Checklist (TEC): 17 item measure of exposure to potentially traumatic events (youth completed);
  - 2.2.3.2. Child Posttraumatic Stress Scale (CPSS): 17 item measure of PTSD symptoms (youth completed; pre- and post-group);
  - **2.2.3.3.** Ohio Scales: 40 items measuring problem behavior and functioning (youth completed; pre- and post-group);
  - **2.2.3.4.** Youth Services Survey for Families (YSS-F): 26 items measuring treatment satisfaction (parent completed; post-group only).

### 2.3. Group Implementation.

- 2.3.1. CMHA and City staff identified as a CBITS or BB facilitators will mutually ensure that group modules, parent/teacher/individual sessions, and case management are completed while maintaining fidelity to the CBITS/BB model. Case and group management includes identifying a consistent, confidential location in which to hold weekly groups, identifying confidential location to hold individual/teacher/parent sessions as needed, outreach (telephonic or face-to-face) with caregivers, making copies of all worksheets and handouts for each module, obtaining and furnishing all necessary materials for each module, identifying any supports/referrals that are needed for students and families as the group progresses and at the end of the group (based on student/caregiver request or based on outcomes of post-assessments), creating a referral list or template that identifies community- or school-based resources, completing EBP tracker data entry, and identifying alternate group days/times in the event that a group is cancelled due to unforeseen circumstances, and scheduling/organizing the completion of discharge assessment measures.
- 3. **Duration.** This MOU shall become effective on the date executed by the Mayor and will remain in effect for one (1) year, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date. By signing this MOU, each Party has agreed to the terms herein.
- 4. Funding. This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CMHA. Neither Party shall be responsible to compensate the other.
- 5. Criminal Background Check and DCF Registry Check. CMHA represents and warrants that it and its employees who may be assigned to perform the services required for the Pilot Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.
  - CMHA shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by CMHA who performs a service under this MOU, shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this MOU. The City and the Board shall rely on these representations.
- 6. Confidentiality/FERPA. CMHA shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. CMHA shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

- **6.1.** Any and all materials contained in City of Waterbury student files that are entrusted to CMHA or gathered by CMHA in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by CMHA shall be used solely for the purposes of providing services under this MOU.
  - 6.1.1. CMHA acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) CMHA and City shall comply with the requirements of said statute and regulations, as amended from time to time and CMHA agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, CMHA has no authority to make disclosures of any information from education records. CMHA shall instruct its employees of their obligations to comply with FERPA.

#### 7. Indemnification.

- 7.1. CMHA shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of CMHA, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of CMHA duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 7.2. In any and all claims against the City or any of its boards, agents, employees or officers by CMHA or any employee of CMHA, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 11.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CMHA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 7.3. CMHA understands and agrees that any insurance required by this MOU, or otherwise provided by CMHA, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4. CMHA expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CMHA, 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.
- 7.5. Royalties and Patents. CMHA 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 CMHA'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, CMHA 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 CMHA and as to any award made thereunder.
- 7.6. In the event this MOU and/or CMHA'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, CMHA 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 CMHA, or its subcontractor, omission or commission.
- 8. Insurance. CMHA agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CMHA shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

### 8.1. General Liability Insurance:

\$1,000,000.00 per occurrence \$2,000,000.00 aggregate \$2,000,000.00 Products and completed operations aggregate

- 8.2. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)
- **8.3. Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident \$1,000,000.00 EL Disease Each Employee \$1,000,000.00 EL Disease Policy Limit \$1,000,000.00

8.4. Professional Liability/E&O: \$1,000,000.00 each Wrongful Act \$1,000,000.00 Aggregate

8.5. Abuse/Molestation Liability Insurance: \$1,000.000.00 per Occurrence \$1,000,000.00 Aggregate

- 9. Termination for Convenience of the City. The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to CMHA.
- 10. Termination for Non-Appropriation. CMHA acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. CMHA therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
- 11. Nondiscrimination. The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
  - 12.1. City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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: <a href="https://www.waterburyct.org/services/city-clerk/code-of-ordinances">https://www.waterburyct.org/services/city-clerk/code-of-ordinances</a> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

- 12.2.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- 12.2.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- 12.2.3. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.
- 12.3. <u>Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances)</u>. The Signatories to this MOU 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.
- 13. Force Majeure. Neither CMHA nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.
- 14. Notice. Except as otherwise specifically prohibited in this MOU, whenever under this MOU approvals, authorizations, determinations, notices, satisfactions or waivers are required

or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Mary R. Gilhuly, CPA

Executive Vice President & Chief Financial Officer

Community Mental Health Affiliates

233 Main Street New Britain, CT 06051

City:

The City of Waterbury

Attn: Miguel Pabon, Director of Pupil Services

236 Grand Street Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel

City Hall Building

235 Grand Street, 3<sup>rd</sup> Floor Waterbury, CT 06702

- 15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. CMHA agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.
- 16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.
  - 16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.
- 17. Assignability. The Consultant shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this MOU may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

- 18. Governing Laws. This MOU, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 19. Entire Agreement. This MOU 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 MOU must be in writing and agreed to and executed by the City and CMHA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

| WITNESSES:  Sign & Date  White the state of | By:  Raymant J. Garman  Title: President (EE)  Date: A A 1 A 2023 |
|---|---|
| Sign & Date   | Date: <u>818113883</u>  |
| WITNESSES:  | CITY OF WATERBURY  By:  |
| Sign & Date   | Neil M. O'Leary, Mayor  Date:                                     |
| Sign & Date   | S   |

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Community Mental Health Affiliates, Inc. (CMHA) CRT22-546\Drafts\Draft 1.13.23.docx



#### RESOLUTION

I hereby certify that at a meeting of the Board of Directors of Community Mental Health Affiliates, Inc. duly called and held on June 23, 2022 in New Britain, Connecticut, the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect:

"RESOLVED: That Raymond J. Gorman, President and Chief Executive Officer of Community Mental Health Affiliates, Inc., Mary R. Gilhuly, Executive Vice President & Chief Financial Officer of Community Mental Health Affiliates, Inc., or Todd DeGroff, Chair of the Board of Directors of Community Mental Health Affiliates, Inc., is authorized to make, execute and approve on behalf of Community Mental Health Affiliates, Inc., any and all contracts and to execute and approve on behalf of Community Mental Health Affiliates, Inc., other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Directors."

AND I DO FURTHER CERTIFY that the above resolution has not in any way been altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Community Mental Health Affiliates, Inc. this 21 day of FCOUCY, 2023

Jenister Yarsawick

SEAL

# CITY OF WATERBURY DEPARTMENT OF FINANCE – RISK MANAGEMENT CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Community Mental Health Affiliates, Inc.

Requesting Department: BOE

Department Contact: Shelby Williams Shelby.williams@waterbury.k12.ct.us

Description of work to be performed: MOU Cognitive Behavioral Intervention for

Trauma in Schools and Bounce Back

**Estimated Contract Duration and End Date: multi** 

**Date Reviewed: 02/17/2023** 

Insurance Certificate Term: 09/30/2022 - 09/30/2023

**Payment / Performance Bond:** 

Verification of Existence of Fidelity and Surety in CT https://portal.ct.gov/-/media/CID/1 Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes

Risk Manager or Authorized Designee

#### Client#: 600334

COMMUMEN

ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in fieu of such endorsement(s).

| this certificate does not confer any rights to the certificate hol  |   |        |  |  |
|---|---|--------|--|--|
| PRODUCER  | CONTACT Julie A. Moore                                |        |  |  |
| RODUCER USI Insurance Services LLC 30 Preston Avenue Meriden, CT 06450 55 874-0123 ISURED Community Mental Health Affiliates, Inc | PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 888 |        |  |  |
| 530 Preston Avenue  | E-MAIL<br>ADDRESS: Julie.moore@usi.com                |        |  |  |
| Meriden, CT 06450   | INSURER(S) AFFORDING COVERAGE                         | NAIC # |  |  |
| 855 874-0123  | INSURER A : Great American Insurance Company          | 16691  |  |  |
| INSURED   | INSURER 8 : Great American Alliance Insurance Co.     | 26832  |  |  |
| Community Mental Health Affiliates, Inc<br>233 Main Street, 7th Floor   | INSURER C: Workers Compensation Trust (CT)            | NONE   |  |  |
|   | INSURER D:  |        |  |  |
| New Britain, CT 06051   | INSURER E :   |        |  |  |
|   | INSURER F:  |        |  |  |

| l        |   |                        | - 1   | INSUREN E .  |  |  |               |
|----------|---|------------------------|---|--|--|--|---------------|
|          |   |                        |   | INSURER F:   |  |  |               |
|          |   |                        | NUMBER:   |  |  |  |               |
| TH<br>IN | HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY P | QUIREMEN'<br>ERTAIN. 1 | T, TERM OR CONDITION OF<br>THE INSURANCE AFFORDER | FANY CONTRACT OF<br>DBY THE POLICIES   | DESCRIBED F  | IEREIN IS SUBJECT TO A                 | IO MUICH THIS |
| INSR     |   | ADDL SUBR              |   | POLICY EFF<br>(MM/DD/YYYY)   | POLICY EXP<br>(MM/DD/YYYY)   | LIMIT                                  | 5             |
| A        | X COMMERCIAL GENERAL LIABILITY  | III III III            | PAC417221101                                      |  | SHOW THE RESIDENCE OF THE PARTY | EACH OCCURRENCE                        | \$1,000,000   |
| 1        | CLAIMS-MADE X OCCUR   |                        |   |  |  | PREMISES (Ea occurrence)               | s1,000,000    |
|          | GRAMO-MARE [14] BOBBIN  |                        |   |  |  | MED EXP (Any one person)               | s20,000       |
|          |   |                        |   | - 1  |  | PERSONAL & ADV INJURY                  | s 1,000,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                        |   |  |  | GENERAL AGGREGATE                      | \$2,000,000   |
|          | POLICY PRO-   |                        |   |  |  | PRODUCTS - COMP/OP AGG                 | \$2,000,000   |
|          | OTHER:  |                        |   |  |  |  | \$            |
| A        | AUTOMOBILE LIABILITY  |                        | CAP417221201                                      | 09/30/2022   | 09/30/2023   | COMBINED SINGLE LIMIT<br>(Es accident) | s1,000,000    |
|          | X ANY AUTO  | 1 1                    |   |  |  | BODILY INJURY (Per person)             | \$            |
|          | OWNED AUTOS ONLY SCHEDULED AUTOS  |                        |   | REVISION NUMBER: STED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT RANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO A SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  POLICY NUMBER  POLICY FF, POLICY EXP PAID CLAIMS.  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY PROPERTY POLICY EXP PAID CLAIMS.  PERSONAL & ADV INJURY  GENERAL AGGREGATE  PRODUCTS - COMP/OP AGG  PROPERTY DAMAGE  (Per accident)  PROPERTY DAMAGE  (Per accident) | S  |  |               |
| 1        | X HIRED AUTOS ONLY  |                        |   |  |  |  | s             |
|          | ASTOS GIVE!   |                        |   |  |  |  | s             |
| В        | X UMBRELLA LIAB X OCCUR   |                        | UMB417221301                                      | 09/30/2022   | 09/30/2023   | EACH OCCURRENCE                        | \$8,000,000   |
|          | EXCESS LIAB CLAIMS-MADE   | 1 1                    |   |  | i î  | AGGREGATE                              | \$8,000,000   |
| l _      | DED X RETENTION \$10,000  | 1                      |   |  |  |  | \$            |
| C        | WORKERS COMPENSATION  |                        | WCP696  | 10/01/2022   | 10/01/2023   | X PER OTH-                             |               |
|          | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  N                 |                        |   |  |  | E.L. EACH ACCIDENT                     | \$2,500,000   |
|          | OFFICER/MEMBER EXCLUDED? N (Mandatory In NH)  | NIA                    |   |  |  | E.L. DISEASE - EA EMPLOYEE             |               |
|          | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |                        |   |  |  | E.L. DISEASE - POLICY LIMIT            | \$2,500,000   |
| A        | Professional Liab   |                        | PAC417221101                                      | 09/30/2022   | 09/30/2023   | \$1,000,000/\$2,000,0                  | 00            |
|          | Claims Made: Prof   |                        |   |  |  | Retrodate: 02/06/19                    | 98            |
| A        | Abuse/Molestation   |                        | PAC417221101                                      | 09/30/2022   | 09/30/2023   | \$1,000,000/\$2,000,0                  | 00            |
| DES      | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC  | LES (ACOR              | D 101, Additional Remarks Schad                   | ule, may be attached If me   | ore space is requ  | ilred)                                 |               |
| RE       | : Contract effective 09/01/2022 - 0   | 8/31/202               | 3, Cognitive Behaviora                            | al Intervention for  | Trauma in  | Schools                                |               |
| (CE      | BITS) and Bounce Back (BB) MOL  | J Agreem               | nent.   |  |  |  |               |

(CBITS) and Bounce Back (BB) MOU Agreement.

The General Liability and Automobile Liability policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a blanket Walver of Subrogation status to the certificate holder, only when there is a written contract or written agreement between the named insured and the

(See Attached Descriptions)

| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|--|
| AUTHORIZED REPRESENTATIVE  |
| John allecher  |
|  |

| DESCRIPTIONS (Continued from Page 1) sertificate holder that requires such status, and only with regard to the above referenced on behalf of the samed insured. The Workers' Compensation policy includes a Walver of Subrogation endorsement in favor of the sertificate holder as referenced above. The General Liability and Automobile Liability policies contains a special endorsement with Primary and Non-Contributory wording. |  |  |  |  |
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#### CITY OF WATERBURY

### Insurance Bid Specifications Recommendation RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Shelby Williams Shelby.williams@waterbury.k12.ct.us

Description of Project/Work/Services: Cognitive Behavioral Intervention for trauma in schools

and Bounce Back.

### **Insurance Requirements**

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

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

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

General Liability: \$1,000,000 each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/ Completed Operations Aggregate

12/22/22

Auto Liability: \$1,000,000 Combined Single Limit each Accident

Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits

Employer Liability (EL) \$1,000,000 EL each Accident

\$1,000,000 EL Disease each Employee \$1,000,000 EL Disease Policy Limits

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

\$1,000,000 Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$1,000,000each Occurrence \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

#### MEMORANDUM OF UNDERSTANDING

for

### COGNITIVE BEHAVIORAL INTERVENTION FOR TRAUMA IN SCHOOLS AND BOUNCE BACK

# between THE CITY OF WATERBURY And COMMUNITY MENTAL HEALTH AFFILIATES

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City") and Community Mental Health Affiliates ("CMHA" or "Consultant") (Jointly referred to as the "Parties" to this MOU).

- 1. Purpose and Goals. The purpose of this MOU is a joint effort to provide evidence-based group treatment to children who are suffering from traumatic stress. The group model(s) that we will work together to implement are Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB). Our shared goals are to improve access to CBITS/BB for children connected to our partnership, improve the quality of CBITS/BB provided, and to ensure optimal outcomes for children and families affected by trauma. For the simplicity of language in this MOU, the terms "child, children, students, and youth" include all students up to the age of 22. This MOU will assist in reaching the following goals:
  - 1.1. Screening students so as to gain a greater awareness of their exposure to trauma or traumatic stress and associated symptomology;
  - 1.2. Improve access to CBITS/BB for students suffering from trauma;
  - 1.3. Achieve collaborative, quality implementation of CBITS/BB;
  - 1.4. Demonstrate improved child outcomes for children receiving CBITS/BB
- 2. Roles and Responsibilities. The above goals will be accomplished by undertaking the following activities, broken down by phase of implementation:

### 2.1. Prescreening and Consent.

- 2.1.1. Caregiver consent procedures should be discussed and approved by the City prior to distribution. The City shall decide if they want to use the standard school or district consent form as template or if they prefer to create a CBITS/BB specific consent form. CMHA shall assist the City in creating the consent form. The City will either upload the CMHA provided consent form onto Community Mental Health Affiliates letterhead or create their own consent form and place on Waterbury Public Schools letterhead for dissemination to identified caregivers/students.
- 2.1.2. The City shall assist CMHA in obtaining parent/caregiver consent to screen referred students. Assistance includes partnering to make phone calls to caregivers,

providing information regarding the benefits of screening and treatment, developing an incentive program for the returning of screening consent forms, and in identifying useful outreach protocol for caregivers. CMHA will assist the City in identifying a way to present information about CBITS/BB to caregivers that will allow caregivers the opportunity to ask questions and complete necessary documentation.

2.1.3. CMHA and City administrators/key personnel will collaboratively develop a plan for identification of students, outreach to caregivers, and logistics around implementing groups. The City will create a referral process that enables CMHA to identify students to be screened. The City will ensure that CMHA is supported in finding confidential space to speak with students and/or caregivers about the CBITS Initiative.

### 2.2. Screening.

- 2.2.1. Screening for Evidence Based Practices requires utilization of standardized assessment measures to screen children for appropriateness for CBITS/BB, to determine their clinical needs, and monitor their progress. The City will identify a confidential/quiet location and time/protocol for the screening that considers the most orderly and discreet method for engaging students. CMHA will be responsible for proctoring the screening. In order to ensure confidentiality, student ID numbers may be used in place of student names.
- 2.2.2. CMHA will be required to furnish, collect, and score the screens. CMHA will be responsible for informing the City of outcomes of screening via scheduling a post-screening meeting to review results provided that CMHA received a copy of the initial consent form. The City and CMHA will collaborate to encourage eligible students to participate. CMHA will also review screening results with the parents/caregivers and will follow up with its own consent to treat process if the parents/caregivers decide to enroll their child in CBITS/BB.
- **2.2.3.** CMHA will furnish the following assessments, which are required for CBITS/BB participation:
  - **2.2.3.1.** Trauma Exposure Checklist (TEC): 17 item measure of exposure to potentially traumatic events (youth completed);
  - 2.2.3.2. Child Posttraumatic Stress Scale (CPSS): 17 item measure of PTSD symptoms (youth completed; pre- and post-group);
  - 2.2.3.3. Ohio Scales: 40 items measuring problem behavior and functioning (youth completed; pre- and post-group);
  - **2.2.3.4.** Youth Services Survey for Families (YSS-F): 26 items measuring treatment satisfaction (parent completed; post-group only).

### 2.3. Group Implementation.

- 2.3.1. CMHA and City staff identified as a CBITS or BB facilitators will mutually ensure that group modules, parent/teacher/individual sessions, and case management are completed while maintaining fidelity to the CBITS/BB model. Case and group management includes identifying a consistent, confidential location in which to hold weekly groups, identifying confidential location to hold individual/teacher/parent sessions as needed, outreach (telephonic or face-to-face) with caregivers, making copies of all worksheets and handouts for each module, obtaining and furnishing all necessary materials for each module, identifying any supports/referrals that are needed for students and families as the group progresses and at the end of the group (based on student/caregiver request or based on outcomes of post-assessments), creating a referral list or template that identifies community- or school-based resources, completing EBP tracker data entry, and identifying alternate group days/times in the event that a group is cancelled due to unforeseen circumstances, and scheduling/organizing the completion of discharge assessment measures.
- 3. **Duration.** This MOU shall become effective on the date executed by the Mayor and will remain in effect for one (1) year, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date. By signing this MOU, each Party has agreed to the terms herein.
- **4. Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CMHA. Neither Party shall be responsible to compensate the other.
- 5. Criminal Background Check and DCF Registry Check. CMHA represents and warrants that it and its employees who may be assigned to perform the services required for the Pilot Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.
  - CMHA shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by CMHA who performs a service under this MOU, shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this MOU. The City and the Board shall rely on these representations.
- 6. Confidentiality/FERPA. CMHA shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. CMHA shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

- 6.1. Any and all materials contained in City of Waterbury student files that are entrusted to CMHA or gathered by CMHA in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by CMHA shall be used solely for the purposes of providing services under this MOU.
  - 6.1.1. CMHA acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) CMHA and City shall comply with the requirements of said statute and regulations, as amended from time to time and CMHA agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, CMHA has no authority to make disclosures of any information from education records. CMHA shall instruct its employees of their obligations to comply with FERPA.

### 7. Indemnification.

- 7.1. CMHA shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of CMHA, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of CMHA duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 7.2. In any and all claims against the City or any of its boards, agents, employees or officers by CMHA or any employee of CMHA, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 11.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CMHA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 7.3. CMHA understands and agrees that any insurance required by this MOU, or otherwise provided by CMHA, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4. CMHA expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CMHA, 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.
- 7.5. Royalties and Patents. CMHA 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 CMHA'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, CMHA 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 CMHA and as to any award made thereunder.
- 7.6. In the event this MOU and/or CMHA'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, CMHA 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 CMHA, or its subcontractor, omission or commission.
- 8. Insurance. CMHA agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CMHA shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."
  - 8.1. General Liability Insurance:

\$1,000,000.00 per occurrence \$2,000,000.00 aggregate \$2,000,000.00 Products and completed operations aggregate

- 8.2. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)
- **8.3. Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident \$1,000,000.00 EL Disease Each Employee \$1,000,000.00 EL Disease Policy Limit \$1,000,000.00

8.4. Professional Liability/E&O: \$1,000,000.00 each Wrongful Act \$1,000,000.00 Aggregate

8.5. Abuse/Molestation Liability Insurance: \$1,000.000.00 per Occurrence \$1,000,000.00 Aggregate

- 9. Termination for Convenience of the City. The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to CMHA.
- 10. Termination for Non-Appropriation. CMHA acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. CMHA therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
- 11. Nondiscrimination. The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
  - 12.1. City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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: <a href="https://www.waterburyct.org/services/city-clerk/code-of-ordinances">https://www.waterburyct.org/services/city-clerk/code-of-ordinances</a> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

- 12.2.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- 12.2.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- 12.2.3. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.
- 12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this MOU 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.
- 13. Force Majeure. Neither CMHA nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.
- 14. Notice. Except as otherwise specifically prohibited in this MOU, whenever under this MOU approvals, authorizations, determinations, notices, satisfactions or waivers are required

or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Mary R. Gilhuly, CPA

Executive Vice President & Chief Financial Officer

Community Mental Health Affiliates

233 Main Street

New Britain, CT 06051

City:

The City of Waterbury

Attn: Miguel Pabon, Director of Pupil Services

236 Grand Street Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel

City Hall Building

235 Grand Street, 3<sup>rd</sup> Floor Waterbury, CT 06702

- 15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. CMHA agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.
- 16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.
  - 16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.
- 17. Assignability. The Consultant shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this MOU may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

- 18. Governing Laws. This MOU, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 19. Entire Agreement. This MOU 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 MOU must be in writing and agreed to and executed by the City and CMHA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

|             | COMMUNITY MENTAL HEALTH AFFILIATES |
|-------------|------------------------------------|
| WITNESSES:  |                                    |
| Sign & Date | By:                                |
| Sign & Date | Date:                              |
|             |                                    |
| Sec.        |                                    |
| WITNESSES:  | CITY OF WATERBURY                  |
| Sign & Date | By: Neil M. O'Leary, Mayor         |
|             | Date:                              |
| Sign & Date |                                    |

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Community Mental Health Affiliates, Inc. (CMHA) CRT22-546\Drafts\Draft 1.13.23.docx

### THE CITY OF WATERBURY <u>MEMORANDUM</u>

From:

Delinquent Tax Office

Date 2/9/2023

To:

Jerry Gay- Contract Manager

**Department of Education** 

Subject:

Tax Clearance

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

Community Mental Health Affiliates, Inc. 233 Main St.
New Britain, CT

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

Very truly yours,

NJO/wmf

Nancy J. Olson, CCMC

Deputy Revenue Collections Manager

City of Waterbury

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 Canachat  |
|--|
| County of Herethard SS.:   |
| Mary R Gilhuly Execution, being first duly sworn, deposes and says that:   |
| 1. I am the owner, partner, officer, representative, agent or of contractor that has submitted the attached agreement. (Contractor's Name), the  |
| 2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;   |
| 3. That as a person desiring to contract with the City (check <u>all</u> that apply):  |
| 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  |
| & N/4-CMITA Files avadrennial M-3 Form   |

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 <u>all</u> 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<br>(if none state NONE) | Service<br>or<br>Material | DOB     |
|-----------------|--------------|--|---------------------------|---------|
| 1 11any 6. Muly | Exec VI ICTU | NUNU aut                                   | hurzer                    | 2/11/19 |
| 2               | \            | -51  | aner                      | ( )     |
| 3               |              | tra  | CUD.                      |         |
| 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<br>or<br>Material | DOB |
|---|-----------|-------------|---|---------------------------|-----|
| 1 | MM HA hus | privaled 1  | lockshops b City                        | of Wirter                 | MIL |
| 3 | Q V       | SCICIL EMUT | may Trhuma Set                          | ICC)                      |     |
| 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<br>Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
|                      |         |                   |
| 2                    |         |                   |
| 3                    |         |                   |
| 4                    |         |                   |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list <u>all</u> 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    |       |     |         |
| 2    |       |     |         |
| 3    |       |     |         |
| 4    |       |     |         |

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

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

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

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL<br>PLACE<br>OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1          |                                 |                                   |
| 2          |                                 |                                   |
| 3          |                                 | -1                                |
| 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:                 | NIA                          |
| Witness                         | Name of Partnership/Business |

|   | By:  |
|---|--|
|   | Address of Business  |
| State of  | )<br>) SS  |
| County of   | )  |
|   | being duly sworn,  |
| Deposes and says that he/she ishe/she answers to the foregoing quescorrect. | of and that stions and all statements therein are true and                 |
| Subscribed and sworn to before me to  | this day of 20   |
| My Commission Expires:  | (Notary Public)  |
| For Corporation  Witness  Witness   | Name of Corporate Signatory  253 Main St New Britain ( Address of Business |
|   | By:  Name of Authorized Corporate Officer  Its:  Title                     |

| State of Connecticut)   |
|---|
| County of tartford )  |
| County of tart tovo )   |
| deposes and says that he/she is Frenchive Up ( To of Community Mental Health and Affiliates Inc       |
| deposes and says that he she is which the foregoing questions and all statements therein are true and |
| correct.  |
| Subscribed and sworn to before me this  |
| a Sillian Macharelo   |
| My Commission Expires: (Notary Public)  |
|   |
| LILLIAN MACHAVELO   |
| NOTARY PUBLIC OF CONNECTICUT My Commission Expires 1/31/2024  |



233 Main St, 7th Floor | New Britain, CT 06051 | Office: 860.826.1358 | Fax: 860.229.6575

February 3, 2023

Shelby M. Williams, MPA Grants Coordinator Waterbury Public Schools 236 Grand Street Waterbury, CT 06702

### Dear Ms. Williams:

This letter serves as a Letter of Intent for Community Mental Health Affiliates, Inc., to enter into a sole-source MOU with Waterbury Public School (WPS). Community Mental Health Affiliates is a local mental health and substance abuse services provider in the Waterbury area that has behavioral health staff trained in the treatment modalities of Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB). CMHA will collaborate with Waterbury Public School in obtaining a parent/caregiver consent to screen referred students as to gain a greater awareness of their exposure to trauma or traumatic stress and associated symptomology for improved child outcomes for children receiving CBITS/BB. Screenings include a trauma exposure checklist, child posttraumatic stress scale, Ohio scales, and a youth services survey.

CMHA has been providing CBITS and Bounce Back since 2016. Since then, we have trained 16 clinicians in CBITS, and 15 clinicians trained in Bounce Back. We currently have 8 clinicians trained in CBITS, and 7 clinicians trained in Bounce Back. Fidelity measures include a two-day training, followed by mandatory consult calls with Child Health Development Institute (CHDI), who is contracted by the Department of Children's and Families. Additionally, clinicians attend monthly group supervision within CMHA.

Very Truly Yours,

Mary R. Gilhuly, CPA

Executive Vice President &

Chief Financial Officer



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505
miguel.pabon@waterbury.k12.ct.us

February 15, 2023

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

Dear Mr. McCaffery:

The Special Education Department is seeking your permission to designate Community Mental Health Affiliates, Inc. (CMHA) as a sole source provider, as they are a local mental health services provider in the Waterbury area that has behavioral health staff trained in the treatment modalities of Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB); and will provide staff to deliver these services to students in Waterbury at <u>no cost</u>. CMHA has been utilizing and providing these treatment modalities (CBITS and Bounce Back) since 2016. They also already a rapport with the greater Waterbury community, and also have had other contracts with the City of Waterbury, and they would like to continue serving Waterbury Public Schools to promote positive student outcomes. Attached please find a letter of intent from CMHA.

Thank you in advance for your consideration in approving this request to allow us to develop an agreement with CMHA to provide behavioral health services to Waterbury students at no cost.

Respectfully Submitted,

Miguel Pabón

Director of Pupil Services

KEVIN McCAFFERY DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

# THE CITY OF WATERBURY

CONNECTICUT

To:

Miguel A. Pabón, Director of Pupil Services

From:

Kevin McCaffery, Director of Purchasing

Subject:

Sole Source for Community Mental Health Affiliates, Inc for CBITS and

Bounce Back

Date:

February 23, 2023

After review of the attached memo, it is clear that CMHA is the logical choice to provide mental health services such as CBITS and Bounce Back since they have been providing these services free of charge since 2016. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

Client#: 600334

COMMUMEN

#### ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on any rights to the contificate holder in lieu of such andors

| PRODUCER  | CONTACT Julie A. Moore                                     |       |  |  |  |
|---|--|-------|--|--|--|
| USI Insurance Services LLC                          | PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 888 813- |       |  |  |  |
| 530 Preston Avenue                                  | E-MAIL<br>ADDRESS: Julie.moore@usi.com                     |       |  |  |  |
| Meriden, CT 06450                                   | INSURER(S) AFFORDING COVERAGE                              | NAIC# |  |  |  |
| 855 874-0123  | INSURER A: Great American Insurance Company                | 16691 |  |  |  |
| INSURED   | INSURER B : Great American Alliance Insurance Co.          | 26832 |  |  |  |
| Community Mental Health Affiliates, Inc             | INSURER C: Workers Compensation Trust (CT)                 | NONE  |  |  |  |
| 233 Main Street, 7th Floor<br>New Britain, CT 06051 | INSURER D:   |       |  |  |  |
|   | INSURER E:   |       |  |  |  |
|   | INSURER F :  |       |  |  |  |

| CO      | VERA        | GES CER  | TIFICATE              | NUMBER:  |                            |                            | REVISION NUMBER:                            |               |
|---------|-------------|--|-----------------------|--|----------------------------|----------------------------|---|---------------|
| II<br>C | NDICATERTIF | TO CERTIFY THAT THE POLICIES<br>TED. NOTWITHSTANDING ANY RE-<br>ICATE MAY BE ISSUED OR MAY F<br>SIONS AND CONDITIONS OF SUCH | QUIREMEN<br>ERTAIN, 1 | T, TERM OR CONDITION OF ANY<br>THE INSURANCE AFFORDED BY 1 | CONTRACT OF                | R OTHER DO:<br>DESCRIBED I | CUMENT WITH RESPECT<br>HEREIN IS SUBJECT TO | TO WHICH THIS |
| NSF     | ۲           |  | ADDL SUBR             | POLICY NUMBER  | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT                                       | rs            |
| Α       | X           | COMMERCIAL GENERAL LIABILITY   |                       | PAC417221101   | 09/30/2022                 | 09/30/2023                 | EACH OCCURRENCE                             | s 1,000,000   |
|         |             | CLAIMS-MADE X OCCUR  |                       |  | 1                          |                            | PREMISES (Ea occurrence)                    | s1,000,000    |
|         |             |  |                       |  |                            |                            | MED EXP (Any one person)                    | \$20,000      |
|         |             |  |                       |  |                            |                            | PERSONAL & ADV INJURY                       | s 1.000.000   |

|   | CLAIMS-MADE A OCCUR                                    | 1. | 1            |            | 1          | PREMISES (Ea occurrence)               | 31,000,000  |
|---|--|----|--------------|------------|------------|--|-------------|
|   |  | İ  |              |            |            | MED EXP (Any one person)               | \$20,000    |
|   |  |    |              |            |            | PERSONAL & ADV INJURY                  | s1,000,000  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:                     | 1  |              |            |            | GENERAL AGGREGATE                      | \$2,000,000 |
| 1 | POLICY PRO-<br>JECT LOC                                | 1  |              |            | İ          | PRODUCTS - COMP/OP AGG                 | s2,000,000  |
|   | OTHER:   |    |              |            |            |  | s           |
| A | AUTOMOBILE LIABILITY                                   |    | CAP417221201 | 09/30/2022 | 09/30/2023 | COMBINED SINGLE LIMIT<br>(Ea accident) | s1,000,000  |
| 1 | X ANY AUTO   | 1  |              | í i        |            | BODILY INJURY (Per person)             | S           |
|   | OWNED SCHEDULED AUTOS ONLY                             | 1  |              |            |            | BODILY INJURY (Per accident)           | \$          |
|   | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY              |    |              |            |            | PROPERTY DAMAGE<br>(Per accident)      | 5           |
|   |  |    |              |            |            |  | s           |
| В | X UMBRELLA LIAB X OCCUR                                |    | UMB417221301 | 09/30/2022 | 09/30/2023 | EACH OCCURRENCE                        | s8,000,000  |
| 1 | EXCESS LIAB CLAIMS-MADE                                |    |              |            |            | AGGREGATE                              | s8,000,000  |
|   | DED X RETENTION \$10,000                               |    |              |            | j          |  | s           |
| С | WORKERS COMPENSATION                                   |    | WCP696       | 10/01/2022 | 10/01/2023 | X PER OTH-                             |             |
| l | ANY PROPRIETOR/PARTNER/EXECUTIVE                       | .  |              |            |            | E.L. EACH ACCIDENT                     | s2,500,000  |
|   | OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)       | `  |              |            |            | E.L. DISEASE - EA EMPLOYEE             | s2,500,000  |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below |    |              |            |            | E.L. DISEASE - POLICY LIMIT            | s2,500,000  |
| A | Professional Liab                                      |    | PAC417221101 | 09/30/2022 | 09/30/2023 | \$1,000,000/\$2,000,0                  | 00          |
|   | Claims Made: Prof                                      |    |              |            |            | Retrodate: 02/06/19                    | 98          |

Abuse/Molestation PAC417221101 09/30/2022 09/30/2023 \$1,000,000/\$2,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract effective 09/01/2022 - 08/31/2023, Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB) MOU Agreement.

The General Liability and Automobile Liability policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a blanket Waiver of Subrogation status to the certificate holder, only when there is a written contract or written agreement between the named insured and the (See Attached Descriptions)

| CERTIFICATE HOLDER  | CANCELLATION   |
|---|--|
| The City of Waterbury and<br>Waterbury Board of Education<br>235 Grand Street | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Waterbury, CT 06702   | AUTHORIZED REPRESENTATIVE  |
| ř.  | John Gelleckon   |

| DESCRIPTIONS (Continued from Page 1)   |  |  |  |  |  |  |  |
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| ertificate holder that requires such status, and only with regard to the above referenced on behalf of the amed insured. The Workers' Compensation policy includes a Waiver of Subrogation endorsement in favor of the ertificate holder as referenced above. The General Liability and Automobile Liability policles contains a pecial endorsement with Primary and Non-Contributory wording. |  |  |  |  |  |  |  |
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Client#: 600334

#### COMMUMEN

#### ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| and certificate does not come, any rights to the certificate helder i |  |            |  |  |  |  |
|---|--|------------|--|--|--|--|
| PRODUCER  | CONTACT Julie A. Moore                               |            |  |  |  |  |
| USI Insurance Services LLC  | PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 88 | 8 813-0463 |  |  |  |  |
| 530 Preston Avenue  | E-MAIL<br>ADDRESS: julie.moore@usi.com               |            |  |  |  |  |
| Meriden, CT 06450   | INSURER(S) AFFORDING COVERAGE                        | NAIC#      |  |  |  |  |
| 855 874-0123  | INSURER A : Great American Insurance Company         | 16691      |  |  |  |  |
| INSURED   | INSURER B : Great American Alliance Insurance Co.    | 26832      |  |  |  |  |
| Community Mental Health Affiliates, Inc                               | INSURER C: Workers Compensation Trust (CT)           | NONE       |  |  |  |  |
| 233 Main Street, 7th Floor  | INSURER D:   |            |  |  |  |  |
| New Britain, CT 06051   | INSURER E:   |            |  |  |  |  |
|   | INSURER F:   |            |  |  |  |  |
| COVERAGES CERTIFICATE NUMBER:   | REVISION NUMBER:                                     |            |  |  |  |  |

| COVERAGES   | CERTIFICATE NUMBER:                                    | REVISION NUMBER:  |  |  |  |  |
|-------------|--|---|--|--|--|--|
|             |  | BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  |  |  |  |  |
|             |  | ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS     |  |  |  |  |
| CERTIFICATE | MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED   | BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, |  |  |  |  |
| EXCLUSIONS  | AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE | BEEN REDUCED BY PAID CLAIMS.                                  |  |  |  |  |

| INSR<br>LTR | TYPE OF INSURANCE   | ADDL SUBR | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT  | 5  |
|-------------|---|-----------|---------------|----------------------------|----------------------------|--|--|
| Α           | CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:   |           | PAC417221101  |                            |                            | EACH OCCURRENCE  DAMAGE TO RENTED PREMISES (La occurrence)  MED EXP (Any one person)  PERSONAL & ADV INJURY  GENERAL AGGREGATE | \$1,000,000<br>\$1,000,000<br>\$20,000<br>\$1,000,000<br>\$2,000,000 |
|             | POLICY JECT LOC OTHER:  |           |               |                            |                            | PRODUCTS - COMP/OP AGG  COMBINED SINGLE LIMIT  | \$2,000,000<br>\$  |
| Α           | X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY   |           | CAP417221201  | 09/30/2022                 | 09/30/2023                 | COMBINED SIMPLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)  | \$1,000,000<br>\$<br>\$<br>\$<br>\$                                  |
| В           | X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE   |           | UMB417221301  | 09/30/2022                 |                            | EACH OCCURRENCE AGGREGATE  | s8,000,000<br>s8,000,000<br>s  |
| С           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A       | WCP696        | 10/01/2022                 | 10/01/2023                 | X PER OTH- E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT   | \$2,500,000<br>\$2,500,000<br>\$2,500,000                            |
| Α           | Professional Liab<br>Claims Made: Prof  |           | PAC417221101  | 09/30/2022                 | 09/30/2023                 |  |  |
| Α           | Abuse/Molestation   |           | PAC417221101  | 09/30/2022                 | 09/30/2023                 | \$1,000,000/\$2,000,0  | 00   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract effective 10/13/2022 - 07/13/2023, Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB) MOU Agreement.

The General Liability and Automobile Liability policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a blanket Waiver of Subrogation status to the certificate holder, only when there is a written contract or written agreement between the named insured and the (See Attached Descriptions)

| CERTIFICATE HOLDER                                   | CANCELLATION   |
|--|--|
| The Waterbury Public School District 236 Grand St #1 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Waterbury, CT 06702                                  | AUTHORIZED REPRESENTATIVE  |
| 1  | Joden Gillocker.   |

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| DESCRIPTIONS (Continued from Page 1)   |  |  |  |  |  |  |  |  |
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| certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The Workers' Compensation policy includes a Waiver of Subrogation endorsement in favor of the certificate holder as referenced above. The General Liability and Automobile Liability policies contains a special endorsement with Primary and Non-Contributory wording. |  |  |  |  |  |  |  |  |
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# **BOARD OF EDUCATION**

Waterbury, Connecticut

# **COMMITTEE ON FINANCE**

Item #15.1

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the U.S. Department of Energy "Renew America's Schools Grant".



# Waterbury Public Schools

Office of Competitive Grants Louise Allen Brown, J.D., M.P.A., Grant Writer

March 10, 2023

Honorable Board of Education City of Waterbury 236 Grand Street Waterbury, CT 06702

Re: Renew America's Schools Grant - U.S. Department of Energy

Dear President Sweeney and Board of Education Commissioners:

The U.S. Department of Energy recently announced a grant for energy improvements at public schools. The Renew America's Schools Grant offers substantial funding to school districts for energy projects at one or more schools. Applicants may apply for between \$500,000 and \$15,000,000 for projects to be completed over a period of up to five years.

This grant program has a two-phase process. First, applicants must submit a Concept Paper. To submit the Concept Paper for Waterbury Public Schools, I consulted with the City's energy consulting firm, CSW Energy. With key input from CSW, I submitted a Concept Paper for the district and five schools, in late January, 2023. The U.S. Department of Energy reviewed all of the Concept Papers and sent notification to applicants either "encouraging" or "discouraging" submission of a Full Application. Waterbury received an "encourage" letter. For that reason, our district is now positioned to develop and submit a full grant application.

The Waterbury proposed project consists of three complementary energy initiatives: rooftop solar photovoltaic (PV) systems, battery energy storage systems, and electric vehicle (EV) charging stations – at five public schools (Generali, Bucks Hill, Sprague, and Tinker Elementary Schools, and Crosby High School). Further details of the project appear in my Grant Highlights document.

The preliminary cost estimate for the proposed project is \$12,866,000. Matching funds of a minimum of 5% of the total project costs are required from applicants. The Chief Financial Officer (D. Biolo) has approved funds for the 5% local match, estimated at \$643,300, for use in the event this grant is awarded to Waterbury.

The grant Full Application deadline is April 21, 2023. However, grant guidance from the funder is that the electronic grant submission through the application portal EERE eXCHANGE, should be done a couple of days prior to deadline if possible "to allow for full upload of application documents and to avoid any potential technical glitches with EERE eXCHANGE." I respectfully request your permission to apply for this Renew America's Schools Grant from the U.S. Department of Energy.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin Darren Schwartz Doreen Biolo Rosh Maghfour Renew America's Schools Grant Program U.S. Department of Energy March 10, 2023 Louise Allen Brown, WPS Grant Writer

# Grant Highlights

## **Program Purpose:**

This grant program is an energy program that provides funding for projects that address "historic inequities in school facilities investments, reduce school energy expenditures, help schools lead the nation in solving the climate crisis, and create well-paying union jobs. Energy consumption at U.S. public K-12 schools is a significant source of U.S. greenhouse gas emissions and the second highest operational expense to schools, second only to salaries....Every dollar saved on utility bills is a dollar that can be better spent on educating children....Consistent with Executive Order 14008,12 this FOA is designed to help meet the goal that 40% of the overall benefits of certain federal investments in clean energy and climate solutions flow to disadvantaged communities, as defined by the Department pursuant to the Executive Order and to drive the creation of accessible well-paying jobs with the free and fair chance for workers to join a union." [U.S. Dept. of Energy Funding Opportunity Announcement (FOA)]

## **Eligible Applicants:**

"(a) one local educational agency (LEA) and

(b) one or more schools; nonprofit organizations; for-profit organizations; or community partners that have the knowledge and capacity to partner and assist with energy improvements." [FOA]

**Grant Amount:** \$500,000. to \$15,000,000. (\$500 million available)

**Matching Funds**: at least 5% of project costs

**Grant Period**: up to 60 months

Application Deadline: April 21, 2023

# **Program Requirements:**

Applications must address one of two Topic Areas: High-Impact Energy Efficiency and Health Improvements or Innovative Energy Technology Packages. Applications are accepted in a two-phase process: Concept Papers (Due Jan., 2023) and Full Applications (Due April, 2023). Concept Papers are reviewed by the U.S. Dept. of Energy and applicants receive a letter either "encouraging" or "discouraging" submission of a Full Application. [FOA]

# **Proposed Project:**

The Waterbury proposal addresses Topic Area 2-Energy Technology Packages, "innovative energy technology packages." In its Concept Paper, the district proposed to implement three innovative and complementary clean energy technologies – rooftop solar photovoltaic (PV) systems, battery energy storage systems, and electric vehicle (EV) charging stations – at five public schools (Generali, Bucks Hill, Sprague, and Tinker Elementary Schools, and Crosby High School). The proposed project schools have either had a recent roof replacement

(Generali-2022) or are slated for roof replacement in the next few years (Bucks Hill, Sprague, Tinker and Crosby).

With the continuously rising costs of electricity in Connecticut, the solar PV systems will afford the community significant financial benefits through electric bill savings. Additionally, according to the City's energy consultants at CSW Energy, "by displacing fossil-based electricity generation from the ISO-New England grid, the proposed solar PV systems will create local, regional, and global environmental benefits through reduction in criteria air pollutants (e.g., NOx and SO2) and greenhouse gas emissions (e.g., CO2)." These benefits and emissions reductions, are shown below:

| School<br>Name | Est. 25-yr solar<br>prod. (MWh) | Forecasted solar savings | Forecasted NOx reductions (lbs.) | Forecasted SO2 reductions (lbs.) | Forecasted CO2 reductions (mt) |
|----------------|---------------------------------|--------------------------|----------------------------------|----------------------------------|--------------------------------|
| Bucks Hill     | 2,115.87                        | \$195,117                | 529                              | 85                               | 628                            |
| Sprague        | 4,254.79                        | \$918,111                | 1,064                            | 170                              | 1,262                          |
| Crosby         | 21,968.73                       | \$2,025,869              | 5,492                            | 879                              | 6,517                          |
| Tinker         | 4,257.03                        | \$972,248                | 1,064                            | 170                              | 1,263                          |
| Generali       | 3,930                           | \$847,961                | 982                              | 157                              | 1,166                          |
| TOTAL          | 36,526                          | \$4,959,306              | 9,132                            | 1,461                            | 10,835                         |

# [from CSW Energy]

The clean, renewable energy generated by the solar PV systems will charge on-site battery energy storage systems located at each of the project schools. The battery energy storage systems offer emergency backup power and improved resilience and reliability. The EV charging stations to be installed at the five project schools will be publicly available during non-school hours. This will help fill a statewide gap in EV charging station access for low-and moderate income residents, and will be particularly valuable for Waterbury residents who are renters in multi-family homes who may not have access to convenient at-home charging.

Waterbury proposes a five-year (60 month) grant performance period. Given that rooftop solar deployment cannot begin until there is a new roof, the project timeline will be driven by the anticipated re-roofing schedule: Generali's roof was replaced in 2022; Sprague and Tinker will be replaced in 2023-2024; and Bucks Hills and Crosby High School will be replaced in 2024-2025. Therefore, Waterbury will design and construct the three clean energy technologies (solar PV, battery storage, and EV Charging) on the following grant implementation schedule: Generali Elementary School (Years 1-2); Sprague and Tinker Elementary Schools (Years 2-3); Bucks Hill Elementary and Crosby High School (Years 4-5).

### **Budget:**

The total project cost for the proposal will approximate \$12,866,000. The local match of 5% therefore, will be approximately \$643,300. The Chief Financial Officer (Doreen Biolo) has approved funds that can be used for the required local match, if the grant is awarded to the district.

Below are details of the preliminary cost estimates for the three proposed clean energy innovations:

| School<br>Name | Solar cost estimate | EV Charger cost estimate | Battery cost estimate | Total project cost estimate | Federal grant share (95%) | Waterbury<br>share (5%) |
|----------------|---------------------|--------------------------|-----------------------|-----------------------------|---------------------------|-------------------------|
| Bucks Hill     | \$298,000           | \$725,000                | \$665,000             | \$1,688,000                 | \$1,603,600               | \$84,400                |
| Sprague        | \$584,000           | \$715,000                | \$775,000             | \$2,074,000                 | \$1,970,300               | \$103,700               |
| Crosby         | \$2,070,000         | \$825,000                | \$2,150,000           | \$5,045,000                 | \$4,792,750               | \$252,250               |
| Tinker         | \$416,000           | \$830,000                | \$775,000             | \$2,021,000                 | \$1,919,950               | \$101,050               |
| Generali       | \$418,000           | \$775,000                | \$845,000             | \$2,038,000                 | \$1,936,100               | \$101,900               |
| TOTAL          | \$3,786,000         | \$3,870,000              | \$5,210,000           | \$12,866,000                | \$12,222,700              | \$643,300               |

[from CSW Energy]

While in-kind contributions are allowed by the funder, that is not feasible for this project. The Waterbury proposal will require cash contributions from the district for all or nearly all of the required match (5%), due to the need to engage contractors to accomplish the proposed project.

However, on the advice of the energy consultants at CSW Energy, the district will likely be able to seek funds to defray the local cost share by applying for State clean energy incentive program funds from up to four sources:

- 1) CT DAS Office of School Construction Grants & Review (CT DAS OSCG&R) grants for solar: CT DAS OSCG&R provides non-priority state grant support for solar photovoltaic projects at schools, authorized under CGS 10-283(b) ("[A]t any time within the limit of available grant authorization and within the limit of appropriated funds, the Commissioner of Administrative Services, in consultation with the Commissioner of Education, may approve applications for grants and make payments for such grants, for any of the following reasons:... (F) to purchase and install ... photovoltaic panels."). This CT DAS OSCG&R program requires a school district to apply to DAS OSCG&R for a grant commitment. Once a grant commitment is in place, and a qualified solar installer is selected through a competitive bid process, DAS OSCG&R offers reimbursement of eligible costs from the solar installation and construction up to the amount of the grant commitment. (The current reimbursement rate for Waterbury is 79.29%).
- 2) Connecticut Green Bank Battery Storage Solutions Program: The CT Green Bank is currently administering an incentive program for the installation of battery energy storage systems in the State. This program offers upfront incentives to help reduce the cost of purchasing a battery system, with a maximum incentive of 50% of the project cost. Customers enrolled in the Program will also receive performance incentive payments based on the average power their electric storage project contributes to the grid during critical periods.
- 3) Eversource EV Charging Rebate Program: Eversource is currently administering a rebate program for non-residential Eversource electric service customers who purchase and install qualified electric vehicle charging stations at facilities including workplace, light-duty fleets, public charging, and multifamily properties with five or

more units. Installations in disadvantaged communities (such as Waterbury), may be eligible for rebates up to \$40,000 for Level 2 chargers, and up to \$250,000 for DC fast chargers. The rebate is available after the installation of the qualified EV charging infrastructure.

4) **Eversource Non-residential Solar Incentive Program:** Eversource is currently administering a competitive non-residential (NRES) solar incentive program that provides a financial payment based on solar electricity produced, on a \$/kWh basis, over 20-years. Eversource conducts two competitive bid solicitations each year, and there is no guarantee that any particular bid will be successful in this program. This is a potential source of revenue to Waterbury based on the projected solar production at these school solar arrays over 20 years.

# **BOARD OF EDUCATION**

Waterbury, Connecticut

# **COMMITTEE ON FINANCE**

Item #15.2

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with J. A. Rosa, LLC for six auditorium upgrades/improvements at the following: Crosby High School, Kennedy High School, Rotella Magnet School, Waterbury Arts Magnet School, West Side Middle School, and Wilby High School.



# Rosh Maghfour

Interim Education Building & Facilities Project Manager

(203) 573-6640

rmaghfour@waterbury·k12·ct·us

**Date:** March 9, 2023

**To:** Honorable Board of Aldermen Members

Honorable Board of Education Commissioners

From: Rosh Maghfour, Interim Education Buildings & Facilities Project Manager

**Re:** Professional Services Agreement for Auditorium Renovations at Crosby/ Wallace,

Wilby/North End, Kennedy, Waterbury Arts Magnet, Rotella and West Side

Middle with JA Rosa Construction, LLC.

Waterbury Public Schools respectfully requests your review and approval of the above mentioned construction contract with JA Rosa Construction, LLC. in the amount of \$ 6,612,400.00 for auditorium renovations at Crosby/ Wallace, Wilby/ North End, Kennedy, Waterbury Arts Magnet, West Side and Rotella Magnet School. The project is funded through the Elementary and Secondary School Emergency Relief funds (ESSER II) and aligns with the grant use of funds.

This agreement was initiated under Request for Proposal #7497. There were two responsible proposers of which JA Rosa Construction, LLC. was the most qualified bidder. Under this agreement, JA Rosa Construction, LLC, shall renovate and upgrade the auditorium spaces, complete with ADA access modifications, new seating, new state of the art audiovisual and lighting systems, new fire-rated stage curtains, new acoustical panels, new AV booths, aisle lighting and refinishing of the stages.

JA Rosa Construction LLC. Shall substantially complete all work and services requited under this contract within 150 consecutive calendar days of the City's written Notice to Proceed and shall reach final completion within 180 consecutive days.

Thank you for your consideration.

C: Dave Heavener, KBE



# Rosh Maghfour

Interim Education Building & Facilities Project Manager (203) 573-6640

rmaghfour@waterbury·k12·ct·us

Construction Contract for Six Auditorium Upgrades between City of Waterbury and J.A. Rosa, 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 **J.A. ROSA**, **LLC**, located at 17 Town Line Road, Wolcott, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to Request for Proposal ("RFP") No. 7506 for the selective demolition and performance of all associated improvements to six school auditoriums; and

WHEREAS the City accepted the Contractor's bid for RFP No. 7506; and

**WHEREAS** the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract (the "Project").

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

- 1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "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) 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 selective demolition and performance certain upgrades at six school auditoriums located at the following schools in Waterbury: Crosby High School (300 Pierpont Road), Kennedy High School (422 Highland Avenue), Rotella Magnet School (380 Pierpont Road), Waterbury Arts Magnet School (16 South Elm Street), West Side Middle School (480 Chase Parkway) and Wilby High School (568 Bucks Hill Road). All work shall be performed and completed in accordance with Project's plans and specifications, all of which are more particularly detailed and described in the Bid Documents in Attachment A. Attachment B includes the ARPA (defined below) required contract provisions and, along with Attachment A, are hereby made material provisions of this

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

- **1.1.1** City's **RFP No. 7506**;
- **1.1.2** Addendums \_ through \_ to **RFP No. 7506** (attached hereto);
- **1.1.3** Contractor's Price Proposal consisting of two pages and submitted as part of Section 1.1.5 below (attached hereto);
- **1.1.4** Contractor's Additional Work Cost Proposal, dated February 27, 2023, consisting of two pages (attached hereto);
- 1.1.5 Contractor's Response with associated attachments to RFP No. 7506, dated January 25, 2023, consisting of 36 pages, (attached hereto);
- **1.1.6** "City of Waterbury, Board of Education, **RFP No. 7506**, "Scope of Services" (also referred to as "Technical Specifications"), consisting of 506 pages and dated November 30, 2022, and as accessed through a link provided in **RFP No. 7506**;
- 1.1.7 "Site Map" with List of Drawings prepared by Friar Architect's, Inc., dated November 30, 2022, consisting of 104 pages, and as accessed through a link provided in **RFP No. 7506**;
- **1.1.8** State of Connecticut Prevailing Wage Schedule dated November 28, 2022, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference).
- **1.1.9** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- **1.1.10** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- **1.1.11** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- **1.1.12** All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("ARPA") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "ESSER") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "CONSTRUCTION CONTRACTS REQUIRED CONTRACT PROVISIONS AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021,"; and
- **1.1.14** All applicable permits and licenses (incorporated by reference).
- **1.2.** The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) 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. If any provision in the Contract Documents conflict with any other provision therein, the

#### FINAL FOR EXECUTION CONSTRUCTION CONTRACT for J.A. Rosa for

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provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- **1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;
- **1.2.2** Contract Amendment(s) and Change Orders;
- **1.2.3** The Contract;
- **1.2.4** Addendums to **RFP No. 7506**;
- **1.2.5 RFP No. 7506** including "City of Waterbury, Board of Education, **RFP No. 7506**, Scope of Services/Technical Specifications, all as accessed through a link contained in such **RFP**;
- **1.2.6** Contractor's Price Proposal;
- **1.2.7** Contractor's Response; and
- **1.2.8** 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

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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 all resulting costs it incurs during the Project;
- **3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;
- **3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;
- **3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7506** (collectively, the "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 carefully studied 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 Contractor 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 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.
- **3.5.** Cleaning Up. The Contractor shall always 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

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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 always 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 under 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 like 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 (including KBE Building Corporation) to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- **3.14.** Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.
- **3.15. ARPA/ESSER.** The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by same.
- 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; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.
  - **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

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materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

- 5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within one hundred fifty (150) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within one hundred eighty (180) consecutive days of the City's written Notice to Proceed ("Contract Time").
  - **5.1. Attachment C** is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

## 5.2. Delay Damages

- **5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.
  - **5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.
  - **5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of

State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

- 5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.
- **6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all 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 **SIX MILLION SIX HUNDRED TWELVE THOUSAND FOUR HUNDRED DOLLARS (\$6,612,400)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid and additional work cost proposal, dated February 27, 2023, set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

#### A. Crosby High School

- i. \$1,130,228 (base payment)
- ii. \$18,615 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any);

#### B. Kennedy High School

- i. \$2,262,758 (base payment)
- ii. \$23,239 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any);

#### C. Rotella Magnet School

- **i.** \$621,209 (base payment)
- ii. \$19,803 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any);

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### D. Waterbury Arts Magnet School

- **i.** \$620,999 (base payment)
- ii. N/A (allowance/alternates); and
- iii. N/A (change orders, if any);

#### E. West Side Middle School

- **i.** \$722,235 (base payment)
- ii. \$16,746 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any); and

### F. Wilby High School

- **i.** \$1,149,647 (base payment)
- ii. \$26,921 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any).
- **6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not 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 Contractor'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 **RFP No. 7506** 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 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 fees.
- **6.7. Attorney's Fees and Costs.** The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.
- **6.8.** 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.
- **6.9. 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.
- **6.10.** 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:

# **6.10.1** 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.

## **6.10.2** Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

- 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 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 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. 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**. The City's 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 worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

### 9. Indemnification.

- 9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor 's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- **9.2.** In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor

or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.
- **9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.
- **9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- **9.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- 10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the 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 and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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, always 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 \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

- 11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- \$3,000,000.00 each occurrence and \$3,000,000.00 aggregate.
- 11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.
- 11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.
- 11.6. Cancellation: The City of Waterbury and KBE Building Corporation 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, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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 noncontributory 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 and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". 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 OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT OF 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.
  - **12.1. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.
  - **12.2.** Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
    - 12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of

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

- 12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.
- 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. Place Holder.

- 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. Contractor Corrective 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 corrective 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 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, because 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. Place Holder.

## 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 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 if 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. Regarding 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 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, one or 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,

## FINAL FOR EXECUTION CONSTRUCTION CONTRACT for J.A. Rosa for

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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.
  - 17.3 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 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.

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- 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

# $\label{eq:final_for_exact} \textbf{FINAL FOR EXECUTION CONSTRUCTION CONTRACT} \ \ \text{for J.A.} \ \ \text{Rosa for}$

Six Auditorium Upgrades as described in RFP No. 7506

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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 as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.
- **27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The

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

- **27.2.3** City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.
- 27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.
- **27.4.** Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.
- 28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP No. 7506 and (ii) the Contractor's Bid response to RFP No. 7506, dated January 25, 2023. 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 because 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 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.

### FINAL FOR EXECUTION CONSTRUCTION CONTRACT for J.A. Rosa for

Six Auditorium Upgrades as described in RFP No. 7506

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- **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:

J.A. Rosa, LLC

17 Town Line Road Wolcott, CT 06716

City:

City of Waterbury

Corporation Counsel's Office

Third Floor 235 Grand Street Waterbury, CT 06702

- **34.** City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether 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.

#### FINAL FOR EXECUTION CONSTRUCTION CONTRACT for J.A. Rosa for

Six Auditorium Upgrades as described in RFP No. 7506

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- **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

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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 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 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:
  - Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
  - 35.2 <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work contemplated.
  - 35.3 <u>Bidder</u>: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
  - **35.4** <u>City</u>: The City of Waterbury, acting directly or through specifically authorized personnel.
  - 35.5 <u>Construction Supervisor</u>: An employee of the City of Waterbury, or another City duly authorized person.
  - 35.6 <u>Contract Time</u>: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (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.

# FINAL FOR EXECUTION CONSTRUCTION CONTRACT for J.A. Rosa for

Six Auditorium Upgrades as described in RFP No. 7506

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- 35.8 <u>Final Completion</u>: 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 <u>Notice to Proceed</u>: 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** <u>Plans</u>: 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 <u>Shop Drawings</u>: 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 <u>Specifications or Technical Specifications</u>: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 <u>Subcontractor</u>: 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 <u>Substantial Completion</u>: 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 <u>Substitution</u>: 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** <u>Supplementary General Conditions</u>: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

# FINAL FOR EXECUTION CONSTRUCTION CONTRACT for J.A. Rosa for

Six Auditorium Upgrades as described in RFP No. 7506

**JPY** 3.9.2023

- 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 <u>Using Agency</u>: School Inspector's Office, Department of Education.

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: | J.A. ROSA, LLC                    |
|            | By: John A. Rosa, Managing Member |
|            | <br>Date:                         |

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# ATTACHMENT A

**JPY** 3.9.2023

# ATTACHMENT B

**JPY** 3.9.2023

# ATTACHMENT C



# Rosh Maghfour

Interim Education Building & Facilities Project Manager (203) 573-6640

rmaghfour@waterbury·k12·ct·us

# **BOARD OF EDUCATION**

Waterbury, Connecticut

# **COMMITTEE ON FINANCE**

Item #15.3

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with United Staging and Rigging, LLC for rental of staging equipment for Waterbury Arts Magnet School's production of *Footloose*.



Nicholas J. Albini, *Principal*Jennifer A. Deeley, *Assistant Principal*Joseph Nole, *Assistant Principal*Maria P. Stasaitis, Ed. D., *Assistant Principal* 







A Nationally Recognized Leader in Urban Arts Education.

March 13, 2023

Board of Education c/o Carrie Swain-BOE Clerk 236 Grand Street Waterbury, CT 06702

Re: Agreement between Waterbury Arts Magnet School and United Staging and Rigging

Dear Honorable Board Members:

Attached for your review and approval is an agreement between Waterbury Arts Magnet School (WAMS) and United Staging and Rigging. The term of the Agreement is for the show dates of the WAMS Production of "Footloose" on April 5, 2023 and April 6, 2023. The cost of this agreement is \$2,171.62.

The Agreement provides that United Staging and Rigging will provide scaffolds and rigging for the set of the WAMS Production of "Footloose" on The Palace Theater.

Nicholas J. Albini, Principal

Waterbury Arts Magnet School

Preparation · Service · Integrity

Waterbury Arts Magnet School is a safe and encouraging learning community that promotes 21st century academic and artistic rigor by providing a diverse group of students the opportunity to develop skills and character needed to be responsible, respectful, and productive citizens in a global community.

#### **AGREEMENT**

for

# RENTAL OF STAGING EQUIPMENT

#### between

## **CITY OF WATERBURY**

and

## UNITED STAGING AND RIGGING, LLC

**THIS AGREEMENT** ("Agreement" or Contract"), effective on the date executed by the Mayor, is by and between the CITY OF WATERBURY (the "City" or "Customer"), a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 235 Grand Street, Waterbury, Connecticut 06702, and United Staging and Rigging, LLC (the "Contractor"), a duly licensed Limited Liability Corporation located at 250 Fifth Street, Bridgeport, CT. (Jointly referred to as the "Parties" to this Agreement).

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

#### 1. PURPOSE

The City of Waterbury, through its educational programming at the Waterbury Arts Magnet School, will present a student theatrical production known as Footloose. To produce and present that production, the City desires to procure from Contractor the equipment specifically set forth in U012801 attached hereto and made part of this Contract as Attachment A.

Customer shall be solely responsible for the use, operation, maintenance and repair of the rented items and/or equipment by its agents, servants, contractors and/or employees, whether paid or volunteer, visitors or invitees and shall keep the same in good working order, condition and repair.

Customer agrees to maintain the rented items and/or equipment in good condition and repair, and to return the items and/or equipment to United Staging in good condition and repair, reasonable wear and tear expected. Customer shall be responsible for all damages to rented items and/or equipment, for any reason whatsoever, and shall pay to United Staging actual costs for repair or actual replacement costs if same is returned in a condition beyond repair or in need of repair. The risk of loss for rented items and/or equipment shall pass to the Customer upon delivery. United Staging must notify Customer in writing of any damage no later than five (5) business days after the rented items or equipment are returned the United Staging.

# 2. RENTAL OF EQUIPMENT

**2.1 Term.** It is expressly understood that the rental is for the period April 1, 2023 through April 7, 2023 at 1:00 pm.

# 3. SUSPENSION, TERMINATION and DEBARMENT

- 3.1 Contractor represents that it is not listed on the government-wide exclusions in the System for Award Management and will not contract with any excluded entity.
- 3.2 Termination.

- **3.2.1 Termination of Agreement for Cause.** If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- **3.2.2** 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 Agreement by the Contractor. The Contractor shall be liable for any and all costs incurred by the City in terminating this Agreement, in whole or in part, including, but not limited to, reasonable attorney fees and any court awarded fees and costs.
- **3.2.3** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits, if applicable.
- 3.3 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided herein, the Contractor will be paid for services covered by this Agreement actually performed by the Contractor to the date of termination, less payments of compensation previously made, if applicable.
  - **3.3.1** In no event shall the City be obligated to pay or otherwise compensate the Sub-Recipient for any lost or expected future profits, if applicable.
- 3.4 Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation, and that, consequently, this Agreement is subject to the appropriation of funds by the City and/or its Federal funding source sufficient to fund this Agreement for each budget year in which it is in effect. The Contractor, therefore, agrees that, in the event of such non-appropriation, the City shall have the right to terminate this Agreement, in whole or in part, without penalty, at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law, by giving written notice of such termination from the City to the Contractor.
  - **3.4.1** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits, if applicable.
- 3.5 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Agreement if the City materially breaches this Agreement, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure such breach by the end of said thirty-day period.

#### 4. PAYMENT

**4.1** It is hereby expressly agreed that the total amount to be paid by the City to the Contractor under this Agreement shall not exceed Two Thousand One Hundred Seventy-One and 62/100 Dollars (\$2,171.62).

# 5. NOTICES

- **5.1** Communication and details concerning this Agreement shall be sent by email and by certified mail, return receipt requested.
  - **5.1.1** In the event, such as coronavirus, it becomes advised or otherwise prudent for health and safety reasons, to provide notice in regard to this Agreement via electronic means, the Parties may send such communications and details by electronic-mail, provided that, when appropriate, and any risks, safety or health concern(s) are sufficiently alleviated, the communications will be sent in accordance with the above in Section 10.1.
- **5.2** Notices, communications and details concerning this Agreement shall be directed to the following contract representatives:

# CITY OF WATERBURY:

Brittany Biolo Grants Facilitator WAMS 16 South Elm Street Waterbury, CT 06706 (203) 573-6300 Ext. 43201

#### **CONTRACTOR:**

Luke Lohnes Account Executive United Staging & Rigging, LLC 250 Fifth Street Bridgeport, CT 06607 (203) 416-5380

## 6. INSURANCE

- 6.1 Unless specifically waived by the City in writing, prior to the effective date of this Agreement, the Contractor shall have obtained all insurance protecting the City as required under this section and contained in APPENDIX C and shall have obtained the City's approval of such insurance. The Contractor shall require any subcontractor that provides services under this contract to have necessary insurance required of any such subcontractor meeting the same requirements of the insurance required of the Contractor. Insurance shall be provided by insurers satisfactory to the City and authorized to do business in the State of Connecticut, and that have at least an "A-" A.M. Best Rating and at least a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, the following insurance coverage at no cost to the City:
  - Insurance providing for a per Occurrence limit of One Million Dollars (\$1,000,000) to protect against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations of the Contractor; and advertising and personal injury (P1) liability; and a total (or Aggregate) limit of Two Million Dollars (\$2,000,000).
  - ii. Automobile Liability Insurance: Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the Contractor in connection with this Agreement, including any amendments hereto, in the following amount: One Million Dollars (\$1,000,000) Combined Single Limit, Each Accident Coverage for all damages arising out of bodily injuries to or

death of all persons during the policy period and for all damages arising out of injury to or destruction of property.

- **Workers Compensation Coverage:** Adequate insurance, in accordance with the statutory limits required by the State of Connecticut, providing protection from claims under Workers Compensation Acts arising out of or connected with performance of the Contractor's service under this Agreement, including any amendments hereto. Employer Liability (EL), \$500,000 EL each accident.
- iv. Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate.
- v. Certificates of Insurance: The Contractor shall, prior to the execution of this Agreement, provide the City with Certificate(s) of Insurance evidencing the aforementioned insurance coverage applicable to the City, which shall provide for a ten (10) day written notice of cancellation to the City prior to the cancellation of any insurance. The Certificates of Insurance must read: The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation and be written on an Occurrence basis."
  - a. The certificates shall be subject to approval by the City. The Contractor shall provide replacement and/or renewal certificates prior to the expiration of the policy(ies). Said certificate(s) shall contain a provision that any policies cancelled prior to the expiration of coverage, notice of such cancellation will be delivered in accordance with the policy provisions afforded and mailed to the and a copy to the City, Corporation Counsel's Office, 235 Grand Street, Waterbury, CT 06702.
- vi. The Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders, and forward copies of any new policies or updates as they become effective or upon request.
- vii. 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 invoice or offset the Contractor's invoices for the cost of said insurance.
- viii. Risk Manager. No deviance shall be allowed from the insurance coverage and/or requirements set forth in this Article 12 unless approved, in writing, by and in the sole discretion of the Risk Manager of the City of Waterbury.

# 7. HOLD HARMLESS

7.1 The Contractor shall indemnify, defend, and hold harmless the City and 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 which the Contractor is required to perform pursuant to this Agreement, provided that any such claim, suit, damage, loss, judgment, cost or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than as may be required by this Agreement as part of the services to be performed by the Contractor), including the loss of use resulting therefrom, and (b) is caused in whole or in part by any willful or negligent act or omission of the Sub-Recipient, 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.

- 7.2 In any and all claims against the City or any of its agents, officials and employees 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 provisions set forth in Paragraph 14.1 above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Sub-Recipient or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 7.3 The Contractor expressly understands and agrees that any performance or other bond or insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

[Signature page follows.]

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

| WITNESSES:  | CITY OF WATERBURY             |
|-------------|-------------------------------|
| Sign:       | By:                           |
| Print name: | Neil M. O'Leary, Mayor        |
|             |                               |
| Sign:       | Date:                         |
| Print name: |                               |
| WITNESSES:  | UNITED STAGING & RIGGING, LLC |
| Sign:       | By:                           |
| Print name: |                               |
|             | Its:                          |
| Sign:       | Date:                         |
| Print name: |                               |

# **Attachment A**





ORDER #: U012801

ACCOUNT EXECUTIVE: LUKE LOHNES

DATE: 02/08/2023

WATERBURY ARTS MAGNET SCHOOL TO:

WATERBURY PALACE THEATER SHIP TO:

ATTN:

ALICIA MAGLIARO

CONTACT:

ADDRESS:

16 SOUTH ELM ST.

WATERBURY CT 06787

VENUE:

WATERBURY PALACE THEATER

100 EAST MAIN ST.

WATERBURY CT 06702

SHOW NAME:

FOOTLOOSE! STAGING

PHONE:

E-MAIL:

203-573-6300

USR 24' TRUCK

FAX:

203-

alicia.magliaro@waterbury.k12.ct.us

Delivery:

P.O. NUMBER:

SHIP VIA:

SHIPPING SCHEDULE

Order Fulfillment:

03/31/2023 04/01/2023 5:00 PM 8:00 AM Strike:

Pick-up/Return:

04/07/2023

1:00 PM

TOTAL.

**EQUIPMENT** 

ITEM DESCRIPTION

QTY **STAGING** 

4'X40 WIDE X 72" TALL

STEEL DECK 4X8 -- USR 5

STEEL DECK STRUCTURE ALLOTMENT 61" - 108" 5

STEEL DECK BOLTS (3/8" x 2.5" complete sets) 50

STEEL DECK LEGS 72" 12

STEEL DECK TOOL \*KIT\* 2

RATCHET WRENCH STANDARD 3/8" DRIVE 2

SOCKET 9/16" DEEP 3/8" DRIVE 2

COMBINATION WRENCH 9/16" 2

STEEL DECK SKIRT \*KIT\*

VELCRO ROLL 1" MALE PS BLACK (BY THE YARD)

STAPLE GUN

STAPLES - BOX 1

UTILITY KNIFE 1

STEEL DECK COUPLERS RIGHT (SILVER) 6

STEEL DECK COUPLERS LEFT (GOLD) 6

STEEL DECK HANDRAIL 4'X44"H 19

STEEL DECK HANDRAIL THREADED BACKER PLATE W/ KNOB 38

UNI-DEC STAIR ADJUSTABLE 48"-78" - 8 STEP \*KIT\* 2

UNI-STAIR ADJUSTABLE 48"-78" 8 STEP 2

UNI-STAIR HANDRAIL 48"-78" (GOLD)

**BRACING PIPE** 

DIAGONAL BRACE 99" W/ 1/2 BORO (CORAL)

STAGING Total

1,301.00

SHIPPING

DELIVER 24' USR TRUCK\*

250.00

PICK UP 24' USR TRUCK\*

250.00

**LABOR** 

**NEW YORK** 

250 Fifth Street Bridgeport, CT 08607 203.416.5380 FAX 203.416.5387

BOSTON

179 Ward Hill Ave Haverhill, MA 01835 781,376,9180 FAX 203,416,5387

STATUS: Quote



ORDER#: U012801

ACCOUNT EXECUTIVE: LUKE LOHNES

DATE: 02/08/2023

QTY PERSONNEL

RATE OT RATE DT RATE DAYS!

DT HRS OT HRS HRS

**EXTND TOTAL** 

LOAD IN-

CT - USR SITE SUPERVISOR (8HRS MIN)\* 1

600.00

900.00 1200.00

1.00

600.00

SUMMARY

COMMENTS:

\$1,131.00 Rentals:

Sales:

20.00 % Order disc:

\$260.20

\$600.00 Labor: \$170.00

Misc:

Damage Waiver:

Service Charge: \$30.82

Consumable:

Shipping:

\$500.00

Tax:

TOTAL ESTIMATE \$2,171.62

TERMS:

PREPAY CREDIT CARD

# **BOARD OF EDUCATION**

Waterbury, Connecticut

# **COMMITTEE ON FINANCE**

Item #15.4

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with All State Construction, Inc. for HVAC Upgrades/Replacements at Gilmartin and Duggan Elementary Schools, subject to any non-substantive changes approved by the Corporation Counsel's Office.



# Rosh Maghfour

Interim Education Building & Facilities Project Manager

(203) 573-6640

rmaghfour@waterbury·k12·ct·us

**Date:** March 14, 023

**To:** Honorable Board of Aldermen Members

Honorable Board of Education Commissioners

From: Rosh Maghfour, Interim Education Buildings & Facilities Project Manager

**Re:** Construction Contract for HVAC Upgrades/Replacements at Gilmartin and

Duggan Elementary Schools with All State Construction, Inc.

Waterbury Public Schools respectfully requests your review and approval of the above mentioned construction contract with All State Construction, Inc. in the amount of \$3,198,000 for HVAC Upgrades/Replacements at Gilmartin and Duggan Elementary Schools. The project is funded through the Elementary and Secondary School Emergency Relief funds (ESSER II) and aligns with the grant use of funds.

This agreement was initiated under Request for Proposal #7497. There were three responsible proposers of which All State Construction, Inc. was the most qualified bidder. Under this agreement, All State Construction, Inc. shall replace ten rooftop units at Duggan and seven rooftop units at Gilmartin including water-side hydronic pumps, drives and equipment due to the approaching end of useful life of the existing units within the next year. In addition to life cycle concerns and mounting repairs, all existing rooftop units have refrigerant slated by the EPA to be phased out in 2025 due to environmental concerns. Both projects shall be completed on or before October 31,2023.

Thank you for your consideration.

c: Dave Heavener, KBE

# Construction Contract for

# HVAC Upgrades/Replacements at The Gilmartin and Duggan Elementary Schools between City of Waterbury

and
All State Construction, 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

ALL STATE CONSTRUCTION, INC., 449 Cooke Street, Farmington, Connecticut, a duly

registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to Request for Proposal ("RFP") Number 7497 for HVAC upgrades and replacements at The Gilmartin and Duggan Elementary Schools located at 94 Spring Lake Road and 38 West Porter Street, respectively, in Waterbury, Connecticut; and

WHEREAS the City accepted the Contractor's bid for RFP Number 7497; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract (the "Project").

## NOW THEREFORE THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "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) 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 HVAC upgrades/replacements at The Gilmartin and Duggan Elementary Schools located in Waterbury, Connecticut and all as more particularly detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract. Attachments A, B (referred to in 1.1.12 below) and C (referred to in 5.1 below) are hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City's RFP Number 7497, including Attachment A to the form Construction Contract contained therein and titled, "Construction Contracts Required Contract Provisions American Rescue Plan Act Funded Projects, Dated June 2021";
- **1.1.2** Addendums 1 through 3 to **RFP Number 7497** (attached hereto);
- **1.1.3** Contractor's Price Proposal (revised), dated March 10, 2023, consisting of 3 pages and all of which is attached hereto;
- **1.1.4** Contractor's Response with associated attachments to **RFP Number 7497**, dated March 1, 2023, consisting of 56 pages, (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, RFP Number 7497, which was part of a link listed in RFP Number 7497 (HVAC Upgrades & Replacements: Duggan & Gilmartin Construction Docs), Scope of Services" (also referred to as "Technical Specifications"), consisting of approximately 3 pages (attached hereto);
- 1.1.6 "Site Map" with List of Drawings prepared by AI Engineers, Inc., consisting of 47 pages for The Gilmartin Elementary School and The Duggan Elementary School, collectively (attached hereto);
- 1.1.7 State of Connecticut Prevailing Wage Schedule dated December 16, 2022, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference).
- **1.1.8** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- **1.1.9** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- **1.1.10** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- **1.1.11** All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("ARPA") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "ESSER") are incorporated by reference, as well as Attachment B, titled "CONSTRUCTION CONTRACTS REQUIRED CONTRACT PROVISIONS AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021" to the extent such provisions are applicable"; and
- **1.1.13** All applicable 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. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- **1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;
- **1.2.2** Amendment(s) and Change Orders;
- **1.2.3** This Contract;
- 1.2.4 Addendums to RFP Number 7497;
- 1.2.5 RFP Number 7497 including "City of Waterbury, Board of Education, Scope of Services/Technical Specifications contained therein as part of the link titled, HVAC Upgrades & Replacements: Duggan & Gilmartin Construction Docs;
- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response; and
- 1.2.8 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 all resulting costs it incurs during the Project;
- **3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;
- **3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;
- **3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 7497** (collectively, the "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 carefully studied 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 Contractor 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 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or Attachment A or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.
- **3.5.** Cleaning Up. The Contractor shall always 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 always 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 under 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 like 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 on or before September 30, 2023, and shall reach Final Completion on or before October 31, 2023 ("Contract Time").
  - **5.1.** The Contractor's approved construction schedule is attached as **Attachment C**. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

#### 5.2. Delay Damages

- **5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.
  - **5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.
  - 5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.
- 5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.
- **Compensation.** The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6. No claims for

## FINAL FOR EXECUTION CONSTRUCTION CONTRACT for The Gilmartin and Duggan Elementary Schools HVAC Upgrades/Replacement Work RFP No. 7497

JPY 3.14.23

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 **THREE MILLION ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (3,198,000)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:
  - A. The Gilmartin Elementary School \$1,281,000
  - i. \$1,281,000 (base payment); and
  - ii. N/A (change orders, if any).
  - B. The Duggan Elementary School \$1,917,000
  - i. \$1,917,000 (base payment); and
  - ii. N/A (change orders, if any).
- **6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not 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 **RFP Number 7497** 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 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 fees.
- **6.7.** Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.
- **6.8.** 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.
- **6.9. 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.

- **6.10.** 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:
  - **6.10.1** 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.

#### **6.10.2** Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

- 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 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 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. 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**. The City's 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 worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

#### 9. Indemnification.

- 9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor 's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- **9.2.** In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor

or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.
- 9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.
- **9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- **9.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- 10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the 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 and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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, always 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 \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

- 11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$5,000,000.00 each occurrence and \$5,000,000.00 Aggregate.
- 11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each occurrence/claim and \$2,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.
- 11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.
- 11.6. Cancellation: The City of Waterbury and KBE Building Corporation 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, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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 noncontributory 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 and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". 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

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- 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 OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT OF 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.
  - 12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.
  - **12.2.** Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
    - 12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works

- project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- 12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.
- 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.
- 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. Contractor Corrective 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 corrective 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 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.
- 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, because 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. Placeholder.

#### 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 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 if 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. Regarding 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 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, one or 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.
  - 17.3 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 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

### FINAL FOR EXECUTION CONSTRUCTION CONTRACT for The Gilmartin and Duggan Elementary Schools HVAC Upgrades/Replacement Work RFP No. 7497

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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 as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.
- **27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.
- 27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case

- the procedures set forth above shall apply to the Contractor's response to the modified change request.
- 27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.
- **27.4.** Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.
- 28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 7497 and (ii) the Contractor's Bid response to RFP Number 7497, dated March 1, 2023. 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 because 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 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: All State Construction, Inc.

449 Cooke Street

Farmington, CT 06032

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 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: <a href="http://www.waterburyct.org/content/458/539/default.aspx">http://www.waterburyct.org/content/458/539/default.aspx</a> [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 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 <u>Additional Work</u>: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
  - 35.2 <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work contemplated.
  - 35.3 <u>Bidder</u>: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
  - **35.4** <u>City</u>: The City of Waterbury, acting directly or through specifically authorized personnel.
  - **35.5** <u>Construction Supervisor</u>: An employee of the City of Waterbury, or another City duly authorized person.
  - 35.6 <u>Contract Time</u>: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (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 <u>Final Completion</u>: 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.
  - 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** <u>Plans</u>: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 <u>Project Engineer or Manager</u>: 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 initially, KBE Building Corporation.
- 35.12 <u>Shop Drawings</u>: 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 <u>Specifications or Technical Specifications</u>: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 <u>Subcontractor</u>: 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 <u>Substantial Completion</u>: 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** <u>Substitution</u>: 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: School Inspector's Office, Department of Education.

## **FINAL FOR EXECUTION CONSTRUCTION CONTRACT** for The Gilmartin and Duggan Elementary Schools HVAC Upgrades/Replacement Work RFP No. 7497

IPV 3 14 23

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

| WITNESSES:  | CITY OF WATERBURY            |
|-------------|------------------------------|
|             | By:Neil M. O'Leary, Mayor    |
| <del></del> | Date:                        |
| WITNESSES:  | ALL STATE CONSTRUCTION, INC. |
|             | Ву:                          |
|             | Its                          |
|             | Date:                        |

# **FINAL FOR EXECUTION CONSTRUCTION CONTRACT** for The Gilmartin and Duggan Elementary Schools HVAC Upgrades/Replacement Work RFP No. 7497

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#### ATTACHMENT A

# REQUEST FOR PROPOSAL #7497 BY THE CITY OF WATERBURY DEPARTMENT OF EDUCATION FOR HVAC UPGRADE/REPLACEMENT GILMARTIN AND DUGGAN ELEMENTARY SCHOOLS

The City of Waterbury, Department of Education (hereinafter "City"), is seeking Proposals for the GILMARTIN AND DUGGAN ELEMENTARY SCHOOLS HVAC UPGRADES/REPLACEMENT WORK (hereinafter "Project") with the intention of entering into a contract for the furnishing of all labor, materials, tools, and equipment necessary to execute and properly finish the Project, as detailed and described herein.

Please find the link below to all pertinent documents (drawings and specifications for the work.

HVAC Upgrades & Replacements: Duggan & Gilmartin - Construction Docs

#### A. Background and Intent

The Waterbury Board of Education is seeking to engage one qualified vendor to provide new HVAC equipment and all associated components required to ensure proper installation and integration with supporting building systems for the Duggan Elementary School located at 38 West Porter Street, Waterbury CT and Gilmartin Elementary School located at 94 Spring Lake Road, Waterbury, CT. Waterbury Public Schools plans to award (1) contract for requested services as detailed in this RFP.

The Board of Education (BOE) is the recipient of Secondary School Emergency Relief (ESSER) funds being passed through the State Department of Education. The BOE anticipates a portion of the ESSER funding will be appropriated by the Board of Education for mechanical upgrades throughout the district's education facilities.

The Board of Education engaged a firm last year that is nearing completion of a district-wide facility condition assessment and analysis. The Study has provided a Facilities Condition Assessment (FCA) report. Additionally, the firm provided a supplemental overview of existing HVAC systems at Duggan and Gilmartin Schools and has determined that the existing equipment requires replacement due to poor condition or has outlived its useful life.

#### **B.** Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services. Provide a minimum of three (3)

examples of projects by which the Proposer believes satisfy this qualification.

- 2 Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the CT Department of Administrative Services, Office of School Construction Grants and Review (OSCG&R) and a thorough understanding of policies and procedures with school construction grants.
- 3. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services.
- 4. Adequate staff/employees to perform/complete the work in a timely manner.
- 5. Knowledge of and compliant with all applicable federal and State laws and regulations governing the services to be provided under this RFP.
- 6. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

#### C. Scope of Services

#### I. Scope of Project

- 1. Project Replacement of rooftop equipment and water-side hydronic pumps/drives as depicted in specifications and drawings prepared by Al Engineers including but not limited to the following:
  - a. Gilmartin Elementary School;
    - 5 large rooftop units
    - 2 small rooftop units
    - 2 VRF heat pumps
    - 6 exhaust fans
    - 1 fume hood exhaust fan
    - 5 hydronic pumps
  - b. Duggan Elementary School;
    - 6 large rooftop units
    - 4 small rooftop units
    - 1 VRF heat pump
    - 9 exhaust fans
    - 2 fume hood exhaust fans
    - 1 kitchen exhaust fan and corresponding MAU
    - 2 hydronic pumps
    - Tracing of all control and power wiring for the existing control wiring and BAS control system. Cut, cap and remove as required for new work.

- Removal and legal disposal of all packing materials, crating and other materials used for delivery and installation.
- Repair, clean and turn over all impacted existing to remain areas to proper functioning condition
- All warranty, close-out, commissioning, or maintenance of equipment as indicated in drawings and specifications

#### D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be <u>365 calendar days</u>.

#### E. Insurance

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company ratings.

#### F. General Information

- 1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate based on disability in admission to, access to, or operation of its programs, services, or activities.
- There will be a <u>mandatory</u> Information Session with respect to this RFP on January 10, 2023 at 9:00 am, starting at Duggan School, 38 W Porter St, Waterbury, CT 06708 THOSE NOT ATTENDING THE Information Sessions at both Duggan & Gilmartin Elementary Schools; WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.
- 3. Proposers must sign the items and any forms included in <u>Attachment A</u>. (Contract Compliance Packet).
- 4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by 2:00 PM on January 16, 2023 Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury ProcureWare website by 2:00 PM on January 19, 2023. It shall be the responsibility of the Proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

#### G. Management

Any contract or purchase order resulting from this RFP will be managed by The City School Inspector, The Department of Education, and KBE Building Corporation.

#### H. Conditions

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

- All proposals in response to this RFP are to be the sole property of the City.
   Proposers are encouraged **not** to include in their proposals any information
   which is proprietary. All materials associated with this procurement process
   are subject to the terms of state laws defining freedom of information and
   privacy and all rules, regulations and interpretations resulting from those
   laws.
- 2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- 3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- 4. The Proposer agrees that the proposal will remain valid for a period of 60 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- 5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendments may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- 6. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the Project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the Proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

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

### I. Proposal Requirements & Required Format

One (1) original (clearly identified as such) and FIVE (5) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than 10:30 AM on January 25, 2023.

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

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

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

- 1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

### Experience, Expertise and Capabilities

- a. <u>Philosophy Statement and Business Focus</u>. A statement of the Proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. <u>Summary of Relevant Experience</u>. A listing of all projects the Proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this

RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided, and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the <u>original</u> contract timeframe and budget. If not, please explain.
- For each Project done for a municipality or other government agency, please indicate the gross cost of the agreement.
- Additionally, please list any contracts or purchase orders in the last three (3) years between the Proposer and any agency of the City of Waterbury.
- c. <u>Personnel Listing.</u> A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. <u>Conflict of Interest.</u> Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

### 3. Statement of Qualifications and Work Plan

- a. <u>Qualifications</u>. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this Project.
- b. <u>Work Plan.</u> Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. <u>Services Expected of the City</u>. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
- 4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, the scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

### J. Evaluation of Proposals; Selection Process

#### 1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on the grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the Proposer. Background, qualifications, and previous experience of personnel to be assigned to the Project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in <u>Section B. Qualifications</u> of this RFP. The City may contact one or more of the

organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

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

### 2. Selection Process

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

### K. Rights Reserved To The City

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

### L. Federal, State and Local Employment Requirements

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

### M. State Set-Aside Requirements

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 nondiscrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at

\*\*\*\*\*\*\*\*\*.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\_GID=1806.

### N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The Proposer must submit, with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the contract and any warranty period set forth in the Contract Documents.

#### O. Bid Bond

Each proposal shall be submitted and be accompanied by a Proposal Security in the amount of ten (10) percent of the Total Proposal Price.

### P. Performance/Payment Bonds

The Proposer 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.

## ATTACHMENT A

### CITY OF WATERBURY ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_) Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

| A. Contracts                           |                      |
|--|----------------------|
| No Contracts with the City             |                      |
|  |                      |
| (Service or Commodity C                | overed by Contract)  |
| (Term of Co                            | ontract)             |
| (, , , , , , , , , , , , , , , , , , , |                      |
|  |                      |
| (Service or Commodity C                | Covered by Contract) |
| (Term of Co                            | ontract)             |
|  |                      |
| (Service or Commodity C                | Covered by Contract) |
|  |                      |
| (Term of Co                            | ontract)             |

### CITY OF WATERBURY ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_) Persons or Entities Conducting Business with the City

| B. | Purc | hase | Orc | ler( | s) | ). |
|----|------|------|-----|------|----|----|
|----|------|------|-----|------|----|----|

| rchase Order(s) wit                     | th the City          |                    |
|---|----------------------|--------------------|
| (Service or 0                           | Commodity Covered b  | y Purchase Order)  |
|   | (Date of Purchase O  | order)             |
| *************************************** |                      |                    |
| (Service or 0                           | Commodity Covered b  | y Purchase Order)  |
|   | (Date of Purchase C  | Order)             |
| (Service or (                           | Commodity Covered b  | ov Purchase Order) |
| (3017100 01 1                           | oommodity oovered to | , i diolido Oldol) |
|   | (Date of Purchase C  | ) molecul          |

# CITY OF WATERBURY ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_) 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, Emp<br>Financial Interest | loyees or Board and Commission Members with                 |  |
|---|---|--|
|   |   |  |
|   | (Name of Official)  |  |
|   |   |  |
|   | (Position with City)  |  |
|   |   |  |
|   | (Nature of Business Interest)<br>(e.g. Owner, Director etc) |  |
| Interest Held By:<br>Self               | Spouse  |  |
|   |   |  |
|   | (Name of Official)  |  |
|   | (Position with City)  |  |
|   |   |  |
|   | (Nature of Business Interest) (e.g. Owner, Director etc)    |  |
| Interest Held By:<br>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.  |
| (Name of Company, if applicable)   |
| Signature of Individual (or Authorized Signatory)  Date  |
| Print or Type Name and Title (if applicable)   |
| DELIVERED   By Mail  |

#### 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

- 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: | -     | _ |
|--|-------|---|
|  |       |   |
| Print Name and Title of Authorized Representative:               |       |   |
| Signature of Authorized Representative:                          | ·     |   |
|  | Date: |   |

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

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

| State of          |   |                            |                         |  |
|-------------------|---|----------------------------|-------------------------|--|
|                   |   |                            | SS.:                    |  |
| County of         |   |                            |                         |  |
|                   |   |                            |                         | , being first duly   |
| sworn, depo       | ses and says that:  |                            |                         |  |
| 1.                | I am the <b>owner,</b><br>of                                      | partner,                   | officer,                | representative, agent or (Contractor's Name), the  |
| Contractor the    | nat has submitted the at  | tached agre                | eement.                 |  |
| 2.<br>Agreement a | I am fully informed res<br>and of all pertinent circu             |                            |                         | on and contents of the attached such Agreement;  |
| 3.                | That as a person desir  | ring to contr              | act with th             | e City (check <u>all</u> that apply):  |
|                   | affiliate of the Contract   | ctor has file              | d a list of             | officer, representative, agent or taxable personal property with rand list, as required by Conn.     |
| 7                 | agent or affiliate of the   | ne Contract<br>the City of | tor are red<br>Waterbur | partner, officer, representative, quired to file a list of taxable y for the most recent grand list, |
|                   | Neither the Contractor agent or affiliate of agreement, owes back | the Contra                 | actor eithe             | partner, officer, representative,<br>er directly or through a lease<br>Waterbury                     |

| Neither      | the    | Conti  | ractor | nor   | any    | own   | er, pa | irtner, | office  | r, repr | esen | tative, |
|--------------|--------|--------|--------|-------|--------|-------|--------|---------|---------|---------|------|---------|
| <br>agent of | r aff  | iliate | of t   | he C  | Contra | actor | either | direc   | tly or  | throug  | gh a | lease   |
| agreeme      | ent, h | nas ar | ny oth | er ou | utstan | ding  | obliga | tions t | o the ( | City of | Wate | rbury   |

4. The following list is a list of the names of <u>all</u> 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<br>(if none state NONE) | Service<br>or<br>Material | DOB |
|------|-------|--|---------------------------|-----|
| 1    |       |  | 4                         |     |
| 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<br>(if none state NONE) | Service<br>or<br>Material | DOB |
|------|-------|--|---------------------------|-----|
| 1    |       | 7  |                           |     |
| 2    |       | 1  |                           |     |
| 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<br>Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1                    |         |                   |
| 2                    |         | A                 |
| 3                    |         |                   |
| 4                    |         |                   |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list <u>all</u> 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    |       |     |         |
| 2    |       |     |         |
| 3    |       |     |         |
| 4    |       |     |         |

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

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

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

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL<br>PLACE<br>OF BUSINESS |  |  |
|------------|---------------------------------|-----------------------------------|--|--|
| 1          |                                 | 1                                 |  |  |
| 2          |                                 |                                   |  |  |
| 3          |                                 |                                   |  |  |
| 4          |                                 |                                   |  |  |

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

| For Partnership/Sole Proprietor |                              |  |  |  |  |  |  |  |
|---------------------------------|------------------------------|--|--|--|--|--|--|--|
| In presence of:                 |                              |  |  |  |  |  |  |  |
| Witness                         | Name of Partnership/Business |  |  |  |  |  |  |  |

|  |        | Bv:   |
|--|--------|---|
|  |        | Name of General Partner/ Sole Proprietor            |
|  |        |   |
|  |        | Address of Business                                 |
| State of   | )      |   |
|  | ) SS   |   |
| County of  | )      |   |
|  |        | being duly sworn,                                   |
| Deposes and says that he/she ishe/she answers to the foregoing quecorrect. | stions | of and that and all statements therein are true and |
| Subscribed and sworn to before me  | this   | day of 202  |
|  |        | (Notary Public)                                     |
| My Commission Expires:   |        | (Notary Public)                                     |
|  |        |   |
| For Corporation  |        |   |
|  |        |   |
| Witness  |        | Name of Corporate Signatory                         |
|  |        | Address of Business                                 |
|  |        | Affix<br>Corporate<br>Seal                          |
|  |        | By: Name of Authorized Corporate Officer ts: Title  |
|  | lt     | ts:   |

| State of   | )                |                                   |                            |
|--|------------------|-----------------------------------|----------------------------|
|  | ) SS             |                                   |                            |
| County of  | )                |                                   |                            |
|  |                  | being duly                        | / sworn,                   |
| deposes and says that he/she isthat he/she answers to the foregoing correct. | g questions      | of of<br>s and all statements the | and<br>herein are true and |
| Subscribed and sworn to before me  | this <sub></sub> | day of                            | 202                        |
| My Commission Expires:   | _                |                                   | (Notary Public)            |

### **CORPORATE RESOLUTION**

| J,                                      | , hereby certify that I am the duly elected    |
|---|--|
| and acting Secretary of                 | , a corporation                                |
| organized and existing under the law    | vs of the State of,                            |
| do hereby certify that the following fa | cts are true and were taken from the records   |
| of said corporation.                    |  |
| The following resolution was adopted    | l at a meeting of the corporation duly held on |
| the,,                                   |  |
|   |  |
| "It is hereby resolved that             | is authorized to make,                         |
| execute and approve, on behalf of       | this corporation, any and all contracts or     |
| amendments thereof".                    |  |
|   |  |
| And I do further certify that the above | resolution has not been in any way altered,    |
| amended, repealed and is now in full    | force and effect.                              |
| IN WITNESS WHEREOF, I hereunto          | set my hand and affix the corporate seal of    |
| said                                    | corporation this day of                        |
| , 202                                   |  |
|   |  |
| No.                                     |  |
| Secretary                               |  |

### **LIMITED LIABILTY COMPANY RESOLUTION**

| Ι,  | , hereby certify that I am the  |
|---|---|
| duly authorized and acting M  | , hereby certify that I am the lember / Manager (circle one)              |
| of, a   | f the State of, do  |
| and existing under the laws o   | f the State of, do,   |
| hereby certify that the follow the records of said LLC.                           | ing facts are true and were taken from                                    |
| The following resolution was  | adopted at a meeting of the LLC   |
| duly held on the day  | of,   |
| "It is hereby resolved that execute and approve, on behavior amendments thereof". | is authorized to make, alf of this LLC, any and all contracts             |
| •   | the above resolution has not been in epealed and is now in full force and |
| IN WITNESS WHEREOF, I   | hereunto set my hand and affix the  |
| company seal of said  | , LLC this  |
| day of, 2   | , LLC this<br>202   |
| NO 04 1   | <del></del> 6   |
| Manager/Member  |   |

## ATTACHMENT B

### Construction Contract for

### HVAC Upgrades/Replacements at The Gilmartin and Duggan Elementary Schools between City of Waterbury

and

| 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, a duly registered    |
| Connecticut corporation (the "Contractor").     |                                     |

WHEREAS the Contractor submitted a bid to the City in response to Request for Proposal ("RFP") Number 7497 for HVAC upgrades and replacements at The Gilmartin and Duggan Elementary Schools located at 94 Spring Lake Road and 38 West Porter Street, respectively, in Waterbury, Connecticut; and

WHEREAS the City accepted the Contractor's bid for RFP Number 7497; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract (the "Project").

### NOW THEREFORE THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "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) 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 HVAC upgrades/replacements at The Gilmartin and Duggan Elementary Schools located in Waterbury, Connecticut and all as more particularly detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract. Attachments A, B (referred to in 1.1.12 below) and C (referred to in 5.1 below) are hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City's RFP Number 7497, including Attachment A to the form Construction Contract contained therein and titled, "Construction Contracts Required Contract Provisions American Rescue Plan Act Funded Projects, Dated June 2021";
- **1.1.2** Addendums 1 through 3 to **RFP Number 7497** (attached hereto);
- **1.1.3** Contractor's Price Proposals, dated \_\_\_\_\_\_, all of which is attached hereto;
- 1.1.4 Contractor's Response with associated attachments to RFP Number 7497, dated \_\_\_\_\_\_, 2022, consisting of \_\_ pages, (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, **RFP Number 7497**, Attachment \_ Scope of Services" (also referred to as "Technical Specifications"), consisting of approximately 3 pages (attached hereto);
- 1.1.6 "Site Map" with List of Drawings prepared by AI Engineers, Inc., consisting of 47 pages for The Gilmartin Elementary School and The Duggan Elementary School, collectively (attached hereto);
- 1.1.7 State of Connecticut Prevailing Wage Schedule dated November 28, 2022, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference).
- **1.1.8** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- **1.1.9** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- **1.1.10** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- **1.1.11** All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("ARPA") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "ESSER") are incorporated by reference, as well as Attachment B, titled "CONSTRUCTION CONTRACTS REQUIRED CONTRACT PROVISIONS AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021" to the extent such provisions are applicable"; and
- **1.1.13** All applicable 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. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:
  - **1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;

- **1.2.2** Amendment(s) and Change Orders;
- **1.2.3** This Contract;
- 1.2.4 Addendums to RFP Number 7497;
- **1.2.5 RFP Number 7497** including "City of Waterbury, Board of Education, **RFP Number 7497**, Attachment \_ Scope of Services" (Technical "Specifications");
- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response; and
- 1.2.8 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 all resulting costs it incurs during the Project;
- 3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;
- 3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;
- **3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 7497** (collectively, the "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 carefully studied 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 Contractor 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 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or Attachment A or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.
- 3.5. Cleaning Up. The Contractor shall always 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 always 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 under 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 like 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 on or before September 30, 2023, and shall reach Final Completion on or before October 31, 2023 ("Contract Time").
  - **5.1.** The Contractor's approved construction schedule is attached as **Attachment C**. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

### 5.2. Delay Damages

- **5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.
  - **5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.
    - **5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

### 5.3 No Damage for Delay

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

| 6.      | Compe         | asatior | 1. The  | City s  | hall compe    | nsate  | the Co  | ontractor | for s    | atisfactor | y prov   | ision  | of  |
|---------|---------------|---------|---------|---------|---------------|--------|---------|-----------|----------|------------|----------|--------|-----|
| all the | goods ar      | ıd serv | ices se | t forth | in this Co    | ntract | as fol  | lows in t | his S    | ection 6.  | No cla   | iims f | or  |
| additic | onal comp     | ensati  | on wil  | l be co | nsidered fo   | or con | ditions | s made k  | nown     | to the C   | ontract  | or pri | or  |
| to bide | ding. No      | claims  | for ad  | dition  | al compens    | sation | will b  | e conside | ered o   | n accour   | at of fa | ilure  | of  |
| the Co  | ntractor t    | o com   | pletely | inforr  | n itself as r | equir  | ed here | ein above | <b>.</b> |            |          |        |     |
|         |               |         |         |         |               |        |         |           |          |            |          |        |     |
|         | <b>6.1.</b> ] | Fee Sc  | hedul   | e. Su   | bject to re   | tainag | ge, lim | itations, | etc.     | set forth  | below    | in th  | iis |
|         | Section       | 6.      | the     | fee     | navable       | to     | the     | Contrac   | ctor     | shall      | not      | exce   | ed  |

| 0.1. F    | e Scheuule. | Subject to re   | tamage, m   | manons, cic.  | Set forth  | octow in this   |
|-----------|-------------|-----------------|-------------|---------------|------------|-----------------|
| Section   | 6, the      | fee payable     | to the      | Contractor    | shall      | not exceed      |
|           |             | D               | OLLARS      | (L) (h        | ereafter 1 | referred to as  |
| "Total Co | mpensation" | with the basis  | for payme   | nt being Cont | ractor's B | id set forth in |
|           |             | is summarized   |             | _             |            |                 |
|           | nce bonds:  |                 |             |               | 1          | 1 3             |
|           |             |                 |             |               |            |                 |
| A         | . The Gilma | rtin Elementa   | rv School - | \$            |            |                 |
|           |             |                 | •           | -             |            |                 |
| i.        | \$          | (base           | payment); a | nd            |            |                 |
| ii.       | -           | ange orders, if |             |               |            |                 |
|           |             | 8 ,             | 37          |               |            |                 |
| В.        | The Dugga   | an Elementary   | School - \$ |               |            |                 |
|           |             |                 |             |               |            |                 |
| i.        |             | (base p         | •           | nd            |            |                 |
| ii.       | N/A (ch     | ange orders, if | any).       |               |            |                 |

- **6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not 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 **RFP Number 7497** 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 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 fees.
- **6.7.** Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.
- **6.8.** 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.
- **6.9. 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.

- **6.10.** 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:
  - **6.10.1** 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.

### **6.10.2** Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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, subject to reasonable monetary holdback for punch list items.

- 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 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 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 and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. 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**. The City's 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 worksite 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.

- The Contractor shall indemnify, defend, and hold harmless the City, City's 9.1. Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor 's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor

or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.
- **9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.
- **9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- **9.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- 10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the 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 and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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, always 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 \$1,000,000.00
    - EL Disease Each Employee \$1,000,000.00
    - EL Disease Policy Limit **\$1,000,000.00**

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

- **11.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$5,000,000.00** each occurrence and **\$5,000,000.00** Aggregate.
- 11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each occurrence/claim and \$2,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.
- 11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.
- 11.6. Cancellation: The City of Waterbury and KBE Building Corporation 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, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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 noncontributory 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 and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". 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 OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY **DEVELOPMENT ACT OF 1974**, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.
  - 12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.
  - 12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
    - 12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works

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

- 12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.
- 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, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.
- 12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.
- 12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut and is more than 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, based on 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. Contractor Corrective 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 corrective 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 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.
- iii. 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, because 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. Placeholder.

#### 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 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 if 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. Regarding 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, deliverables, incidentals, specifications, drawings, etc.(including 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, one or 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.
  - 17.3 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 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 as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

- **27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.
- **27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.
- 27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.
- **27.4.** Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.
- 28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 7497 and (ii) the Contractor's Bid response to RFP Number 7497, dated \_\_\_\_\_\_\_\_ 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 because 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 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:

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 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 "CHAPTER "TITLE III: **ADMINISTRATION**", then click on 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 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:
  - Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
  - 35.2 <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work contemplated.
  - 35.3 <u>Bidder</u>: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
  - 35.4 <u>City</u>: The City of Waterbury, acting directly or through specifically authorized personnel.
  - 35.5 <u>Construction Supervisor</u>: An employee of the City of Waterbury, or other City duly authorized person.
  - 35.6 <u>Contract Time</u>: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (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 <u>Final Completion</u>: 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.
- 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 <u>Plans</u>: 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 <u>Shop Drawings</u>: 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 <u>Specifications or Technical Specifications</u>: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 <u>Subcontractor</u>: 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 <u>Substantial Completion</u>: 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 <u>Substitution</u>: 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 <u>Supplementary General Conditions</u>: 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 <u>Using Agency</u>: School Inspector's Office, Department of Education.

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: |                           |
|            | By:                       |
|            | Its                       |
|            | Date:                     |

## ATTACHMENT A

# CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021

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

#### In addition:

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

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

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Non-Procurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.10 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status or disability.

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

- 1.15 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.16 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.
- 1.17 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.18 If Contractor produces any publication with funds from an ARPA funded project,
  Contractor will include in the publication the following language: "This project is
  supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of
  Waterbury, by the U.S. Department of Treasury.
- 1.19 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

#### ATTACHMENT C

KEVIN MC CAFFERY DIRECTOR OF PURCHASING 235 GRAND STREET, ROOM 103 WATERBURY, CT 06702

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

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

|  |                             | nda numbered: (insert date)   |
|--|-----------------------------|---|
| 1  |                             | 4   |
| 2  |                             | _ 5   |
| 3  |                             | 6   |
| All Work for this Pro                        | oject shall be performed at | the Proposal Prices as described in the Proposal Documents.   |
| fair and made withou                         | out collusion or fraud with | nalties of perjury that this Proposal is in all respects bona fide<br>any other person. As used in this section, the work "person<br>rtnership, corporation, or other business or legal entity. |
| Social Security Num<br>or Federal Identifica |                             | Signature of Individual or Corporate Name   |
|  |                             | Corporate Officer (if applicable)   |
| City notice of accept following address:     | ance should be mailed, tele | egraphed or delivered to the undersigned Proposer at the  |
| •  | Name                        |   |
|  | By:                         | (Title)   |
|  | D ' A 11                    | (Title)   |
|  | Business Address:           | (City, State, Zip Code)   |
|  |                             |   |
|  | Phone:                      |   |
|  | Email:                      |   |
|  | Date:                       |   |

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

# ATTACHMENT D

#### Attachment D

#### Insurance Requirements

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

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

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

General Liability: \$1,000,000 each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident

Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits

**Employer Liability (EL)** 

\$1,000,000 EL each Accident

\$1,000,000 EL Disease each Employee \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$5,000,000 each Occurrence

\$5,000,000 Aggregate

Contractor Pollution Liability Insurance: \$1,000,000 each Occurrence

\$1,,000,000 Aggregate

There will be no exclusion for Hazardous Materials, including Asbestos and Lead \*Note: If determined detected – subcontractor should have this coverage \*

#### Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury, The Board of Education and KBE Building Corporation (all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders and employee) is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation.

# ATTACHMENT E

# ATTACHMENT E PRICING PROPOSAL

# **HVAC Upgrades: Duggan & Gilmartin**

## RFP#7497

| 1. Duggan Middle School                | \$ |
|--|----|
| 2. John G. Gilmartin Elementary School | \$ |
| GRAND TOTAL                            | \$ |

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

Be prepared to discuss lead times of major pieces of equipment.

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

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

| Social Security Number or Federal Identification Number | Company Name                              |
|---|---|
|   | Signature of Individual or Corporate Name |
|   | Corporate Officer (if applicable)         |

# ATTACHMENT F

Project: HVAC Upgrades At Duggan & Gilmartin Schools

# Minimum Rates and Classifications for Building Construction

ID#: 22-42983

# 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: 7497 Project Town: Waterbury

State#: FAP#:

Project: HVAC Upgrades At Duggan & Gilmartin Schools

| CLASSIFICATION   | Hourly Rate | Benefits  |
|--|-------------|-----------|
| 1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7** |             |           |
| 1c) Asbestos Worker/Heat and Frost Insulator   | 44.57       | 31.79     |
| 2) Boilermaker   | 44.46       | 28.51     |
| 3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons   | 37.75       | 34.62 + a |
| 3b) Tile Setter  | 37.1        | 30.52     |
| 3c) Tile and Stone Finishers   | 30.0        | 25.30     |
| 3d) Marble & Terrazzo Finishers  | 31.07       | 24.23     |
| 3e) Plasterer  | 41.9        | 28.75     |
| LABORERS   |             |           |

·----LABORERS-----

**As of:** December 16, 2022

| 4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.  | 32.0  | 24.40 |
|---|-------|-------|
| 4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).   | 32.25 | 24.40 |
| 4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).  | 32.5  | 24.40 |
| 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. | 33.0  | 24.40 |
| 4d) Group 5: Air track operator, sand blaster and hydraulic drills.   | 32.75 | 24.40 |
| 4e) Group 6: Blasters, nuclear and toxic waste removal.   | 35.0  | 24.40 |
| 4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).  | 33.0  | 24.40 |
| 4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.  | 30.28 | 24.40 |
| 4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.   | 29.74 | 24.40 |
| 4i) Group 10: Traffic Control Signalman   | 18.0  | 24.40 |
| 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.   | 36.07 | 26.15 |

| 5a) Millwrights  | 36.32 | 26.81                  |
|--|-------|------------------------|
| 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)       | 41.4  | 31.07+3% of gross wage |
| 7a) Elevator Mechanic (Trade License required: R-1,2,5,6)  | 58.9  | 36.885+a+b             |
| LINE CONSTRUCTION  |       |                        |
| Groundman  | 26.5  | 6.5% + 9.00            |
| Linemen/Cable Splicer  | 48.19 | 6.5% + 22.00           |
| 8) Glazier (Trade License required: FG-1,2)  | 40.78 | 23.40 + a              |
| 9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection  | 39.7  | 38.77 + a              |
| OPERATORS  |       |                        |
| Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required) | 50.27 | 26.80 + a              |
| Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over  | 46.07 | 26.80 + a              |
| Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)                              | 49.91 | <b>26.80</b> + a       |
| Group 2a: Cranes (under 100 ton rated capacity).   | 49.06 | 26.80 + a              |
| Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)                           | 45.71 | 26.80 + a              |
| As af: December 16, 2022   |       |                        |

| Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required) | 44.86 | 26.80 + a        |
|--|-------|------------------|
| Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.  | 44.42 | 26.80 + a        |
| Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).   | 43.73 | 26.80 + a        |
| Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.   | 43.73 | 26.80 + a        |
| Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).  | 43.38 | 26.80 + a        |
| Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types);<br>Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling<br>Machine (24" and under mandrel).  | 42.99 | 26.80 + a        |
| Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.  | 42.54 | 26.80 + a        |
| Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).  | 42.04 | 26.80 + a        |
| Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.  | 39.7  | 26.80 + a        |
| Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.   | 39.7  | <b>26.80</b> + a |

| Group 12: Wellpoint Operator.  | 39.63 | 26.80 + a |
|--|-------|-----------|
| Group 13: Compressor Battery Operator.   | 38.97 | 26.80 + a |
| Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).   | 37.66 | 26.80 + a |
| Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.   | 37.2  | 26.80 + a |
| Group 16: Maintenance Engineer.  | 36.46 | 26.80 + a |
| Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator. | 41.39 | 26.80 + a |
| Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.   | 38.61 | 26.80 + a |
| PAINTERS (Including Drywall Finishing)   |       |           |
| 10a) Brush and Roller  | 37.22 | 23.40     |
| 10b) Taping Only/Drywall Finishing   | 37.97 | 23.40     |
| 10c) Paperhanger and Red Label   | 37.72 | 23.40     |
| 10e) Blast and Spray   | 40.22 | 23.40     |
| 11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)  | 47.03 | 34.05     |
| 12) Well Digger, Pile Testing Machine  | 37.26 | 24.05 + a |
| <b>As of:</b> December 16, 2022  |       |           |

| Roofer: Cole Tar Pitch   | 43.0  | 21.80 + a |
|--|-------|-----------|
| Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing  | 41.5  | 21.80 + a |
| 15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)                            | 40.89 | 41.72     |
| 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)      | 47.03 | 34.05     |
| TRUCK DRIVERS  |       |           |
| 17a) 2 Axle, Helpers   | 31.16 | 28.78 + a |
| 17b) 3 Axle, 2 Axle Ready Mix  | 31.27 | 28.78 + a |
| 17c) 3 Axle Ready Mix  | 31.33 | 28.78 + a |
| 17d) 4 Axle  | 31.39 | 28.78 + a |
| 17e) 4 Axle Ready Mix  | 31.44 | 28.78 + a |
| 17f) Heavy Duty Trailer (40 Tons and Over)   | 33.66 | 28.78 + a |
| 17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids) | 31.44 | 28.78 + a |
| 17h) Heavy Duty Trailer up to 40 tons  | 32.39 | 28.78 + a |

| 17i) Snorkle Truck                                       | 31.54 | 28.78 + a |
|--|-------|-----------|
| 18) Sprinkler Fitter (Trade License required: F-1,2,3,4) | 47.55 | 28.96 + a |
| 19) Theatrical Stage Journeyman                          | 25.76 | 7.34      |

Welders: Rate for craft to which welding is incidental.

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

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

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.

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:** December 16, 2022

## GOOD JOBS ORDINANCE

#### **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, therefor, 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 **COV-ERED 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.

LIAISON 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 not withstanding, 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)



# OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

#### **ADDENDUM #1**

January 19, 2023

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

#### **NOTICE:**

Responses to questions will be posted by 2:00p.m. on January 20, 2023.

The due date for submittal of proposals has been changed to 11:00a.m. on January 27, 2023.

Thank you.

Maureen McCauley



## OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

#### **ADDENDUM #2**

January 20, 2023

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

#### **NOTICE:**

Answers to questions will be posted by 2:00p.m. on January 24, 2023.

Proposals are now due on January 30, 2023 by 11:00a.m.

Thank you.

Maureen McCauley



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

#### **ADDENDUM #3**

January 20, 2023

#### RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

Question: Will Automated Logic be Bid BMS controls direct to Waterbury or Mechanical

Contractors?

**Answer:** The intent of the controls scope of work is to provide integration from the existing building BAS (currently operated and maintained by SNE building systems) to the new equipment. The contractor shall carry the cost of all controls work and integration into the existing system.

**Question:**Note 1 on Electrical pages E101D, E102D, E101G, E102G, and E103G all call for a MAPA UTILITY PEDESTAL #MPX-20-G-L-S:36/12 to be installed at each item. is this pedestal hard spec'd or can it be substituted?

**Answer:** Substitutes are acceptable and shall be submitted on for review in the submittal process.

**Question:** Is this project tax exempt?

Answer: Yes.

Question: Are the permit fees waived?

Answer: No.

Question: Do state fees apply?

Answer: No.

**Question:** What's the expected start & completion date?

**Answer:** The project schedule will be determined and mutually agreed upon with the successful bidder based on the current availability of the major equipment and coordinated with the school schedule.

**Question:** As part of this project is the intent to extend the existing SNE Building Systems, Schneider Electric controls and integrate it with the replacement RTUs?

**Answer:** Yes. The intent of the controls scope of work is to provide integration from the existing building BAS (currently operated and maintained by SNE building systems) to the new equipment. The contractor shall carry the cost of all controls work and integration into the existing system.

Question: Who does the controls for each school? Is there a proprietary ATC/BMS contactor we need to solicit for these projects? If so, please provide their contact information.

**Answer:** SNE Building Systems

**Question:** Are the roofs still under warranty? If so, who owns them? What is the make/manufacturer/style roof for each school?

**Answer:** The roofs are still under warranty and details, manufacture and the contractor responsible for the warranty will be provided to the successful bidder.

**Question:** During the walk-thru we were informed that there would be 5 pumps to be replaced at Gilmartin School but the plans/schedule only show 2, please advise?

**Answer:** 2 pumps are currently slated for being replaced per the drawings.

**Question:** Electrical demolition plan note indicates to remove power wiring & conduit from equipment to distribution panel and circuit breaker. Electrical installation plans indicate all new conduit, wire, etc. Please provide additional drawings showing existing route or intended route through the building.

**Answer:** Contract documents show source of power and load. Brand circuit and feeder routing is means & methods by contractor.

**Question:** Please provide additional drawings showing ceiling layout and types, wall types, etc. so we can determine the extent of architectural removal, reinstallation, protection, and core drills needed to accomplish replacement of electrical systems.

**Answer:** Record Drawings can be scanned and made available to bidding contractors, if requested.

**Question:** Please provide additional roofing information, substrate materials, membrane material, warranty details, contractor responsible for warranty.

**Answer:** The roofs are still under warranty and details, manufacture and the contractor responsible for the warranty will be provided to the successful bidder.

**Question:** Where in the building are the indoor units of the ductless splits? Based on the drawings available there is no clear indication that we could then determine the interconnecting piping and wiring lengths.

Answer:

Gilmartin Indoor Unit Locations:

Unit 1 – Stairwell right under the unit

Unit 2 – Stairwell right under the unit

Unit 3 – Indoor unit is located within the Photovoltaic Room (Access by exterior building near playground)

**Duggan Indoor Unit Locations** 

Unit 1 – Data Hub 223

Unit 3 – Computer Lab Classroom 226.

**Question:** Plan sheet M002 Division 23 specifications paragraph 1.2.B indicates installation of new housekeeping pads and condensing boilers. This work is not reflected on the floor plans. Please clarify.

Answer: Existing housekeeping pads are to be reused

**Question:** Please confirm and clarify intent regarding requirements for specification 1.4 Seismic Restraint found on M002.

**Answer:** The contractor shall provide seismic restraints and design as required by the code.

**Question:** Please provide as-built duct layout drawings for the entire school. We will need this to determine the extent of work required to meet requirement of Div 23 Specification Section 2.1 Existing HVAC Air Distribution System Cleaning.

**Answer:** Existing As-Builts to be provided.

**Question:** Please confirm air flow stations are required. If required please provide duct design drawings we can use to determine where to locate these items. Also, we would need to know what is in the spaces below the RTUs if we are to install in the duct drops.

**Answer:** Reuse existing airflow stations.

**Question:** Please confirm and clarify intent regarding Div 23 Spec section 2.4 Testing and Balancing specification found on plan sheet M002. In order to properly quantify the extent of work needed to meet this specification we will need additional drawings showing duct layout, sizes, diffuser location and schedules, and design cfms at all outlets.

**Answer:** Existing As-builts to be provided.

**Question:** Please confirm new power ventilator backdraft damper requirements. Is it to be gravity or motorized?

**Answer:** Backdraft dampers for power ventilators shall be gravity.

Question: Who is the current fire alarm vendor in the building?

**Answer:** Edwards and Notifier addressable fire alarm panels, serviced by City electricians.

**Question:** Does the mechanical equipment feeder schedule on drawing E601D lists the new equipment and electrical requirements or is this the existing equipment?

**Answer:** Drawing E601D lists new equipment.

Question: Does the existing equipment electrical requirements match the new equipment?

Answer: Yes.

Question: If the existing equipment electrical requirements is the same as the new, can the existing conduit and wire be used? Drawings call out for removal of existing and install new.

Answer: Conduits may be reused if they are in good condition. All wiring shall be new.

Question: Will a crane pick plan be required?

Answer: Yes a crane pick plan shall be provided.

**Question:** Referencing plan sheet M601G Gilmartin School Schedule it can be seen that RTU-1 has a hydronic heating coil. Please provide additional information regarding intended extent of rework of this piping and any other requirements.

**Answer:** Provide coils integrated into the Rooftop equipment. Trane to provide new equipment selection. All existing coils shall be removed and re-piped to the new equipment tie ins.

The new RTUs at Gilmartin School shall have the following heating capacities:

RTU-2 – 510,000 BTU/hr RTU-5 – 570,000 BTU/hr RTU-6 – 193,000 BTU/hr RTU-7 – 570,000 BTU/hr

**Question:** Please confirm and advise DDC temperature controls contractor or vendor who currently maintains the schools.

Answer: SNE Building Systems.

**Question:** Detail on plan sheet M501 shows to provide an overpressure protection device for 5 psi gas pressure. When on the walk through it was noticed that there are no regulators serving the existing equipment. Please confirm gas pressure and gas train requirements.

**Answer:** Regulators are not required.

Question: Please confirm design intent to provide new utility pedestal with light, disconnect, and service outlet at each individual piece of equipment on the roof.

**Answer:** The utility pedestal provides code required light and duplex outlet for maintenance and service of roof top equipment. Contractor may provide light and duplex outlet devices separately, if desired.

Thank you.

**Maureen McCauley** 



## OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

#### **ADDENDUM #4**

January 26, 2023

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

#### **NOTICE:**

In order to allow time for clarification of bid documents, the following dates have been revised:

Additional documents will be released by February 3, 2023.

Once the additional documents have been released, the question period will be re-opened and will end at 2:00p.m. on February 7, 2023.

Answers to questions will be posted by 2:00p.m. on February 9, 2023.

The new due date for submissions is February 15, 2023 at 11:30a.m.

Thank you.

**Maureen McCauley** 



### OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

#### **ADDENDUM #5**

**February 3, 2023** 

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

#### **NOTICE:**

In order to allow time for clarification of bid documents, the following dates have been revised:

Additional documents will be released by February 7, 2023.

Once the additional documents have been released, the question period will be re-opened and will end at 2:00p.m. on February 9, 2023.

Answers to questions will be posted by 2:00p.m. on February 13, 2023.

The new due date for submissions is February 17, 2023 at 11:30a.m.

Thank you.

Maureen McCauley



## OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

#### ADDENDUM #6

**February 7, 2023** 

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

#### **NOTICE:**

In order to allow time for clarification of bid documents, the following dates have been revised:

Additional documents will be released by February 13, 2023.

\*\*There will be a non-mandatory pre-bid meeting at 9:00am on February 15, 2023 starting at Duggan school, continuing to Gilmartin school. You are not eligible to attend if you did not attend the 1<sup>st</sup> mandatory meeting on 1/10/2023.

The question period has now been re-opened and will end at 2:00p.m. on February 17, 2023.

Answers to questions will be posted by 2:00p.m. on February 22, 2023.

The new due date for submissions is March 1, 2023 at 11:30a.m.

Thank you.

Maureen McCauley





## OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

#### **ADDENDUM #7**

February 13, 2023

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

#### **NOTICE:**

Please see additional documents attached to this Addendum.

For your information:

There is a non-mandatory walk-through on 2/15/2023, 9:00am starting at Duggan School.

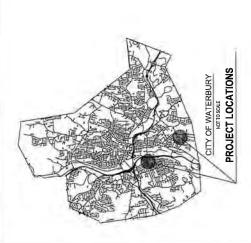
The question period has now been re-opened and will end at 2:00p.m. on February 17, 2023.

Answers to questions will be posted by 2:00p.m. on February 22, 2023.

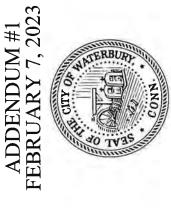
The new due date for submissions is March 1, 2023 at 11:30a.m.

Thank you.

Maureen McCauley



# GILMARTIN ELEMENTARY SCHOOL AND DUGGAN SCHOOL ROOFTOP EQUIPMENT AND PUMP REPLACEMENT CITY OF WATERBURY, CT 94 SPRING LAKE ROAD 38 W PORTER STREET AND



# NEIL O'LEARY CITY MAYOR

ANN M. SWEENEY, PRESIDENT JUANITA P. HERNANDEZ, VICE PRESIDENT MELISSA SERRANO-ADORNO, SECRETARY ELIZABETH C. BROWN AMANDA K. NARDOZZI LATOYA R. IRELAND

**THOMAS VAN STONE, SR** MARGARET O'BRIEN HECTOR NAVARRO ROCCO F. ORSO

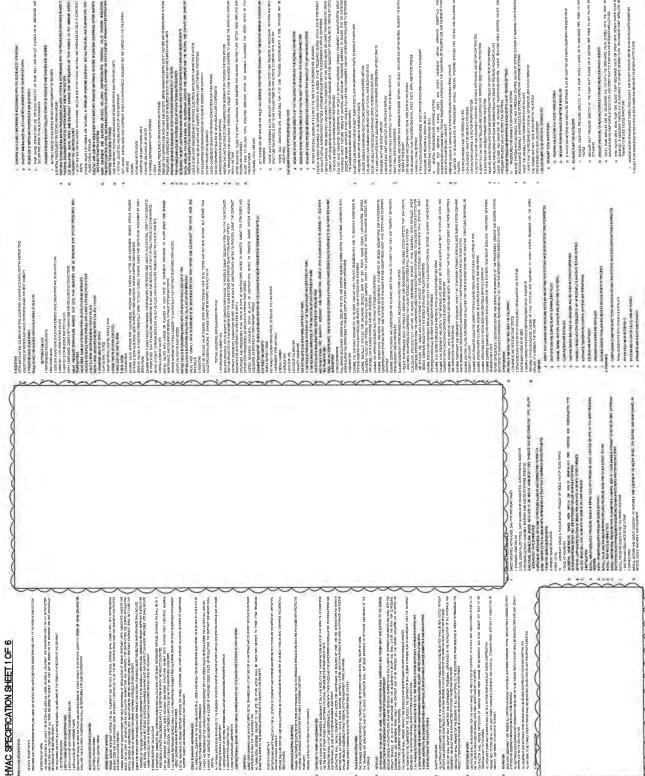








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# CITY OF WATERBURY

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Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

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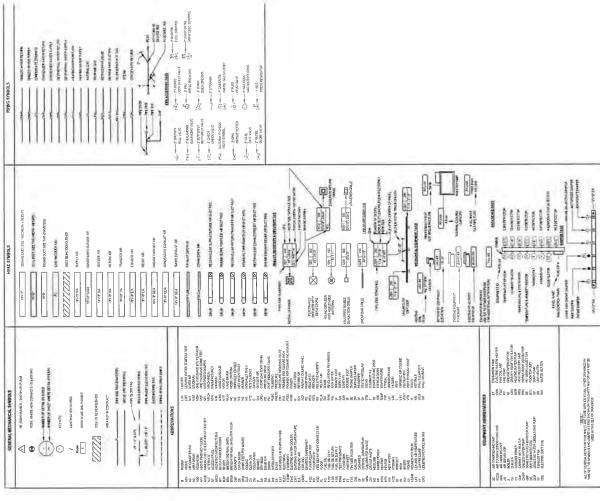
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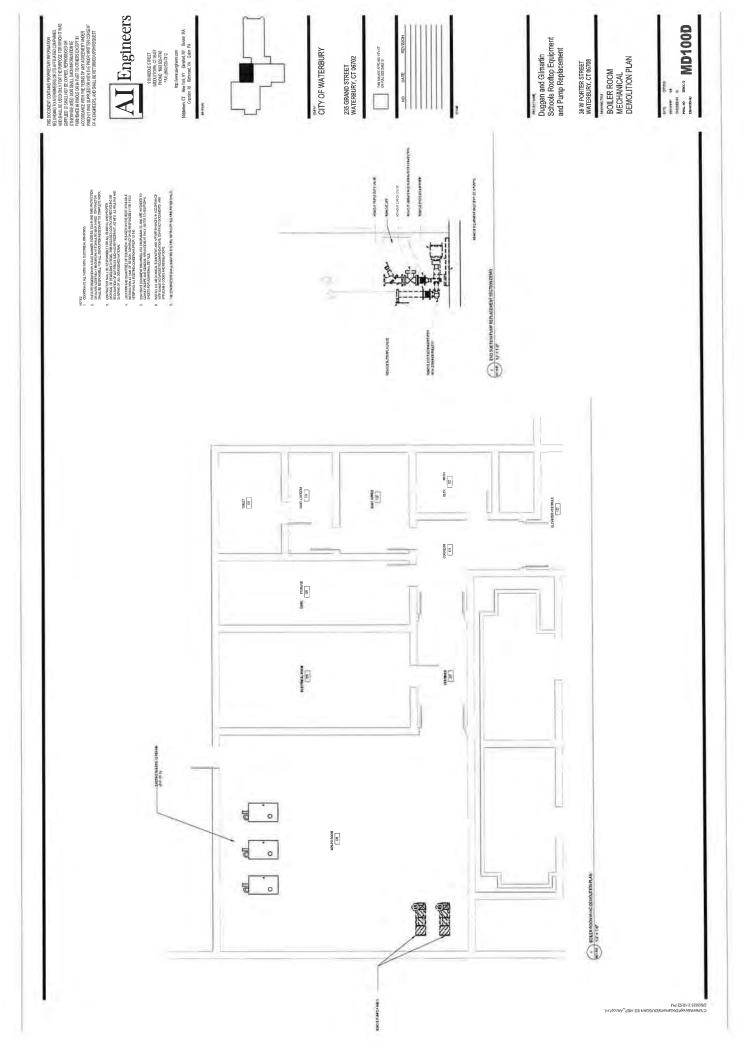
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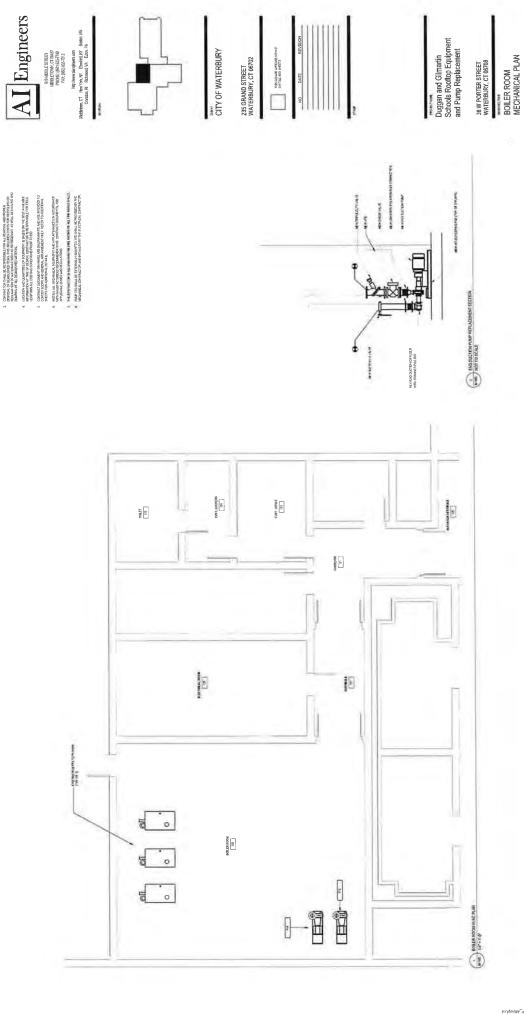
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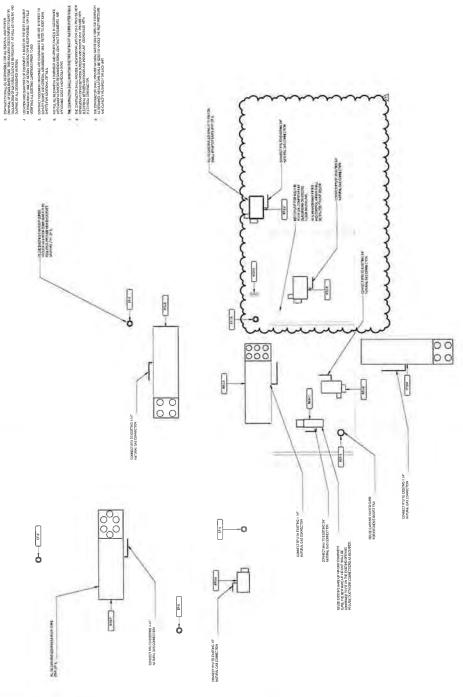
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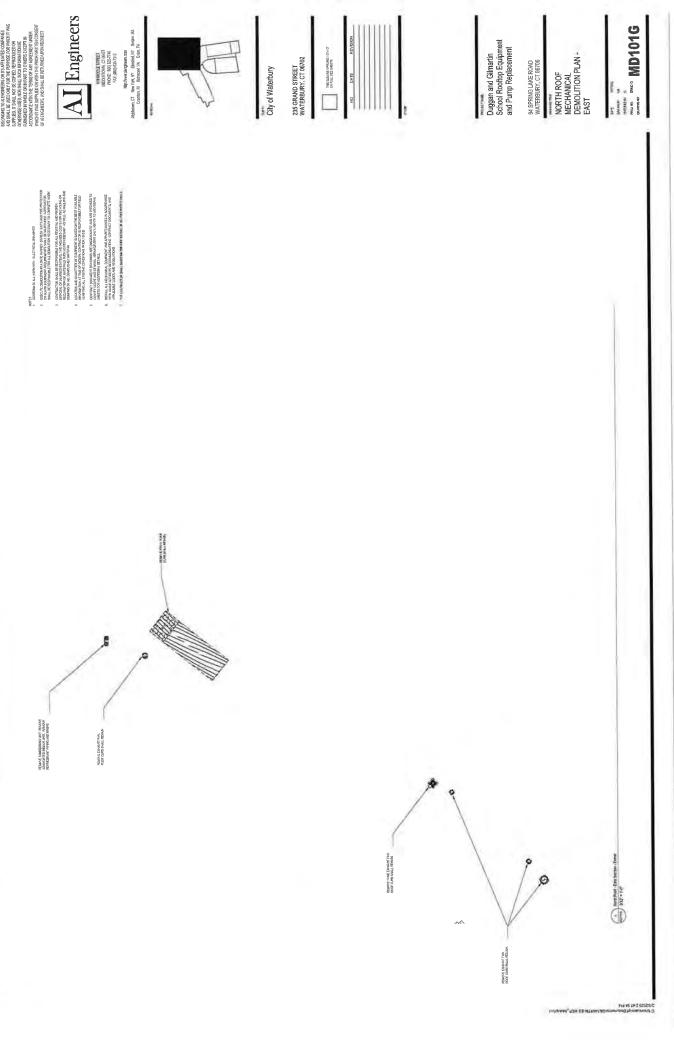
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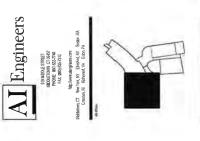
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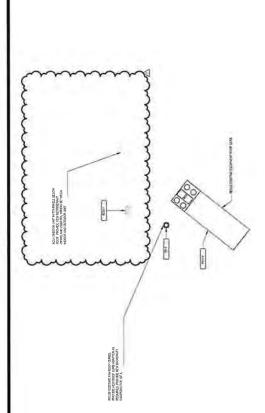
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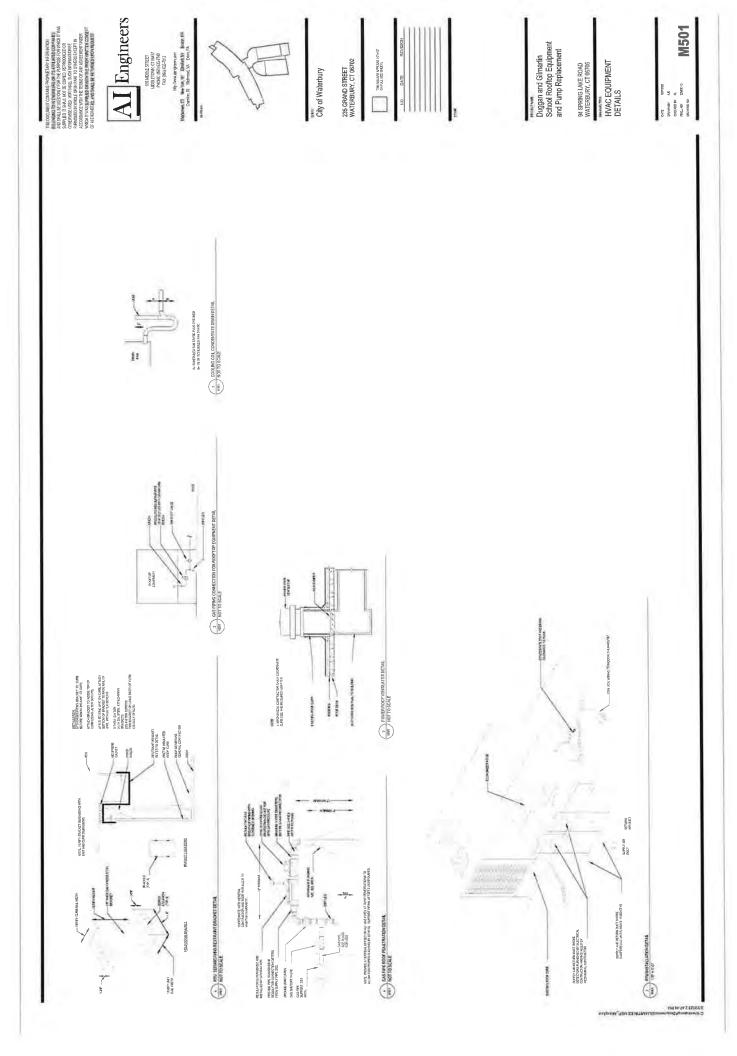
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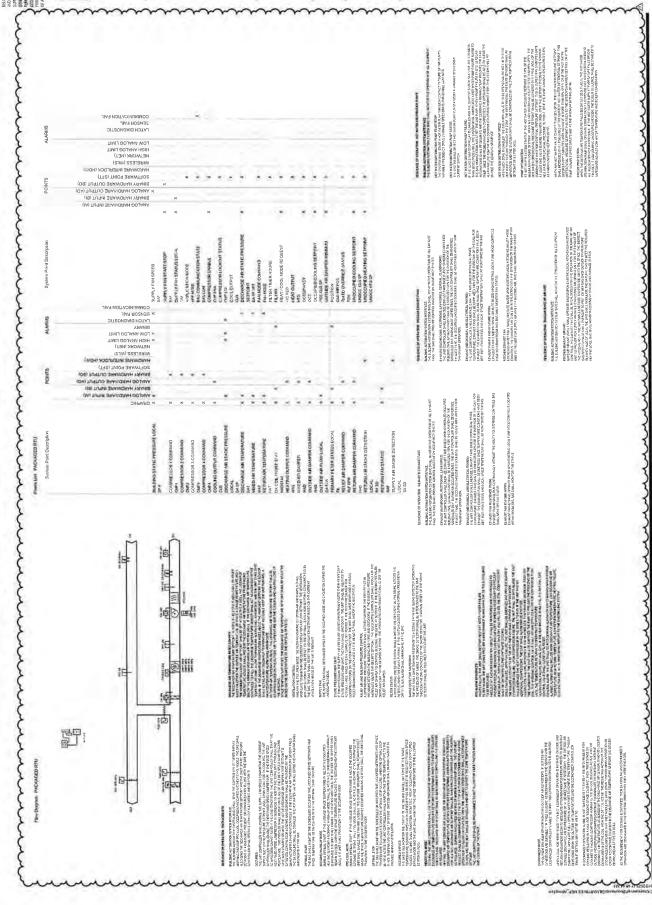
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PRESOLAR APPORT TO

Duggan and Gilmarlin School Rooftop Equipment and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

ROOFTOP UNIT CONTROLS AND SEQUENCE OF OPERATIONS

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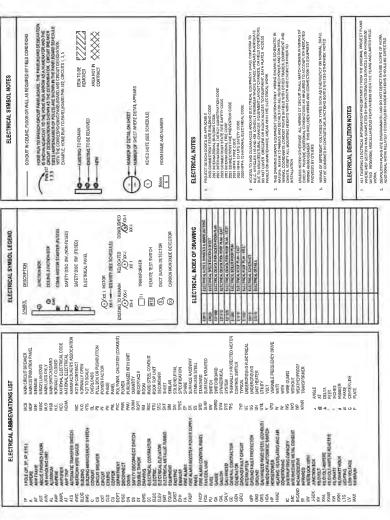
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94 SPRING LAKE ROAD WATERBURY, CT 06706

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## CITY OF WATERBURY

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NOTES, SYMBOLS &
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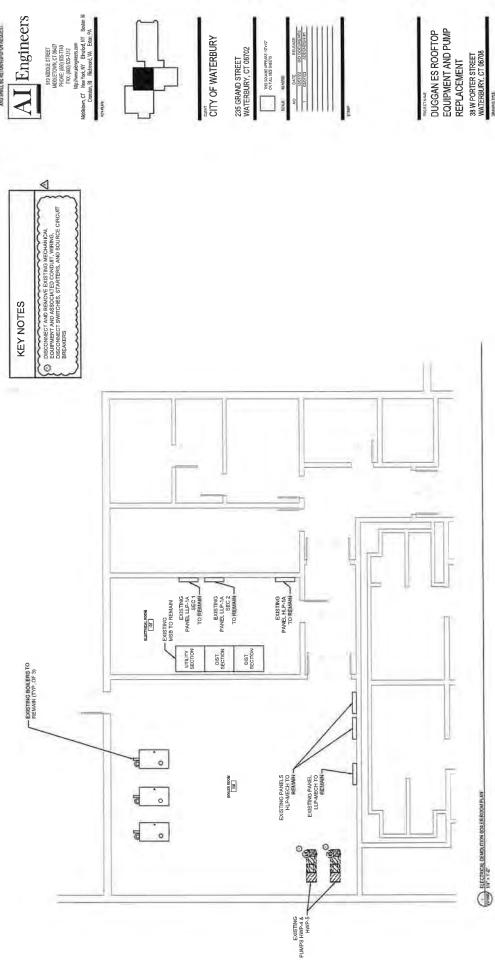
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CITY OF WATERBURY

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0 8' 16' SCALE: 1/8' = 1'-0"

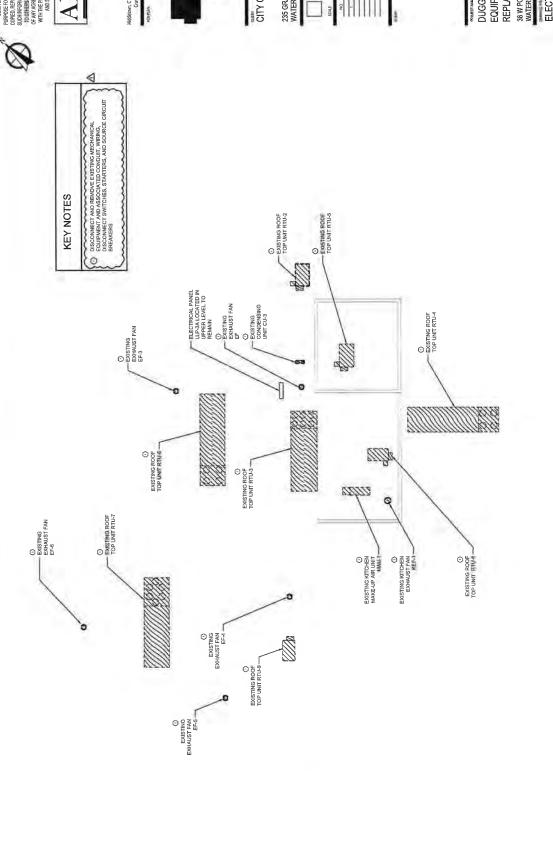
KEY NOTES

(D. DISCONNECT AND REMOVE EXISTING MECHANICAL EQUIPMENT AND ASSOCIATED CONDUIT, WIRING, DISCONNECT SWITCHERS, AND SOURCE CIRCUIT BREAKERS

© EXISTING ROOF TOP UNIT RTU-1A

© EXISTING FUME EXHAUST FANS EF-10 & EF-11 © — EXISTING ROOF TOP UNIT RTU-18 C EXISTING EXHAUST FAN EF-2 © EXISTING CONDENSING UNIT CU-2 EXISTING PANEL HIP-1B LOCATED IN LOWER LEVEL TO REMAIN

(015) IN TO



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WATERBURY, CT 96708
ELECTRICAL
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PLAN - WEST THES SQUARE APPEARS IZENIZE ON FULL SIZE SMEETS 235 GRAND STREET WATERBURY, CT 06702

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GO SICHER CONSTINUED BAN-NESS

919 MDAE STREET
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PHONE ISMS 625-710
FAV (68) 655-710
FAV AI Engineers PUGGAN ES ROOFTOP EQUIPMENT AND PUMP REPLACEMENT CITY OF WATERBURY Ø KEY NOTES O NOT USED ∢ ELEV, MACH CUST, LOCKERS 10LET CUST. OFFICE 121 CUST. STORAGE PANEL LLP-1A SEC 1 PANEL LLP-1A SEC 2 EXISTING PANEL HLP-1A VESTIBULE 127 ELECTRICAL ROOM - EXISTING MSB DIST. SECTION DIST REMAIN (TYP, OF 3) EXISTING PANEL
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235 GRAND STREET WATERBURY, CT 06702

THAS SOUNDE APPEARS 1/2/1/7 ON FULL SIZE SPEETS

38 W PORTER STREET
WATERBURY, CT 06709

DANNED THE
ELECTRICAL BOILER
ROOM PLAN

SCALE: 1/4" = 1'-0"

PROJ. NO. ZENCAR E100D

AI Engineers

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CITY OF WATERBURY

DUGGAN ES ROOFTOP EQUIPMENT AND PUMP REPLACEMENT 38 W PORTER STREET WATERBURY, CT 06708

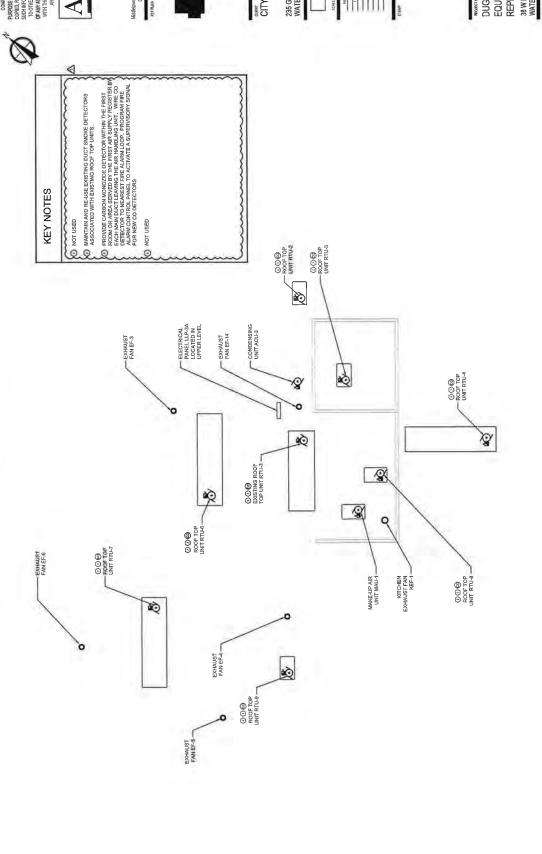
ELECTRICAL ROOF PLAN - EAST

OKANINE ZH CHECKED BY AF PROLING 2839C-17 E101D

FAN EF-12 0 GOG ROOF TOP UNIT RTU-1A FAN EF-1 0 à EXHAUST FAN EF-13 FANS EF-11 - FUME EXHAUST FANS EF-10 ⊕⊕@ --ROOF TOP UNIT RTU-18 0 0 UNIT ACU-1 àQ - EXHAUST FAN EF-2 HENBLOCATED IN LOWER LEVEL

0 8' 16' SCALE: 1/8" = 1'-0"

STEETHER HOSE PLAN - EAST



September State St

DUGGAN ES ROOFTOP
EQUIPMENT AND PUMP
REPLACEMENT
38 W PORTER STREET
WATERBURY, CT 06708

ELECTRICAL ROOF PLAN - WEST DATE 12010000
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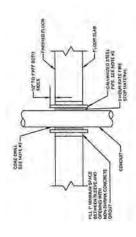
| PART,  | -  | -            |  | SALAS SERVICES         | 100011000                                   | MOM           | MOTORSTARTER | eren.                  |             |             | TOYOT   | 0        |               |                |         |
|--|--|--------------|--|------------------------|---|---------------|--------------|------------------------|-------------|-------------|---------|----------|---------------|----------------|---------|
| CALL LANGE AND L | PAMEL  | DEVICE       | retorn set   | INCTH   FT.            | DISCONNECT                                  | TYPE          | SIZE         | LOCATION               | MCA         | MOCP        | £       | KW       | VOLTS         | PHASE          | REMARKE |
| C 12 24 24 24 24 24 24 24 24 24 24 24 24 24  | BONE GIVE                                      | 46/4000      | STANK INSO, PC.  | 375                    | 200A/200A                                   | BADA SE       | ð            | 1                      | 176         | 200         | Ý       | ,        | 440           |                |         |
|  | NOVE AND                                       | NY.A/III     | 241/3 task: PC.  | 375                    | 300V3008                                    | BY ONY FR     |              |                        | £           | 2001        | V       | 1        | 2             | -              |         |
| 25.00  | CHAIRTY  | MOV/III      | MING, 1970C., UP'4   | 275                    | ACA/A03                                     | BYDIVE        | ž            |                        | 62          | 40          | Ì       |          | 9             |                |         |
|  | SAL NYMETER SALES - MAR                        | 46/1544      | 181/1 1485, 7°C  | 150                    | 400A/225A                                   | BY III V 71   |              |                        | E           | 275         |         | ,        | 480           | M              |         |
|  | #045 - 4CB                                     | 125A/N       | DELTA LESS. ULTITO   | 250                    | ASSACTION.                                  | 94 DOY 23     | 1            |                        | 12          | 125         | 7       | Y.       | 690           | -              |         |
|  | CHICKE   | 40,400       | SHIGHTING MCC  | 325                    | SOVKIA.                                     | Br Dr 23      | 4            |                        | 50          | 9           |         | ,        | 9             |                |         |
| 2 2  | STALL SAMES SOME - BASE                        | 137.19       | 341, SHES. 1-1/T.C.  | 170                    | AND ALISA                                   | \$40V23       |              | V                      | 901         | 110         | Ì       | ,        | *10           | 1              |         |
| 10   | SALA CIANCIA KUTANO MANA                       | USE          | MUD 1866, 1-1775   | 141                    | SOLVETON                                    | 24 010 22     |              | 1                      | 41          | 153         | -       | -        | 949           |                |         |
|  | CHIEFTS  | Thirth       | Mile table , We'c  | 200                    | BAVISA                                      | BY Drive 23   | Ļ            |                        | z           | Ŗ           |         |          | 465           | 1              |         |
| NTO TANDACAMENTERS   | CHICATA  | 15//34       | BEEL BEICH, MITC.  | 225                    | KRANKA                                      | BYDIVES       | V            |                        | =           | 51          |         | -        | 410           | 1              |         |
| ACM PROPERTY MADE  | MCC  | 25.1/27      | parte rayble, 1/4 C.   | 200                    | XXXXXXX                                     | BY DIV ZZ     | -            |                        | 20          | S           | 1       | -        | ă,            | 4              |         |
| ATM'S WANTED SAMETY  | HET.   | 703427       | 3440, 34100 , 37410.   | di.                    | IDANOA                                      | REMONSE       | 1            |                        | 8           | 20          |         |          | 77.8          | -              |         |
| WALL TRUSH HIP MICH HOAT   | CHINCATT                                       | 194700       | 1112, 1912C. 1/4'C.  | 308                    | #11/vet                                     | 88.00.33      |              | 1                      | 11          | 5           |         | 1        | .058          |                |         |
| AL SHANISHED IN  |  | 1177.18      | 1412, 1413C . V.C.C.   | 17.                    | 20421SA                                     | BY DIV 24     |              |                        |             |             |         |          | 100           | -              |         |
| EF-2 PAVIL MES-SA  |  | 1000         | MIL 1813C, MF.C.   | 810                    | 194/15A                                     | MARKE         |              |                        |             |             | -       |          | 46            | -              |         |
| ALMILIANA LINIA  |  | 154/10       | 2817, 1613G . 3/4 C.   | 200                    | 200/100                                     | *****         |              |                        |             |             | 0.0     |          | 130           | -              |         |
| FE PANISHER  |  | AWG.         | Jeno selos, Merc   | 116                    | WIZZYGE                                     | NUN           |              |                        |             |             | 9.5     | þ        | 150           | Ų,             | 1       |
| ALL TANK UP 24   |  | MAIR         | 2412 3035, MCC   | 200                    | SEATER                                      | NVA           |              |                        |             |             | 6.0     |          | 120           | -              |         |
| FEET PAYOUTE   |  | 40/03        | 2412, 18124 . MF.C.  | 316                    | ACIACIA .                                   | MAN           | -            |                        |             |             | E G     | 1        | 97            | -              |         |
| PE-10 KAND HAP SE  |  | 1000         | 1417, 14134 . 1/4 L  | 235                    | 10A/15A                                     | BAGIASE       |              |                        |             |             | -       | 34       |               |                | ,       |
| THE NAME OF STREET   |  | 15/4/2       | BEEF, SALDE, ALFO  | 225                    | SHAPEA                                      | BY SIV III    |              |                        |             |             | 0.3     | )        | 940           |                | 1       |
| T. IV. PAYR MAJE   |  | MALIE.       | 1112. 1915C. 1/1°C.  | 240                    | 274774                                      | BY DIV 78     |              |                        |             | 1           | 0.1     |          | ¥             |                |         |
| THE PARTIES  | 1  | 234/18       | MIN MICE. Mer.   | 250                    | \$59/E4                                     | 1264          | -            | -                      |             | ١           | 2.1     |          | 120           | -              |         |
| E  |  | 2/4/19       | MAN LEVEL . MET  | 225                    | 104/MA                                      | MAN           | 1            |                        |             |             | 0.5     |          | 120           | 7              |         |
| ATES PROSESSED PROPERTY  | Distant  | KWS          | 3413, 1413C, 3/4°C.  | 200                    | 30A/15A                                     | NY OVE        | į            |                        | Ų           | V           | 0.75    | ,        | 100           |                |         |
| HAPA MATERIALISME  | Distant  | 4.74         | THE PARTY OF C.  | H.                     | SENTEN.                                     | BYDYLL        | 1.           | 1,3                    | 4 -         | e.          | 7.5     | Ç4       | 0 1           |                |         |
| 79   | The same                                       | The same     | The lates with   |                        |   |               |              |                        |             |             |         |          |               |                |         |
| NOTES:<br>A SPERATO COS  | SECRETO SPECIFICATIONS FOR STANDARD FFATILISES | CEACHAR      | FFATURES   |                        |   |               |              |                        |             |             |         |          |               |                |         |
| ASS MUSA TORIS   | 94   |              |  |                        |   |               |              |                        |             |             |         |          |               |                |         |
| WD VARA  | NO - VARIABLE PREDICTION OF CONTROL            | MARKE        |  |                        |   |               |              |                        |             |             |         |          |               |                |         |
| RVNR BEDIX   | SVAR REDIKED VOLTAGE NON REVERSING             | A REVERSIA   | 9,0  |                        |   |               |              |                        |             |             |         |          |               |                |         |
| THE PART   | HAY, SHACTONA PUPPERSHIP MOTOR STATIFF         | CHARACTE     | ACCEPTED.  |                        |   |               |              |                        |             |             |         |          |               |                |         |
| 250 740  | PLEO CTAYO LICED, NON PENERDINE                | TRUNCS       | The state of the s |                        |   |               |              |                        |             |             |         |          |               |                |         |
| MAN MANU   | AL STARTER (TO.                                | SOLE SWITCH  | MAN MANUALSTARTER (TOGGLE SWITCH WITH THERMAL DVERLOADS)   | CADS.                  |   |               |              |                        |             |             |         |          |               |                |         |
| LOCAL DISCOL   | WELT SWITCH 5                                  | IZE INDICATA | DICTI DEVICES AND LUCAL DISC. SWITCHES SAVITCH FRAME FOLLOWED BY FUSE SIZE II E. 30A/20A REPRESENTS 30A FRAME SWITCH WITH 20A FUSES).<br>OCAL DISCONNECT SWITCH SIZE INDICATES SAVITCH FRAME FOLLOWED BY FUSE SIZE II E. 30A/20A REPRESENTS 30A FRAME SWITCH WITH 20A FUSES).  | WED BY FUSE SIZE (I E  | 30A/20A REPRESU                             | ENTS 30A FRA. | ME SWITT     | CH WITH 20A FU         | (525)       |             |         |          |               |                |         |
| PROVIDE WEJ  | THERPROOF FU                                   | SED DISCONI  | MOVIDE WEATHERPROOF FUSED DISCONNECT SWITCHES WHERE LOCATED OUTDOORS OR IN WET LOCATIONS   | LOCATED OUTDOORS C     | IR IN WET LOCATI                            | DNS           |              |                        |             |             |         |          |               |                |         |
| ALL STARTERS   | DISCONNECT S                                   | WITCHES, CI. | AL STARTERS, DISCONNECT SWITCHES, CAGLIT BACANCES, BRANCH CIRCUIT WIRING, CTC, SHALL BK FURNI SHED AND INSTRULED BY OUNSION 28 UNLESS CITHERWISE NOTICE.   | II CIRCUIT WIRINS, ETC | SIML BE FURNE                               | HED AND IN    | STALLEDE     | Y DIMSION 25 C         | MESS UIT    | IERWISE PR  | orco.   |          |               |                |         |
| THE "O CP E  | EVICE" SMALL BE                                | A CIRCUIT E  | THE OC PRINTER SAME A (MICH) BREAKER UNITES OF HEAVING ROLLS OF THE PRINTER OF TH | VISE NOTED             | 7 TO 10 10 10 10 10 10 10 10 10 10 10 10 10 | AND AN EN     | 1 1C 8000    | The rate of the little | ALLEGA INC. | TOTAL SALES | AND DES | A 56 COM | Section Steam | STATE OF STATE | 13      |
| ALL WD'S 54A   | IL BE FURNISHE.                                | D OY DIVISIO | N 23 AND INSTALLED BY  | DIV 26 POWLA WHIM      | G FROM SQUALL                               | O Ve D ar or  | V. 40 mm     | A SOUND OF W           | OTTO SEE    | PERMIT      | 2000    | 2        | 100           |                | 200     |
| CONCONNEC  | SWITCHEST                                      | AD COMME     | DESCRIPTED WHICH THE WINDOWN STILL FRANCES WITH HAVE A MICRO SWITCH FOR SUMMERING WED SKILL ID UNKNING OF MOTOR REGURNINGS.  | VE A MICHO SWITCH IN   | OH SIGNALING YEL                            | MULDOWN       | MICA         | UPPRING OF P           | UlDhree     | UFRBITION   |         |          |               |                |         |



### CITY OF WATERBURY

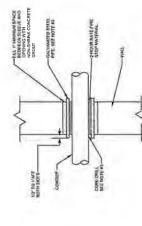
DUGGAN ES ROOFTOP
EQUIPMENT AND PUMP
REPLACEMENT
38 WORTER STREET
WATERBURY, CT 06709
ELECTRICAL
SCHEDULES

DATE 72017722 DAMMER 23 DECEMB 1/49 PROLING 2000C-13 DAMMER 2000C-13



# CONDUIT PENETRATION DETAIL THRU EXISTING CONCRETE/MASONRY FLOOR SCALE: NTS NOTES.

1. CORE DRILL EXISTING SLAB FOR NEW CONDUITS.
2. PROVIDE HERE STOP MATCHAL, AT ARING SANOW.
3. STOES SHALL BE A ANIMALIA OF T DAMIFIER LARGER THAN CONDUIT PROVIDE CORE DRILL A MINIMALM OF 2" LARGER THAN O C. OF THE SLEEVE



AI Engineers

## CONDUIT PENETRATION DETAIL THRU EXISTING CONCRETE/MASONRY WALL SCALE NTS

NOTES:

11 CORE DRILL EXISTING SLAB FOR NEW CONDUITS.
22 PROVIDE FIRE 510P MATERIAL AT PATING SHOWN
33. STEE SHALL EAR ANIMALIAN OF 1" DIAMETER LARGER THAN THE CONDUIT, PROVIDE CORE DRILL A MINIMUM OF 2" LARGER THAN THE OF THE STEEP SHALL ANIMALIAN OF 2" LARGER THAN OF 0" OF THE SLEEPE.

CITY OF WATERBURY

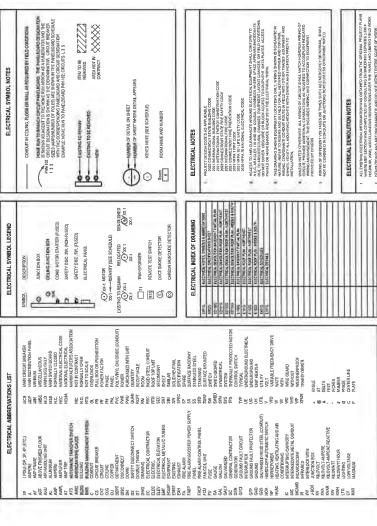
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235 GRAND STREET WATERBURY, CT 06702

DUGGAN ES ROOFTOP EQUIPMENT AND PUMP REPLACEMENT 38 W PORTER STREET
WATERBURY, CT 06708

DEMONSTRE
ELECTRICAL DETAILS

E701D



AI Engineers

hltp://www.alengheers.com Middelavm, CT New York, NY Etnsbrd, NY Bassan, Cranston RI Richmond, VA Extor, PA

ALL DEBNGTECTION, REQUINITIONAL DITARED FIGURES CONGLINE OF WARRING STORMAND CONGLINE OF STORMAND STOR

CITY OF WATERBURY

THIS SOURCE APPEARS 12"-117"

235 GRAND STREET WATERBURY, CT 06702

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5 AF PARELBOARDS ARE EXTSTING TO REMAIN UNLESS CHERKYRS NOTED CONTRACTOR TO VERIFY ALL CIRCUITS FEEDING THE MECHANICAL EQUENIENT PRIOR TO REMOVAL.

10. EXECUTE DELIGITION IN A SAFE MANNER EGRESS. EXITS AND FIRE PROTECTION OR ALARM. EGREPHATE REQUIREMENTS NAVIL OR MATERNATION CONTRACTOR SHALL DE RESTONABLE. FOR ALL DEVOLITION RECESSARY TO COMPALET WORS. VERIEY EXERING CONOITIONS ON THE JOB SITE BEFORE BEGINNING ANY WIGHS, CONTIDOR DESCULTION AND NEW CONSTRUCTION WITH THE DYNNER PRIOR TO COMBINED RESERVE OF WORK.

Contract the least are as an owner, and a section, and restriction of the profit participation. In the least test of the recent of one or least the province support as proceeded, for pitt, an example and participation of coloring one support as proceeding of the pitt, and are also provided to an obtaining the constitution.

Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

ELECTRICAL
NOTES, SYMBOLS
& ABBREVIATIONS

E001G tribuca or man

94 SPRING LAKE ROAD WATERBURY, CT 06706

### $\triangleleft$ A TOPIC AND A THE A THREE THREETS TO MISTURE, CORNORME ACROSS A THREETS TO MISTURE AND A THREETS AND 1 No. 109-2779 SOCIET (ELL. 1217) SOCIET (SOLID SOCIET SOC 1. NOT NO ANNIHATION OF THE ALL STATES OF THE ANNIHATION OF THE AN works despect the reaction of the country of the seek section to operate, we work regions a top-state it was recorded to consider the country of the country A PROPUE SPECIFICATION GRADE WHITE DEMOS. INCLUDING WILL SITFULLES, RECEPTIVALES, AND DEMOE PARTES AND BOX CONDES, COLORED SMITCHES AND RECEPTIVALES SHALL BE WRITE TO WATCH PLASTING DILAYONG DEMOSES OF AS DIRECTED BY GWILDLY ARCHITECT. FURNISH MU NISTALL FRACTIONAL, HORSEPOWER JUMINAL JUSTOR STARTERS WITH ON-OFF CONTROL, THESALL ORBELON, ESLAY WON PLOT LIGHTS. JUMINACITIRED BY GENERAL PLECHER, SRUBES, SOUME '0', ON ALLEN BROADER. ARRANCE CONQUIT SUPPORTS TO PREVENT DISTORMON OF AUCHNESS BY WIRE PULLING OPERANDAM. FASTEN CONDUIT SECURECY TO BUILDING STRUCTURE USING CAMPS. WHARDES AND THREADED FOO, ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MINITAWAY. CONCERTION TO SERVING MACHINE SHALL HOW A 2 (THOS) INCH PARKELL "HES". PROVIDE 302/304 SATIN SAUGITH, STANLESS STEEL FOR INTENDR AND GASKETED IN LEGAL, WITH HINGED GASKETED "IN USE" DENCE COVERS FOR EXTENDR. I. Implied realwhy byth detection of the foresteen to the interpretate described and interpretate to the property of the A TUBER AND INSTITUTE DESCRIPTION OF SAME AMARACULTY AS SATURDAY A ALL HEN CIRCUIT BRICKETS SHALL MATCH DESTING IN STALL MANUACHIRER AND MITERS RATHOL FOR PAMEL IN WAICH THEY ARE BEING PISTIALED, UNICES NOTED OTHERWISE. DESIGNATION SOMES IN MAIN PROSES CONDUCTORS 2) LUCHTON AND TOPICST BRANCH CIRCUIT WIRN'S BURED UNDER 3) BULLS CONCERT SAME 4) LONDLAND TO BURE TO BURED OF THE SAME TO 26411 - DISCONNECT SWITCHES 26412 - CIRCUIT BREAKERS CONDUTT INSTALLATION SCHEDULE: 26140 - WIRING DEVICES 2 POLE, SURFACE CRIGITITI C CONTH PLATES CONTRIBUTION OF A STATE OF A STAT The state of the s MANUAL STATE ORDER THE STA-MORE INCOMED SEES ARE BINNING BACKES AND HIGHWAY HAVEN HA INVESTIGATION CONTROL OF CONTROL OT CONTROL OF CONTROL OT CONTROL OT CONTROL OT CONTROL OT CONTROL TEDDES AND BRANCH CHOUNT LANGET THAN 100 6 JAIN, COPPEZ STRANGED GROUNDING, SON THIRDLAND, HINDLAND, SUPPORTION, HINDLAND, HINDLAND, HINDLAND, SUPPORTION, HINDLAND, HINDLAND, SUPPORTION, HINDLAND, CONNECTION, THE THICK WHET NO IS AND AND SAMLIN WITH SELF-HISOLATING, WITE NIT CONNECTION, THE WAS AND ADDRESS OF A CONNECTION THE ALL DESCRIPTION BROD A ACCOUNT ATTE SAME LINE USE IN LESTED WAS PAULE LINESCUIT ON THE CASE OF INCREMENTAL THE OWNER OWNER OF INCREMENTAL THE OWNER OWNER OF INCREMENTAL THE OWNER OWNER OWNER OF INCREMENTAL THE OWNER PROVICE CALVANZED SHETI METIA, BOXES CONTORAING TO HEIDA OS 1. 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COMPANES AND SHALL BE USED ONLY FOR THE PURPOSE FOR WHICH IT WAS SUPPLED. IT SHALL NOTE COPIED, REPRODUCED OR OTHERWISE USED, NOR SHA SLICH INFORMATION BE FURNISHED IN WHOLE OR IN PA WITH THE PRIOR WRITTEN CONSENT OF ALENGIN AND SHALL BE RETURNED UPON REQUEST AI Engineers

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CITY OF WATERBURY

235 GRAND STREET WATERBURY, CT 06702

THIS SOLUNG APPEARS ON FULL SIZE SHEETS

Rooftop Replacement and Pump Duggan and Gilmartin Schools Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

SPECIFICATIONS SHEET ELECTRICAL

**E002G** 

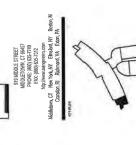






AI Engineers

(D) DISCONNECT AND REMOVE EXISTING MECHANICAL EQUIPMENT AND ASSOCIATED CONDUT, WIRNG, BISCONNECT SWITCHES, STARTERS, AND SOURCE CIRCUIT BREAKERS



## CITY OF WATERBURY

WATERBURY, CT 06702

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Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

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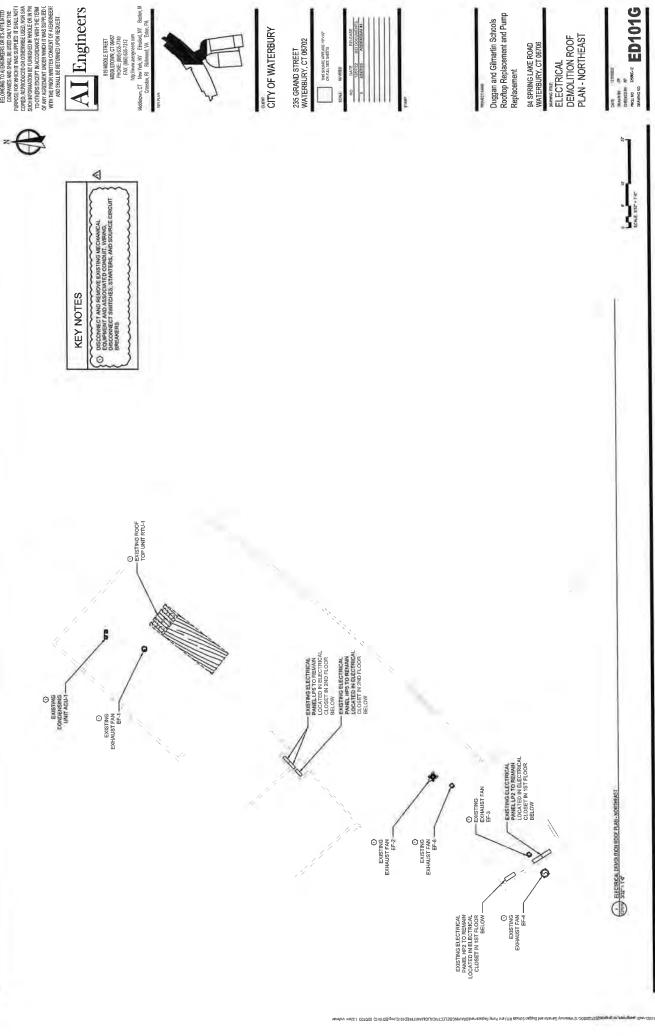
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MECHANICAL ROOM

ELECTRICAL ROOM 0002

EXISTING PANEL HP1 TO REMAIN

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### KEY NOTES

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© EXISTING ROOF TOP UNIT RTU-2

EXHAUST FAN

EXISTING EXHAUST FAN



919 M/DOLESTREET
MIDDLEFORM, CT 06/67
PROFILE INDESCRIPTION
FAX. (860) 553-712
PAX. (860)

### CITY OF WATERBURY

235 GRAND STREET
WATERBURY, CT 06702

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Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

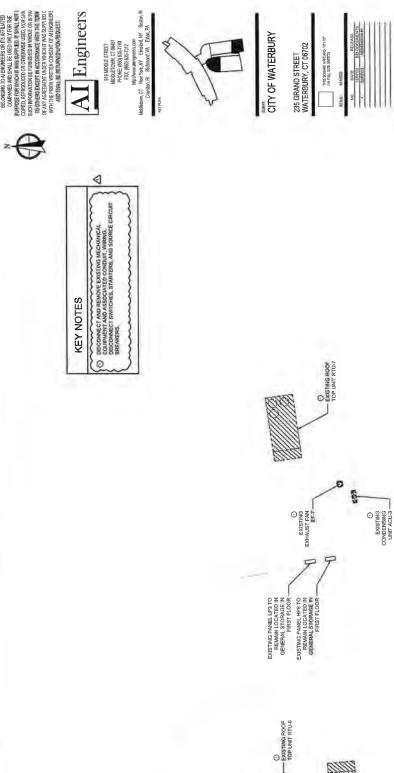
© CONDENSING CONDENSING UNIT ACU-2

94 SPRING LAKE ROAD WATERBURY, CT 06706

ELECTRICAL DEMOLITION ROOF PLAN - NORTHWEST

SAN HENRY DESCRIPTION OF ACTUAL STREETS ED102G

EESTRICAL DEMOCRICAL PROPERTY - MORTHWEST



EXHAUST FAN

EXISTING ROOF TOP UNIT RTU-5 —

EXESTING ROOF TOP UNIT RTU-4

Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

EDITECTRICAL DEMOLITION ROOF PLAN - SOUTH

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94 SPRING LAKE ROAD WATERBURY, CT 06706

ELECTRICAL DEMOLITION ROOF PLAN - MIDDLE & SOUTH

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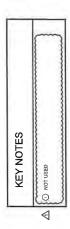
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MECHANICAL ROOM

EXISTING PANEL HP1 ELECTRICAL ROOM

CITY OF WATERBURY

WATERBURY, CT 06702

THE SOURCE VENUE

OF MALSON SPETS

Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

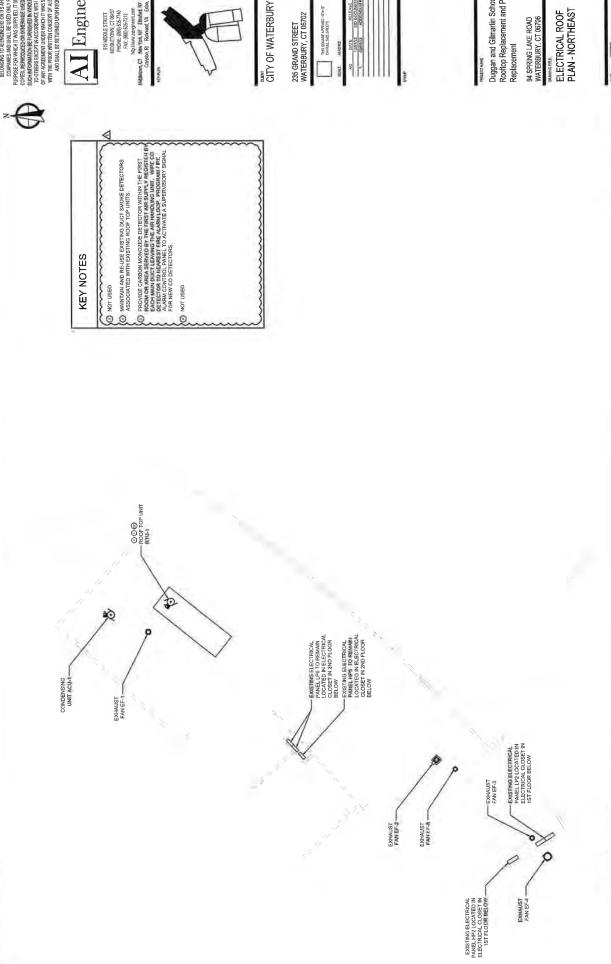
94 SPRING LAKE ROAD WATERBURY, CT 06706

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DEMONSTREE ELECTRICAL BASEMENT PARTIAL PLAN

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AI Engineers

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### CITY OF WATERBURY

235 GRAND STREET WATERBURY, CT 06702

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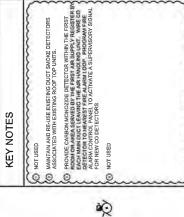
Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

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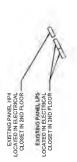
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⊕©© ROOF TOP UNIT RTU-3

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AI Engineers

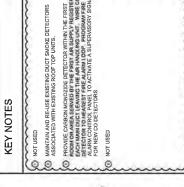


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EXHAUST FAN EF-5 -

FAMELS

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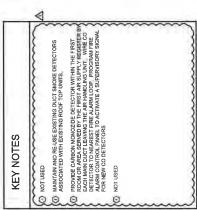
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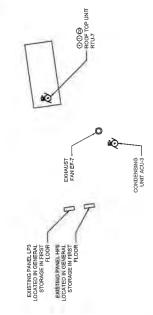
Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706 WATERICAL ROOF PLAN - NORTHWEST









OOO FROOF TOP UNIT RTU-8

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EXHAUST FAN EF-6 —

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## CITY OF WATERBURY

235 GRAND STREET WATERBURY, CT 06702

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Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

ELECTRICAL ROOF PLAN - MIDDLE & SOUTH

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CITY OF WATERBURY

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Replacement
WATERBURY, CT 06706

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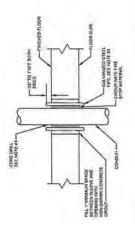
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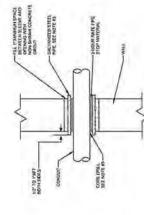
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Duggan and Gilmartin Schools Rooftop Replacement and Pump Replacement

94 SPRING LAKE ROAD WATERBURY, CT 06706

ELECTRICAL DETAILS

E701G 

## CITY OF WATERBURY

235 GRAND STREET WATERBURY, CT 06702

THIS SOUNDE APPEARS UZ-1/Z ON FULL SIZE SHEETS

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



### OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

### **ADDENDUM #8**

February 22, 2023

RFP 7497 HVAC Upgrade/Replacement Gilmartin and Duggan

Additional RFI's.

Please refer to the questions and answers below.

Question: Electrical Demolition drawings Key Note#1 states to remove associated conduit and wiring. Is the intent to replace all conduit and wiring back to the source / panel with new?

Answer: Yes, the intent is to replace all conduit, wiring & circuit breaker in the source panel with new. Approximate feeder lengths are noted on Motor Circuit Schedule.

**Question:** If the conduit needs to be replaced please provide electrical as built drawings showing the existing conduit layout for the mechanical equipment?

**Answer:** As-built drawings available drawings attached via this link below. As-built drawings do not show existing conduit layout.

LINK: Drawings: RFP#7497 Duggan & Gilmartin

**Question:** It was stated at the walk through today 2/15/2023 that the fire alarm vendor was ADT. There are 3 ADT contact numbers in CT in which further account detail needs to be provided for them to give an appropriate quote for the system. Please provide a contact number and rep name for the fire alarm so the fire alarm hardware and programing can be priced accordingly. / Who is the fire alarm vendor & contact info for each of the schools?

Answer: Contact email: deborahaltieri@adt.com

**Question:** Please provide quantity and locations of CO detectors. Note #3 on each drawing page in the electricals say that the register is in the media space. Was it the intent for 1 co detector to service all of the roof top equipment?

**Answer:** Duggan: Provide (11) CO detectors, one for each AHU and MAU. CO detector shall be centrally located within the first room / area served by the first air supply register by the main duct leaving Units.

Gilmartin: does not require CO detectors.

**Question:** Can you provide as-built drawings for each school, specifically Gilmartin? This relates to the existing hot water coils & pipe sizes that are currently installed within the duct work that are to be demolished & re-piped up into the 5 of the RTUs that are to be replaced. **Answer:** As-built drawings will be provided to successful bidder.

Question: Are we allowed to utilize the parking lot next to the loading dock at Duggan School to setup our crane to rig off/on the units? (See attached picture of the location in question) If not, are we only to use the bus drop-off area in front of the building? I'm not sure the crane will reach far enough to the back of the building considering the size of these units.





**Question:** Should we carry an add alternate to furnish & install new duct smoke detectors? **Answer:** Provide add/alternate pricing to replace existing duct smoke detectors for the following units (total of 23):

### Duggan:

- Supply only: Units 2, 5, 6, 8, 9

- Supply and Return: Units 1A, 1B, 3, 4, 7

### Gilmartin:

Supply only: Units 3, 5, 6, 7Supply and Return: Units 1, 2

**Question:** Will any work required on the interior of the school be required to be done off hours at night or on weekends?

**Answer:** Yes. Work which disruptive to normal operation to be scheduled off hours.

**Question:** Will any shut downs of the rooftop units need to be performed off hours and back up and running before the school is opened.

**Answer:** Shutdown of RTUs to be coordinated with DOE/Principal to minimize impact to the normal operation of the schools.

Question: Are there existing hot water isolation valves at each RTU to allow for individual shut downs

**Answer:** While there may or may not be isolation valves at every unit, the existing isolation valves may or may not function.

Thank you.

Maureen McCauley

Assistant Director of Purchasing - City of Waterbury



Phone (860) 678-0678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

March 10, 2023

Kevin McCaffery
City of Waterbury, Department of Education
235 Grand Street, Room 103, Waterbury, CT 06702

RE: RFP #7497 Duggan School & Gilmartin School HVAC Upgrades/Replacement Work

Dear Mr. McCaffery,

All State Construction is pleased to submit our combined proposal for RFP #7497 Duggan School & Gilmartin School HVAC Upgrades/Replacement Work.

We will supply all labor, material and equipment necessary to perform all HVAC & Electrical work associated with RFP #7497 Duggan School & Gilmartin School HVAC Upgrades/Replacement Work. All work shall be per the latest project documents prepared by Al Engineers dated December 7, 2022 including Addendum #1-8.

Drawings: Cover sheet, M001, MD100D, MD101D, MD102D, M100D, M101D, M102D, MD101G, MD102G, MD103G, M100G, M101G, M102G, M103G, M501, M502, M601, M601G, E001D, ED100D, ED101D, ED102D, E601D, E701D, ED100G, ED101G, ED102G, ED103G, E100G, E101G, E102G, E103G, E601G, E701G

Specifications: M002, M003, M004, M005, M006, M007, E002D, E002G

Our price to perform all work as outlined below at Duggan School and Gilmartin School shall be: \$3,198,000 Three million one hundred ninety-eight thousand dollars.

Pricing is based on using SNE Control Systems.

#### Work Specifically Included:

- Coordination with Owner regarding scheduling to perform work
- Trace electrical power circuits and control wiring circuits prior to beginning any removals
- Lockout/Tagout and disconnect existing equipment scheduled to be replaced with new matching equipment installed in same locations
- Replace existing ductless split systems as shown on plans
- Replace existing exhaust fans as shown on plans
- Replace existing roof top units as shown on plans
- Replace existing hot water distribution pumps as shown on plans
- Provide new variable frequency drives serving new pumps at Duggan School only
- Safely crane equipment from roof down to ground level and dispose of properly as per regulations
- Safely crane new equipment up to roof and set on existing curbs.
- Carefully salvage existing ceiling grid and tiles to accommodate electrical conduit replacement

# ALL STATE CONSTRUCTION, INC.

Phone (860) 678-0678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

- Being mindful to protect existing devices installed in ceiling
- Reinstall upon completion of installation
- Carefully channel and patch existing walls as needed to accommodate electrical conduit and refrigeration piping replacement
- Remove and replace existing electrical power wiring, conduit, circuit breakers, and disconnects from source panel to equipment
- Remove and replace existing natural gas piping from unit to roof penetration. Provide new regulator.
- Provide new condensate drain piping serving rooftop units
- Provide new condensate drain piping serving ductless split indoor units. Connect to existing piping in proximity.
- Provide new electrical power conduits, pull boxes, wiring, circuit breakers, disconnects
- Flash new roofing penetrations
- Daily cleaning of work area
- Startup & commissioning assistance
- Prevailing wages
- Warranty

#### Work Specifically Excluded:

- Taxes
- Special insurance
- Engineering or design
- Removal of any contaminated or hazardous material
- Independent testing & inspections
- Commissioning (assistance only)
- Temporary heat or cooling
- Dust collector system
- Duct cleaning
- Walk pads on roof
- Roof curbs to be reused
- Water testing & chemical treatment
- Furnishing of any materials not specifically noted above as being included
- Replacement of equipment not shown on plans or equipment schedule
- CAD drawings

Sincerely,

Pete Pare Executive Vice President All State Construction, Inc. Cell: (860) 250-8908



Phone (860) 678-9678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

#### Projects for the City of Waterbury

| 2001                                       |                     |
|--|---------------------|
| City of Waterbuy-Replace Gas Line          |                     |
| 2003                                       |                     |
| Barnard School-Replace Boiler              |                     |
| 2004                                       |                     |
| Bunker Hill School-New Boiler Firebox      |                     |
| 2005                                       |                     |
| Wilby High School-Replace Boiler Tubes     |                     |
| Hopeville School-Boiler                    |                     |
| 2006                                       |                     |
| Kennedy High School-Replace Coils          |                     |
| Kennedy High School-Boiler Feed Pump       |                     |
| Wilby High School-Replace Coils            |                     |
| 2007                                       |                     |
| Crosby High School-Replace Boiler Refracto | ory                 |
| 2008                                       |                     |
| Waterbury Public Schools-Replace Coils fo  | r Heating/Cooling   |
| Rotella School-Hydro Boiler                |                     |
| Rotella School-Replace Seals on Boiler     |                     |
| Hopeville School-Replace Boiler Section    |                     |
| 2009                                       |                     |
| Police Department-Air Dist. & Hydronic Sys | tem Renovation      |
| Seal Hood & Check Breach on Burnham Bo     | iler                |
| 2010                                       |                     |
| Laurel Hill Complex-Replace Coils          |                     |
| Waterbury Town Garage (DPW)-Check Lea      | k on Boiler         |
| Westside School-Replace Coils              |                     |
| 2011                                       |                     |
| Crosby High School-Clean Boilers           |                     |
| Wilby High School-Boiler Weld Repair       |                     |
| 2012                                       |                     |
| Crosby High School-Replace Leaking Boiler  | r Tubes             |
| 2013                                       |                     |
| Waterbury Town Garage (DPW)-Replace Lo     | eaking Boiler Tubes |
| 2014                                       |                     |
| Driggs School-Replace Boiler Sections      |                     |
| Supply Boiler Parts                        |                     |



# PROPOSAL FOR HVAC UPGRADE/REPLACEMENT GILMARTIN & DUGGAN ELEMENTARY SCHOOLS

**Project # 7497** 

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#### Proposer Information

NAME:

ALL STATE CONSTRUCTION, INC.

ADDRESS:

**449 COOKE STREET** 

FARMINGTON, CT 05032

PHONE:

860-678-0678

WEBSITE:

ALLSTATECONSTRUCTIONING.COM

ORGANIZED:

6/1/1973

STATE:

ORGANIZED IN CT

PREVIOUS NAMES:

ALL STATE BOILER WORKS, INC.: 1973-2000

ALL STATE BOILER & CONSTRUCTION, INC.: 2000-2008

PRESIDENT:

RICHARD PARE (SEE RESUME ATTACHED)

EXECUTIVE V.P.;

PETE PARE (SEE RESUME ATTACHED)

CEO:

MARC PARE (SEE RESUME ATTACHED)

#### Response to Default & Litigation Questions

Have you ever failed to complete any work awarded to you? If so, where and why? NO

Have you ever defaulted on a contract? If so, where and why? NO

Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe. NO

Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. NO

During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. NO

Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware? NO

## Qualifications/Experience/Team Resumes

#### SIMIUAR JOBS COMPLETED

| Description, Project Address                           | Customer Address, Contact,      | Engineer Address, Contact,         | Contract    | Contract | Comp     |
|--|---------------------------------|------------------------------------|-------------|----------|----------|
|  | Phone #                         | Phone #                            | Amount      | Date     | Date     |
| SOUTH SIDE SCHOOL MECHANICAL                           | CITY OF BRISTOL-PURCHASING DEPT | WESTON & SAMPSON                   | \$3,037,074 | 05/13/20 | 02/12/21 |
| 21 TURTLE STREET                                       | 111 North Main Street           | 100 FÖXBÖROUGH BLVD, SUITE 250     | BONDED      |          |          |
| BRISTOL CT 05010                                       | BRISTOL, CT 06010               | FOXBOROUGH, MA 02035               |             |          |          |
|  | TIM CALLAHAY 160-584-6195       |                                    |             |          |          |
|  | timothycallahan@bristolk12.org  |                                    |             |          |          |
| NORTHEAST SCHOOL BOILER                                | STAMFORD PUBLIC SCHOOLS         | BL COMPANIES                       | \$781,700   | 07/30/21 | 03/30/22 |
| 82 SCORELDTOWN ROAD                                    | 888 WASHINGTON BLVD, 3rd FLOOR  | 355 RESEARCH PKWY                  | BONDED      |          |          |
| STAMFORD, CT 06903                                     | STAMFORD, CT 06901              | MERIDEH, CY 06045                  |             |          |          |
|  | JOHN PERMA 203-912-524B         | BLAIR RICHARDSON 203-608-2573      |             |          |          |
|  | jperna@stamfordct.gov           | BRICHARDSON@BLCOMPANIES.COM        |             |          |          |
| NEW LONDON ARMORY BOILER & WATER<br>SYSTEM REPLACEMENT | STATE OF CT MILITARY            | SALAMONE & ASSOCIATES              | \$641,083   | 04/01/20 | 10/15/20 |
| 249 BAYONET STREET                                     | TEST CACREDE                    | 116 NORTH PLANES INDUSTRIAL ROAD   | BONDED      |          |          |
| NEW LONDON, CT 06320                                   | HARTFORD, CT 06105              | WALLINGFORD, CT                    |             |          |          |
|  | JAMES CAVANNA 860-883-3724      | IDE SALAMONE 203-281-5895          |             |          |          |
|  | JAMES.A. CAVANNAZ.NFG@MAILMIL   |                                    |             |          |          |
| SCOFIELD SCHOOL COURTYARD HVAC                         | STAMFORD PUBLIC SCHOOLS         | COLLECTIVE DEISIGN ASSOCIATES, INC | \$463,000   | 06/01/22 | 09/30/22 |
| 641 SCOFIELDTOWN ROAD                                  | 888 WASHINGTON BLVD, 3RD FLR    | 66 RIVERSIDE AVE                   | BONDED      |          |          |
| STAMFORD, CT 06903                                     | STAMFORD, CT 069D4              | WESTPORT, CT 06880                 |             |          |          |
| CONTRACT # 8-4041                                      | MICHAEL SIV 17H (914) 391-3786  | (203) 299-0250                     |             |          |          |
|  | msmith@stamfordzt.gov           |                                    |             |          |          |
| STANTON SCHOOL BOILER REPLACEMENT                      | NORWICH PUBLIC SCHOOLS          | VANZELAT                           | \$361,373   | 07/01/21 | 10/30/21 |
| BBG NEW LONDON TURNPIKE                                | 90 TOWN STREET                  | 10 TALCOTT NOTON ROAD              |             |          |          |
| NORWICH, CT 05300                                      | NORWICH, CT 06360               | FARMINGTON, CT 06032               |             |          |          |
|  | MATT BROWN (850) 213-9848       | HALKERR (860) 284-5054             |             |          |          |
|  |                                 | '                                  |             |          |          |











# AllStateConstructionInc.com

### **Contents:**

Firm Profile
Project
Experience
Licenses &
Certifications



#### Firm Profile







For nearly fifty years, All State Construction has been a leading General, Civil and Mechanical Contractor for the northeast. The company focus' on a wide range of projects in both private and public sectors including but not limited to Academic, Commercial, Healthcare, Federal, State & Local Government Agencies, Industrial and Institutional.

Under the experienced management of three generations in the construction of specialty projects, you can be confident in the professionalism, quality, teamwork and reliability of All State's employees. They operate as an open shop, utilizing both union and non-union subcontractors and the staff are fully certified and licensed. All State Construction self performs:

- General Construction
- Mechanical Construction
- Underground Utilities

- Steel & Pipe Fabrication
- HVAC Servicing
- Sitework

Beginning in 1973 primarily as a *Mechanical Contractor*, All State Construction became a member of the American Society of Mechanical Engineers and are currently one of the few holders of the "U", "S", "H" and "R" Stamps in the northeast, enabling All State to work on and repair pressure vessels.

As a Sitework and Underground Utilities contractor, All State has experience installing hundreds of miles combined throughout the years of Direct Buried Piping Systems with a full staff of licensed pipefitters & welders and licensed heavy equipment operators & drivers. All State's inhouse fleet located on a six-acre lot includes excavators, loaders, backhoes, buildozers, vibratory rollers, tri-axle trucks and cranes.

Steel & Pipe Fabrication takes place daily in All State Construction's 18,000 square foot fabrication shop allowing it to meet the needs of clients and projects. Their fabricators are fully licensed, trained and experienced in the methods of Stick, TIG and MIG welding with capabilities to work with a wide range of materials from carbon steel to stainless and high nickel alloys. All State is on the leading edge of weld technology with multiple Red-D-Arc automated welding machines capable of any piping application. Quality is of the utmost importance to All State, employing a fulltime Certified Weld Inspector on site to meet and exceed all AWS and ASME standards.



All State Construction's *HVAC Service Department* currently has secured several multiple-year service contacts with Government Agencies, Municipalities, Universities, Correctional Institutions and Private Sectors for their HVAC needs in addition to the monitored 24-hour emergency line with quick response time.

- Single source for all system service and repairs
- Around the clock emergency response
- Temporary rental boilers available, if required for use during repairs
- ASME Code Authorized repair service
- Permanent staff of over one-hundred skilled licensed labor.

#### SAFETY

All State Construction is committed to providing a safe and healthy environment for both the client and construction personnel on every project. Their Safety Program is characterized by proactive safety management, project safety planning and jobsite hazard awareness.

All new employees are provided, by the dedicated Safety Officer, a written understanding of All State's requirements and expectations regarding the safety program. Additionally, each new prospective employee is subject to a pre-employment drug screening, a background check and all safety sensitive positions are subject to random drug screening.

The Safety Officer's responsibilities include the preparation of a *Site-Specific Safety Plan* for each project, addressing in detail how All State employees are to conduct themselves while on a particular job, identifying unique challenges on each project. A *Job Hazard Analysis* is also conducted to help foresee potential hazards before they are encountered, including direction on how to proactively eliminate or control the hazards, preventing a negative safety impact. All employees on the project are required to read and understand the Site-Specific Safety Plan and the Job Hazard Analysis prior to mobilization in addition to attending Weekly Safety Meetings, Documentation & Notification of Incidents & Near Misses and Documented Safety Audits.

All State Construction's Safety Program Success weighs largely on providing strong Safety support, active employee participation in Safety Programs and continuous training on the following but not limited to:

- OSHA Construction Safety
- Confined Space Entry
- Fire Safety & Prevention
- Hazardous Communications
- Hazardous Material Handling
- Lock-Out/Tag-Out
- CRP & First Aid





Fern Pare, Founder

Originally from Canada, Fern arrived in the U.S. and began working as a Welder and Boiler Maker. In 1973, he started what we know today to be All State Construction, out of his home garage with one truck. Eventually acquiring his own company building and equipment, Fern employed one son, Richard, in the office and his other son, Pete, in the field, focusing the company on Boiler Making and Heating.



Richard Pare, President

As the company grew and Fern retired, Richard became President. The company branched out to a wider array of services including underground utility work, central heating plants and general contracting within the Healthcare, Education, Government, Municipality and Correctional facility sectors. Richard serves currently as the Director of Finance.



Pete Pare, Executive Vice President

A Master Welder and Pipefitter, Pete left the field shortly after Fern's retirement to serve as Executive Vice President in the office, Directing the Marketing and Estimating portion of the business. A new website was created, competitive public bidding became a daily task and many more field workers were hired. 45 years after the incorporation of All State Construction, it grew to 120 employees.



Marc Pare, CEO

All State became a third-generation family company in 2008 when Richard's son Marc came aboard as the Director of Project Management. In addition to construction experience, Marc holds a BS in Mechanical Engineering from Villanova University and an MBA from Suffolk University. Currently, Marc is responsible for all phases of project construction including budgeting, cost control, document control and scheduling as well as acting CEO.

# ALL STATE CONSTRUCTION, INC.

#### **Project Experience**

All State's commitment to integrity and craftsmanship has led to a long list of projects completed as well as repeat customers demonstrating our success at maintaining long-term relationships and performing within budget.

Please contact us for a complete list of References and Completed Projects.



#### Licenses & Certifications

State of Connecticut Major Contractor License #MCO.0901120
State of Connecticut Mechanical Contractor License #MEC.0001084
State of Connecticut Plumbing Contractor License #PLM.0280910.P-1
State of Connecticut HVAC Contractor License #HTG.0385985.S-1
State of Connecticut DAS Certified Contractor:

- General Building Group C
- Sewer & Water
- Sitework
- Plumbing
- HVAC

Commonwealth of Massachusetts Plumber & Gasfitters Business License #3007 Commonwealth of Massachusetts Plumber & Gasfitters Master Plumber #15385 Commonwealth of Massachusetts Pipefitter Unrestricted Master #PMU-001137 Commonwealth of Massachusetts DCAMM Certified Contractor #1499:

- Prime-General Contractor
- Sub-HVAC & Plumbing

Maryland General Contractor License #21328576

Mashantucket Pequot Tribal Nation Vendor License (Foxwoods)

Mohegan Sun Tribal Gaming Commission Vendor License

State of New York, Suffolk County Master Plumbing License #MP-50818

State of Rhode Island Contractor #GC-16376

Rhode Island Department of Labor & Training Master Plumber License #MP003599 Rhode Island Department of Labor & Training Master Pipefitter License #00006478

Certified Manufacturer of Pressure Vessels "U" Stamp

Certified Manufacturer & Assembly of Power Boilers "S" Stamp

Certified Manufacturer & Assembly of Heating Boilers "H" Stamp

Certified for Repair & Alteration of High-Pressure Boilers & Pressure Vessels "R" Stamp

Associated Builders & Contractors CT Chapter Member

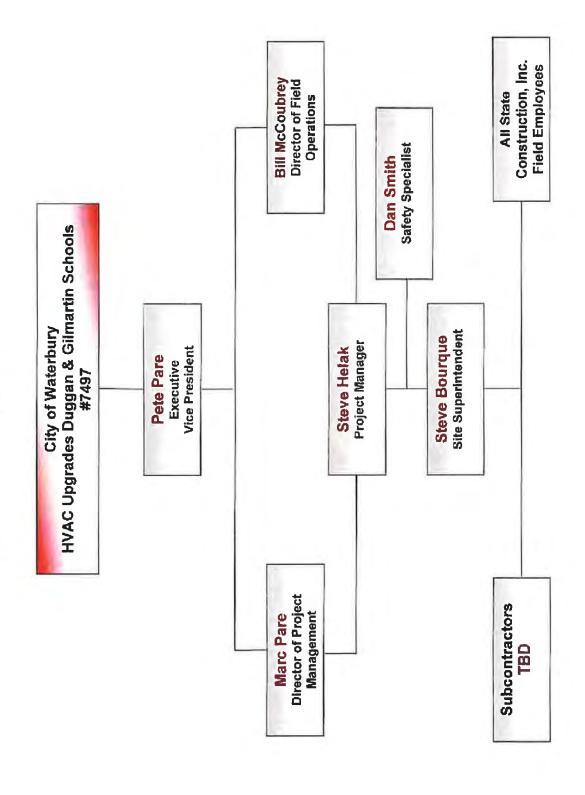
American Society of Mechanical Engineers Member (A.S.M.E.)

Chamber of Commerce Member

National Board of Boiler & Pressure Vessel Inspectors Members



# All State Construction, Inc. Proposed Organizational Chart



#### Richard Paré

# 25 West Shore Drive Old Saybrook, Connecticut 06475

#### Experience

#### 2000 - Present All State Construction, Inc.

President and Controller

- Supervise all personnel policies of the company, participate in selection, development and retention of management personnel, review management personnel in above group, oversee review process for all other management employees through delegation of responsibility, and set overall policy, including compensation and incentive compensation.
- Duties include maintaining the corporation integrity within the community, developing and implementing the Strategic Business Plan for All State, representing the company in third party and intercompany relations such as banking, bonding, benefit plans, etc., establishing and overseeing the financial and administrative processes of the company, establishing policies for contracts, subcontracts and purchase orders with input from the Director of Project Management, and overseeing the approval process for all contracts and subcontracts that significantly deviate from standard.
- Responsible for profit and loss of corporation along with other owners, review and approve annual Corporate Budget, approve capital expenditures and hiring actions, chair Executive Committee meetings and ensure completion of agenda, oversee the payment of vendor and subcontractor invoices, plan and negotiate bonding and credit arrangements, conduct risk management function including insurance carrier negotiations, oversee collection of Accounts Receivable, and oversee legal issues as necessary.

#### 1980 – 2000 All State Construction Services, Inc.

President

- Oversee all senior management in the daily operations of the business and report directly to the Board of Directors.
- Work with the General Manager in managing and supervising job estimating and costs for proposed work, work in process and completed work.
- Review financial transactions for the corporation. Supervise all accounting functions including annual audits, bonding requirements and cash management for the business.
- Liaison with legal retainers.
- Prepare financial reports for Board of Directors and oversee projected billing and forecasting.
- Administrate the 401(k), Profit Sharing and BENECO Retirement Plans for the corporation.
- Coordinate and manage major equipment purchase and financing options.

#### 1978 – 1980 All State Boiler Work, Inc.

Project Manager/Estimator/Service Manager/Quality Control Manager

- General construction work, site work, supervision and subcontractor management.
- Additional work done in contract negotiations and governmental requirements.
- Commercial burner, boiler and mechanical repairs, installations and general construction.
- Estimated complete projects including customer negotiations and coordination.
- Managed complete ASME program including quality control program and its renewal process with National Board of Pressure Vessels.

#### 1973 – 1978 All State Boiler Work, Inc.

Commercial Boiler/Burner Repairs and Installation

 Boilermaker/Pipefitter; Performed a variety of installations, repairs, replacements, maintenance and/or alterations of any apparatus and piping for the generation or conveyance of steam and associated pumping equipment including oil burner installation, servicing, underground oil tank replacements.

#### Education

#### **Waterbury State Technical College**

Associates degree in Mechanical Engineering: 1975 – 1977

#### **University of Hartford**

Advanced Classes in Business Management and Accounting; 1977 - Present

#### **Licenses / Certifications**

State of Connecticut – S3 Limited Heating & Cooling Contractor – License # 308200

State of Connecticut - Hoisting Certificate - Certificate # 2897

State of Massachusetts Master Pipefitter – License # PM 118602

State of Massachusetts Construction Supervisor – License #094445

State of Rhode Island Master Pipefitter – License # 00007442

State of Rhode Island Contractors Registration Board – Registration # 16376

American Red Cross – Adult CPR & First Aid Certified

Kemper Group - Certificate of Achievement: ASME: Section IX Welding

Hartford Steam Boiler Insurance - ASME, Section I Authorized Inspection Course

Hartford Steam Boiler Insurance - Certificate of Achievement: B&PV Repair

CNA Insurance – Certificate of Completion – Business Continuity Planning

Department of Commerce-Fraud Prevention Training

#### Peter Paré

#### Farmington, Connecticut

ppare@allstateconstructioninc.com

860-250-8908

#### Experience

#### 2000-Present All State Construction, Inc.

#### Executive Vice President

- Determine and formulate policies and provide the overall direction of organization's operational policies, objectives, initiatives and strategic planning to meet budget and other financial goals.
- Establish the performance goals, allocate resources, and assess policies for senior management.
- Create and implement organizational structure and financial strategies for multiple departments accountable for sales, marketing, finance and accounting, human resources and operations.
- Develop team building and core competencies for new business development, estimating and field operations.
- Develop, establish, and direct execution of operating policies to support overall company policies and objectives.
- Determine the demand for products and services and monitor incoming work from all sources to ascertain sufficient bid activity to meet corporate sales goals.
- Direct short-term and long-range planning and budget development to support strategic business goals and to ensure future growth.
- Ensure quality control of all company output as pertains to customer acquisition and delivery
  of services.

#### 1988 – 2000 All State Boiler & Construction, Inc

#### Vice President/Principal

- Assignments include site management and supervision of numerous ongoing projects that consist of MEP as they relate to equipment installation, assembly and retrofitting of combined heat and power cogeneration facilities, blo-solid heat recovery facilities, water and steam boiler plants, chillers, cooling towers, steam and gas turbines and related generating equipment including the responsibility of overseeing the fabrication of piping and pressure vessels per ASME code inclusive of all welding processes and installation of high-pressure ASME materials and equipment.
- Retrofitting and rebuilding of high-pressure steam and hot water boilers ranging from 10,000 #/hr. to 400,000 #/hr., inclusive of all burner equipment, burner and burner management controls and the installation of burners that utilize many combinations of fuels to meet the Federal, State and Local codes for Low nox emissions, with and without flue gas recirculation.
- Underground utilities including steam, condensate, high temperature hot water, chilled water, fuel tanks, sewer systems and related pumping stations as well as wastewater treatment facility piping systems and equipment.
- Project and facility management, estimating, scheduling, subcontractor coordination, yearly financial budgeting and expenditure analysis.

#### 1981 – 1988 All State Boiler Work, Inc

#### Project Superintendent

 Oversee installation, repair, replacement, maintenance, alterations of any apparatus for piping appliances, devices or accessories for heating systems, boilers, air conditioning, refrigeration systems, air handling systems, condensers, economizers, super heaters, water filtration systems, pumps, heat exchangers, underground and aboveground fuel tanks, heavy equipment rigging, and operating pay loaders, backhoes and excavators.

#### 1978 – 1981 All State Boiler Work, Inc.

#### Welder/Fabricator/Rigger

Responsible for fabricating, welding and installing all pressure and non-pressure equipment
including steam, condensate, chilled water, refrigeration, gas, oil, air and chemical piping,
stacks, breaching, boiler shell and casings, chillers, cooling towers, pumps and heat
exchangers.

#### Education

#### **East Coast School of Welding**

AWS Structural and ASME Pipe Welding

#### Hartford Steam Boiler Pressure Vessel

Boiler Inspections and Repair

#### **Thielsch Engineering Associates**

Failures, Failure Prevention and Repairs of Pressure Vessels, Boilers, Piping and Rotating Machinery

#### **Trade Licenses & Certifications**

BM-1-Boilermaker

CT-S1-Heating/Cooling Contractor #00385985 CT-P1-Plumbing & Piping Unlimited Contractor #280910 CT-G8-Welding

RI-Contractors Registration #16376 RI-Master 1 Pipefitter #00006478 RI-Master Plumber # MP003599 RI-Forklift/Pay loader/Backhoe Operator #00010012

MA-Hoisting Engineer #HE.086549 MA-Master Pipefitter #134263 MA-Master Plumber # PL15385-M

#### NY-Master Plumber #50818-MP

ASME Visual Weld Inspector Level I

ASME-Certification for Carbon Steel Pipe & Pressure Vessel Welding SMAW & GTAW Procedures

ASME-Certification for Stainless Steel Pipe & Pressure Vessel Welding SMAW & GTAW Procedures

AWS-Certification for Carbon Steel Structural Welding SMAW

AWS-Certification for Carbon Steel Structural Welding FCAW

Owens-Corning Certified Tank Installer
Class CDL Operators License for Heavy Hauling & Hazardous Materials

#### Safety Training

Haz-Mat Certified in Handling of Hazardous Materials
OSHA 10-Hour Certified
CPR/First Aid Certified
Confined Space Entry Certified
Sexual Harassment Training
SAIA Frame Scaffold Certified # 43257
Industrial and Lull Forklift Operator Certified

#### **EDUCATION**

Suffolk University, Boston, MA

May 2010

• Master in Business Administration, Concentration: Entrepreneurial & Organizational Behavior

Villanova University, Villanova, PA

May 2004

BS in Mechanical Engineering; Minor: Communications

#### WORK EXPERIENCE

#### ALL STATE CONSTRUCTION, Inc., Farmington, CT

July 2013-Present

CEO/Director of Project Management

- •Responsibilities include coordinating and overseeing the management of all projects specializing in general, civil, and mechanical commercial/industrial construction.
- Participates extensively in critical strategic planning, budgeting and cost controls.
- Relies on extensive experience and judgment to plan and accomplish goals.
- Familiar with all construction concepts, practices and procedures.
- Oversees all project management activities and staff.
- Accountable to the principals of the company.

#### ALL STATE CONSTRUCTION, Inc., Farmington, CT

August 2012-July 2013

Sr. Project Manager

- Responsible for managing projects on time, within budget, and to the satisfaction of the client, from project turnover to punch list
- Oversee project administration, including submittals, permits, inspections, etc...
- Conduct all construction meetings
- Review project schedule, costs and cost to complete projections with owner
- Responsible for project close-out and necessary documentations
- Prepare, as required, all change orders and estimates to owners
- Review all progress billings with owner/architect in proper format and follow-up through approval
- Oversee adherence to contractual requirements for reporting, and start/finish dates of the project to the owner or representative.

#### SHAWMUT DESIGN AND CONSTRUCTION, Boston, MA

June 2004-August 2012

Ranked #75 of the 400 ENR Top Contractors

Sr. Project Manager

- Oversee and manage field and office teams consisting of PM, APM and PA's. Responsible for daily communication and coordination between client, designers, architects, engineers and field personnel.
- Responsible for oversight of pre-construction and construction phases of large and complex projects with team including budgeting, value engineering, staffing, design, contracts, schedules, logistics, pricing, implementation and close-out.
- Execute all financial duties on projects including cost to complete, change orders, monthly billings.
- Coordinate, manage and document owner, engineer, subcontractor and project manager meetings.
- Manage projects varying in size from \$1-\$35 million specialize in projects which require fast-track schedules and tough logistical coordination.
- Currently managing \$34 million in construction projects

1997-2004

Project Engineer/General Construction Estimator:

- Conducted take-offs and produced detailed cost estimates for projects \$100,000 to \$20 million.
- Coordinated and controlled field production to guarantee assigned work is performed in accordance with contract plans and specifications.
- Performed material takeoffs, placed orders, and conducted material layout.
- Developed detailed claim and change order proposals.

#### **COMMITTEE POSITIONS**

Shawmut University: Instruct Project Manager New Hire, Prolog Document and Financial Management classes SDC Safety Steering Committee: Review existing & implement new initiatives to drive safety in the workplace SDC CMiC Super User Implementation Team: Responsible for implementation of \$3 million ERP software system utilized across all company business units. Review, establish and implement all business processes and procedures to ensure accuracy and efficiency. Develop custom reports and workflows to support business lines.

#### **TECHNICAL SKILLS**

Prolog; Timberline; CMiC; Stellant; AutoCAD; Concur; C++; MatLAB; MathCAD; Maple; MS Project Schedule; Microsoft Office Suite

#### SAFETY TRAINING

- American Red Cross Adult CPR and Standard First Aid certified
- OSHA certified in Construction Safety & Health 10- and 30-hour training

#### CERTIFICATION

- Level I Visual Weld Inspector
- Lee Institute Real Estate Graduate

#### Additional Experience and Responsibilities

- Financial Management
  - o Ensure projects are set up properly to meet established profit goals.
  - Ensure timely and accurate completion of all financial processes, controls, and reports, i.e., internal budgets, monthly cost to completes, billings, collections, subcontractor payments, change order preparation and resolution, etc.
  - Maintain up to date and accurate financial logs change order, allowances, hold, contingency, etc.
  - Use financial reporting data to quickly identify potential and existing issues that could lead to subpar financial performance.
  - o Aggressively and proactively collect payments; create an atmosphere where clients and direct reports understand the importance of timely payments and the collections process.
  - Oversee change order process to ensure extras presented are reasonable and get approved quickly.
  - o Negotiate final change orders and project close-out with owner, subcontractors and vendors.
- Document Management
  - o Review, process, present and track project submittals, RFI's, and Meeting Minutes.
  - Establish and maintain project Procurement Schedule.
  - Develop and maintain project schedule using MS Project; include procurement items to drive schedule.
  - o Develop and maintain weekly 3-week look ahead schedules with project superintendent.
  - o Ensure project Safety Manuals, MSDS sheets, and Job Site Analysis's are on record at all times.
  - o Manage monthly MOM (Monthly Operational Meetings) meetings.
  - o Create and maintain punch list. Manage punch list until completion with field staff.
  - o Review and create final Operation and Maintenance and project Close-out Documents.
- People Development and Hiring
  - Conduct interviews of prospective employees at the APM, PM, SPM and PX level.
  - Mentor, support and coach direct reports.
  - o Conduct performance reviews, 360 feedback and IDP (Individual Development Plans) for direct reports.

#### William J. McCoubrey

14 Carpenter Road New Hartford, Connecticut 06057

#### Experience

## 1998-Present All State Construction, Inc. - Farmington, Connecticut Director of Field Operations

- Responsibilities include coordinating and overseeing the management and safety of all
  construction projects for the company specializing in general, civil and mechanical
  commercial/industrial construction.
- Provide critical strategic planning regarding the implementation of project staging and logistics.
- Coordinate all aspects of planning and execution of projects with managers, superintendents, vendors, subcontractors and commercial clients.
- Work directly with project managers on requests for information, cost proposals, change orders, monthly billings, submittals, construction schedules and cost analysis.
- Work directly with project superintendents on ordering materials, equipment, manpower, plans, specifications and interpretations.
- Implement, manage and coordinate site safety plans with project managers and site superintendents.
- Accountable to the principals of the company.
- Establish, implement and interpret company safety manual and procedures.
- Provide Employee Safety Orientation for all new hires.
- Conduct, and document regular safety reviews of job sites and fabrication shop.
- Maintain all accident investigation documentation including reports and logs.

#### 1996-1998 All State Boiler Work Inc. - Farmington, Connecticut Project Superintendent

- Coordinate day-to-day operations of individual projects with subcontractors, customers and any outside departments associated with the projects.
- · Responsible for material take offs, ordering materials, equipment and manpower.
- Responsible for payroll time sheets, daily reports to inspectors, quality control reports and updating construction schedules.
- · Accountable to the project manager.

## 1994-1996 All State Boiler Work, Inc. - Farmington, Connecticut Site Foreman/Pipefitter/Boilermaker

- Responsible for the supervision of a ten-man work crew on various mechanical projects.
- Accountable to site superintendent/project manager.

#### Education

#### **Washington County Vocational Technical College**

Tig Welding Course in Stainless Steel Pipe & Boiler Tubes Tig Welding Course in Carbon Steel Pipe

#### Washington County Vocational Technical College

Structural/Pipe Welding, Blue Printing Courses

Calais High School, Calais, ME

#### **Licenses/Certifications**

Commonwealth of Massachusetts Master Pipefitter – License #118198
Commonwealth of Massachusetts Journeyman Pipefitter – License #031023
Commonwealth of Massachusetts Hoisting Engineer 1B – License #080353
Commonwealth of Massachusetts Construction Supervisor – License #077801
State of Connecticut Heating, Cooling & Piping Journeyman S4 – License #386060
State of Connecticut Hoisting Certificate – License #3358
State of Rhode Island Journeyman Pipefitter PJ1
State of Connecticut Journeyman Plumber P2 – License #0284114

#### Safety Training

Safety Committee Chairperson
OSHA Training
Confined Space Training
Sexual Harassment Training
Lift Truck Safety Training
Aerial Lift Safety Training
Department of Commerce – Fraud Prevention Training

#### Steve Helak

#### shelak@allstatconstructioninc.com 860-505-9668

#### **EXPERIENCE HIGHLIGHTS**

#### Construction Project Manager

2020 - Present

All State Construction - Farmington, CT

- Responsible for managing mechanical/HVAC projects on time, within budget, and to the satisfaction of the client, from project turnover to punch list, conducting all construction meetings.
- Oversee project administration, including submittals, permits, inspections, etc.
- Review project schedule, costs and cost to complete projections with owner.
- Responsible for project close-out and necessary documentations.
- Prepare, as required, all change orders and estimates to owners.
- Review all progress billings with owner/architect in proper format and follow-up through approval.
- Oversee adherence to contractual requirements for reporting and start/finish dates of the project to the owner or representative.

Project Manager 2015-2020

John W. Danforth Company, Hudson Valley Operations, NY

- Responsible for leading the successful implementation of mechanical construction projects from the pre-construction process through construction, commission and close-out.
- Experienced in running HVAC construction projects in the education, healthcare, industrial, entertainment and commercial markets.
- Complete responsibility of all project operations, financials and management including scheduling, interfacing with client and owner representatives, site logistics, labor tracking, purchasing negotiating and administering scope changes and coordination between vendors, subcontractors and field representatives.
- Managed over 30 successful projects and increased profits by an average of 10% over forecasted project budget.
- Work with sales and estimating teams to identify potential clients and opportunities for growth in the market as well as risk management on current projects and recruit, train and coach employees.
- Analyze/Report project status and forecasting to project executive on a monthly basis and implement plans to increase profits, mitigate loss and identify risks.

#### **Assistant Store Manager of Operations**

2006-2015

Lowe's Home Improvement-NY, CT and NC Locations

- Responsible for overseeing Store Operations for the successful implementation of Corporate Policies and Procedures.
- Responsible for overall sales & financials including inside/outside sales for \$20-\$35 Million stores
- Worked with Store Manager and Area Operations Manage to analyze store processes and maintain/exceed corporate standards.
- Managed day to day operations for the whole store as well as managed several direct departments including front end, receiving, deliveries, pricing and credit up to 120 employees.
- Scored an 85 or above in all stores yearly operational audit as conducted by Area Operations Manager.
- Consistently met and decreased store expensed by 5 % yearly versus budget.
- District Assistant Store Manager trainer for Connecticut and Charlotte, NC Markets.

#### **EDUCATION AND TRAINING**

Bachelor of Arts Degree, Historical Studies 2008-Canisius College Buffalo, NY OSHA-30 Certificate

Company Trained in Haz Comm, Confined Space, Fall Protection/PPE, Excavation & Trenching, Cranes
Rigging & Signaling.
Microsoft Project Certificate

#### Steve Bourque

#### Experience

### 2014-Present All State Construction, Inc., Farmington, CT Construction Superintendent

- Responsible for coordination and control of field production to ensure that assigned work is performed in accordance with contract plans and specifications, on time, within budget and to the satisfaction of the client
- Coordinate project personnel requirements with project managers at weekly job meeting
- Ensure project is properly staffed and that proper standards of workmanship and maximum productivity is maintained
- Coordinate scheduling for material, equipment, subcontractors and manpower with the appropriate team members
- Ensure work rules are observed and work crews and subcontractors start on time and finish on time
- Establish, maintain and oversee measures to protect the safety of employees and security of materials
- Evaluate material and equipment on the job, anticipating changes in materials and staffing
- Instruct job crews to maintain a clean job site and ensure final clean up
- Perform/oversee field purchasing, coordinate with the project manager and overall project budget
- Review daily field reports of all significant field activity
- Conduct regular job-site safety inspections, prepare reports, notify subcontractors of concerns and maintain safety records
- Attend meetings with owner/representative as required

#### **Project Overview**

Internal Revenue Service, Holtsville, NY, Mechanical Upgrades
DASNY, Helen Hayes Hospital, NY, Mechanical Upgrades & Abatement, Phase 1, 2 & 3
WestPoint Academy, NY, MacArthur Long Barracks Building HVAC & Mechanical
WestPoint Academy, NY, Eisenhower Barracks Building HVAC & Mechanical
WestPoint Academy, NY, Grant Barracks Building HVAC & Mechanical
WestPoint Academy, NY, Davis Barracks New Chiller Plant & HVAC Improvements
WestPoint Academy, NY, Science Center & Chiller Plant Mechanical Improvements

#### 2003-2014 Board of Education, Hamden, CT, Eli Whitney RVTS

HVAC Instructor

- Responsible for training high school students the fundamentals of Plumbing, Heating, Cooling, Sprinkler Systems, Medical Gas Codes and other techniques
- Certified individuals by training 10-30-hour OSHA Certification Workshops
- Taught hands-on HVAC theory, modules and builds

#### 1999-2003 Harry Grodsky Company, Springfield, MA

Pipefitter/Plumber Foreman

- Oversee and performed installation repairs and replacements of fire tube & water tube boilers, chillers, economizers, super heaters and gas & oil piping systems.
- Installed underground plumbing, piping, storm drains and water mains
- Responsible for weekly time sheets of 30 men and ordering of materials for day-to-day jobs.

#### **Trade Licenses**

Licenses: P1- PLM.280091, S3-HTG.393698 Certified for Underground Oil Tank Installation Medical Gas Certification Brazing Certification

#### **Safety Training**

Environmental Safety Series Training - 40 Hours
Health & Safety for Hazardous Waste Site
Sexual Harassment Training
Hazardous Material Refresher Course - 8 Hours
OSHA 30-hour Occupational Safety and Health Training Course
OSHA 10-hour Occupational Safety and Health Training Course
OSHA 500 Confined Spaces Training Module
AHA Heart saver First Aid Program
AHA Heart saver AED Program
Industrial and Lull Forklift Operator Safety Course
OSHA Basic Rigging and Hand Signals Training
Competent Person Training Frame Scaffold
Asbestos Hazardous Awareness Training
Substance Abuse and Alcohol Misuse Awareness
Globally Harmonized System Hazard Communication Training

#### Attachment A

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# CITY OF WATERBURY ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023) Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

| (Service or Commodity Covered by Contract) |  |
|--|--|
| (Term of Contract)                         |  |
| (Service or Commodity Covered by Contract) |  |
| <br>(Term of Contract)                     |  |
|  |  |
| (Service or Commodity Covered by Contract) |  |
| (Term of Contract)                         |  |

#### CITY OF WATERBURY ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202<u>3</u>) Persons or Entities Conducting Business with the City

#### B. Purchase Order(s).

| lo Purchase Order(s) with the City | [X]               |
|------------------------------------|-------------------|
|                                    |                   |
| (Service or Commodity Covered by   | y Purchase Order) |
| (Date of Purchase O                | rder)             |
|                                    |                   |
|                                    |                   |
| (Service or Commodity Covered by   | y Purchase Order) |
| (Date of Purchase Or               | rder)             |
|                                    |                   |
|                                    |                   |
| (Service or Commodity Covered by   | / Purchase Order) |
| (Date of Purchase Or               | der)              |

#### CITY OF WATERBURY ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023) 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, Emp<br>Financial Interes |        | r Board an                  | d Comm     | ission M | embers wi | th X |
|--|--------|-----------------------------|------------|----------|-----------|------|
|  |        |                             |            |          |           |      |
|  |        | (Name                       | of Officia | al)      |           |      |
|  |        |                             |            | -        |           |      |
|  |        | (Positio                    | n with Cit | ty)      |           |      |
|  |        |                             |            |          |           |      |
|  |        | Nature of Bue.g. Owner,     |            |          |           |      |
| Interest Held By:<br>Self              | Spouse |                             | Joint      |          | Child     |      |
|  |        |                             | 4          | -        |           |      |
|  |        | (Name                       | of Officia | al)      |           |      |
|  |        | (Positio                    | n with Cit | y)       |           |      |
|  |        |                             |            |          |           |      |
|  |        | lature of Bu<br>e.g. Owner, |            |          |           |      |
| Interest Held By:<br>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.  |
| All State Construction, Inc. (Name of Company, if applicable)  Signature of Individual (or Authorized Signatory)  3/1/2023 Date  |
| Pete Pare, Executive V.P.  |
| Print or Type Name and Title (if applicable)   |
| DELIVERED   By Mail  |

#### 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 erropeous 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.
- 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 etroneous 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.
- 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.
- 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 Votuntary 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 regulred 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 montes 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 agendies.
- (2) Where the prospective recipient of monles 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.

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

All State Construction, Inc.

ke St. Farmington, CT 06032

Date: 3/1/2023

# 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 CT

|  | SS.: Farmington  |
|--|--|
| County of Hartford   |  |
| Pete Pare  | , being first duly   |
| sworn, deposes and says that:  |  |
| 1. I am the <b>owner, pa</b> Executive V.P. of All State Co          | nstruction, Inc. (Contractor's Name), the  |
| Contractor that has submitted the attach                             | ed agreement.  |
| I am fully informed respect Agreement and of all pertinent circumsta | ing the preparation and contents of the attached inces respecting such Agreement;  |
| <ol><li>That as a person desiring t</li></ol>                        | o contract with the City (check all that apply):   |
| affiliate of the Contractor I  | owner, partner, officer, representative, agent or<br>nas filed a list of taxable personal property with<br>he most recent grand list, as required by Conn.       |
| agent or affiliate of the C  | or any owner, partner, officer, representative, ontractor are required to file a list of taxable City of Waterbury for the most recent grand list, Stat. §12-42. |
| X Neither the Contractor no  | or any owner, partner, officer, representative,  |

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 <u>all</u> 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<br>(if none state NONE) | Service<br>or<br>Material | DOB |
|--------|-------|--|---------------------------|-----|
| 1 NONE |       |  |                           |     |
| 2      |       |  |                           |     |
| 3      |       | 1  |                           |     |
| 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<br>(if none state NONE) | Service<br>or<br>Material | DOB |
|--------|---|--|---------------------------|-----|
| 1 NONE |   |  |                           |     |
| 2      |   |  |                           |     |
| 3      | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 1  |                           |     |
| 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<br>Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 NONE               |         |                   |
| 2                    |         |                   |
| 3                    |         |                   |
| 4                    |         |                   |

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

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

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

| Name           | Title          | DOB       | Stock % |
|----------------|----------------|-----------|---------|
| 1 Richard Pare | President      | 4/1/1957  | 33.3    |
| 2 Pete Pare    | Executive V.P. | 4/28/1962 | 33.3    |
| 3 Marc Pare    | CEO            | 9/23/1981 | 33.3    |
| 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<br>PLACE<br>OF BUSINESS |
|--------------------------|---------------------------------|-----------------------------------|
| 1 All State Construction | CT                              | Farmington                        |
| 2                        |                                 |                                   |
| 3                        |                                 |                                   |
| 4                        |                                 |                                   |

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

| For Partnership/Sole Proprietor |                              |
|---------------------------------|------------------------------|
| In presence of:                 |                              |
| Witness                         | Name of Partnership/Business |

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

|   | By:  |
|---|--|
|   | Address of Business  |
| State of)   |  |
| ) 5   | SS   |
| County of)  |  |
| <u> </u>  | being duly sworn,  |
| Deposes and says that he/she is he/she answers to the foregoing question correct. | of and that and all statements therein are true and  |
| Subscribed and sworn to before me this  |  |
| My Commission Expires:  | (Notary Public)  |
| For Corporation   |  |
| Withess Withess   | All State Construction, Inc.  Name of Corporate Signatory  449 Cooke Street, Farmington, CT 06032  Address of Business |
|   | By: Pete Pare  |
|   | Name of Authorized Corporate Officer   |
|   | Its: Executive V.P. Title  |

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

| State of <u>CT</u>   | )                               |  |
|--|---------------------------------|--|
|  | ) SS Farmingto                  | n  |
| County of Hartford   | )                               |  |
| Pete Pare  |                                 | being duly sworn,  |
| deposes and says that he/she is $\underline{\mathbf{E}}$ that he/she answers to the foregoi correct. |                                 |  |
| Subscribed and sworn to before me  | e this 1st c                    | day of March 2023.   |
| My Commission Expires:   | 为至 <sub>2</sub> ,至 <sub>4</sub> | (Notary Public)  BETH LOCKHART  OTARY PUBLIC  But of Connecticul |

Attachment B
Contractual Language Acknowledged

#### ATTACHMENT C

KEVIN MC CAFFERY DIRECTOR OF PURCHASING 235 GRAND STREET, ROOM 103 WATERBURY, CT 06702

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

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

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

| 1_ | 1/19/2023 | 4 1-26-2023 | 7. | 2.13-2023 |
|----|-----------|-------------|----|-----------|
| 2_ | 1/20/2023 | 5 2-3-2023  | 8. | 2-22-2023 |
| 3_ | 1/20/2023 | 6 2-7-2023  |    | -         |

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

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

06-0896212 All State Construction, Inc. Signature of Individual or Corporate Name Social Security Number or Federal Identification Number Pete Pare, Executive V.P. Corporate Officer (if applicable) City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address: Name Pete Pare By: Executive V.P. (Title) Business Address: 449 Cooke St., Farmington, CT 06032 (City, State, Zip Code) Phone: 860-678-0678 x 3054 Email: ppare@allstateconstructioninc.com Date: 3/1/2023

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

#### Attachment D

39

VSTAMATAKI

DATE (MMIDD/YYYY) 7/6/2022

#### CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| - If        | MPORTANT: If the certificate holde<br>SUBROGATION IS WAIVED, subje-<br>nis certificate does not confer rights t                              | ct to the           | terms and conditions of  | f the policy, certain  | policies ma                                  | NAL INSURED provi<br>y require an endorse  | isions or<br>ment. A    | be endorsed.<br>statement on |
|-------------|--|---------------------|--|--|--|--|-------------------------|------------------------------|
|             | DUCER  | - 110 001           |  | CONTACT  | -/-  |  |                         |                              |
| 5mi<br>68 t | th Brothers Insurance, LLC.<br>National Drive  |                     |  | PHONE<br>(A/C, No, Ext): (860)   | 652-3235                                     |  |                         | 652-3236                     |
| Gla         | stonbury, CT 06033   |                     |  | The state of the s |  | mithBrothersUSA  | .com                    | The same                     |
|             |  |                     |  |  |  | RDING COVERAGE   |                         | NAIC#                        |
|             |  |                     |  | INSURER A : Hartfo   |  | And the second of the second o |                         | 19682                        |
| INSU        | JRED   |                     |  | INSURER B : Marke  | I American                                   | Insurance Co.  |                         | 28932                        |
|             | All State Construction, Inc.   |                     |  | INSURER C : Trumb  | oull Insurant                                | ce Co.   |                         | 27120                        |
|             | 449 Cooke Street, PO Box 8   | 05                  |  | INSURER D : Travel   | ers Propert                                  | y Casualty Co of A   | mer                     | 25674                        |
|             | Farmington, CT 06034   |                     |  | INSURER E :  |  |  |                         |                              |
|             |  |                     |  | INSURER F:   |  |  |                         | N. L.                        |
| CO          | VERAGES CER  | TIFICATI            | E NUMBER:  |  |  | REVISION NUMBE   | R:                      |                              |
| C           | HIS IS TO CERTIFY THAT THE POLICIE<br>IDICATED. NOTWITHSTANDING ANY R<br>ERTIFICATE MAY BE ISSUED OR MAY<br>XULUSIONS AND CONDITIONS OF SUCH | PERTAIN<br>POLICIES | ENT, TERM OR CONDITION THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE | ON OF ANY CONTR<br>ROED BY THE POLICE<br>BEEN REDUCED BY   | ACT OR OTHE<br>CIES DESCRIE<br>Y PAID CLAIMS | R DOCUMENT WITH RI<br>BED HEREIN IS SUBJE<br>J.  | ESPECT TO<br>COT TO ALI | O WHICH THIS                 |
| NSR         | TYPE OF INSURANCE  | ADDL SUBT           | POLICY NUMBER  | POLICY EFF<br>(MM/DD/YYYY)   | POLICY EXP                                   | Torrest and a real art of the  | LIMITS                  | 1,000,000                    |
| A           | X COMMERCIAL GENERAL LIABILITY   |                     |  |  | 444 10-00                                    | DAMAGE TO RENTED   | 5                       | 300,000                      |
|             | CLAIMS-MADE X OCCUR  |                     | 02UENOE0147  | 4/1/2022   | 4/1/2023                                     | DAVAGE TO RENTED<br>PREMISES (Ea occurrent   | 200                     | 10,000                       |
|             |  |                     |  |  |  | MED EXP (Any one person  |                         | 1,000,000                    |
|             | <u> </u>   |                     |  |  |  | PERSONAL & ADV INJUR   |                         | 2,000,000                    |
|             | GENL AGGREGATE LIMIT APPLIES PER   |                     |  | (A)  |  | GENERAL AGGREGATE  | S                       | 2,000,000                    |
|             | POLICY X PRO: LOS  |                     |  |  |  | PRODUCTS - COMPION   | s                       |                              |
| A           | AUTOMOBILE LIABILITY   |                     |  |  | 46430000                                     | COMBINED SINGLE LIMI<br>(Es accident)  | 5                       | 1,000,000                    |
|             | X ANY AUTO   |                     | D2UENOE014B  | 4/1/2022 4/1/2023  | BODILY MUURY (Per pure                       |  |                         |                              |
|             | OWNED SCHEDULED AUTOS  |                     |  |  | 4: 112023                                    | BCDILY INJURY (Per not   | idani) S                |                              |
|             | HIRED ANTOS ONLY   |                     | 1  |  |  | PROPERTY DAMAGE<br>(Per accident)  | s                       |                              |
|             | AUTOS CITES  |                     |  |  |  |  | 3                       |                              |
| В           | UMBRELLA LIAB X OCCUR  |                     |  |  | 1  | EACH OCCURRENCE  | 8                       | 5,000,000                    |
|             | X EXCESS LIAB CLAIMS-MADE  |                     | MKLM1EUL101801   | 4/1/2022   | 4/1/2023                                     | AGGREGATE  | s                       | 5,000,000                    |
|             | DED X RETENTIONS 0   |                     |  |  |  |  | 3                       |                              |
| C           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                     |  |  |  | PER C  | ĩH-                     |                              |
|             | AND EMPLOYERS' LIABILITY   |                     | 02WE0E0146   | 4/1/2022   | 4/1/2023                                     | E.L. EACH ACCIDENT   | 8                       | 1,000,000                    |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFF/CER/MEMBER EXCLUDEO?  | NIA                 |  |  |  | EL DISEASE - EA EMPL   | DVER &                  | 1,000,000                    |
|             | If yes, describe under<br>DESCRIPTION OF OPERATIONS below  |                     |  |  |  | EL DISEASE - POLICYL   |                         | 1,000,000                    |
| D           | Commercial Umbrella  |                     | EX-2T827663-22-NF  | 4/1/2022   | 4/1/2023                                     | Ea Occurrence/Ag   |                         | 5,000,000                    |
|             |  |                     |  |  |  |  |                         |                              |
|             | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC<br>dence of Coverage  | LES (ACORI          | 1<br>D 101, Additional Remarks Sched                             | l<br>ule, may be allached if m   | ore space is requi                           | ired)  |                         |                              |
| CE          | RTIFICATE HOLDER   |                     |  | CANCELLATION   | N.   |  |                         |                              |
|             | Evidence of Coverage   |                     |  |  | ON DATE TH                                   | DESCRIBED POLICIES I<br>HEREOF, NOTICE WI<br>CY PROVISIONS.  |                         |                              |
|             |  |                     |  | AUTHORIZED REPRES  |  |  |                         |                              |



#### ALLST-4

#### CERTIFICATE OF LIABILITY INSURANCE

OP ID: C

DATE (WAYDD/YYYY) 01/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| - 10     | MPORTANT: If the certificate holder<br>SUBROGATION IS WAIVED, subject<br>his certificate does not confer rights to                              | to th         | he te         | rms and conditions of ti   | ne poli          | cy, certain p                             | ve ADDITION<br>olicles may | IAL INSURED provis<br>require an endorsem                  | ions (<br>ent | or be endors<br>A statement | ed.<br>on |
|----------|---|---------------|---------------|--|------------------|---|----------------------------|--|---------------|-----------------------------|-----------|
| PRO      | DUICER<br>Imas Fahy Insurance Agency<br>Main St., Ste 118   |               |               | 0-232-1330   | PHONE<br>IAIC, N | CT Chelsea<br>6, Ext): 860-23             | 32-1330                    |  | 86            | 0-232-8267                  |           |
| We:      | st Hartford, CT 06110-2816  |               |               |  | E-MAIL<br>ADD3E  | ss cpas@fa                                | hyinsuran                  | ce.com   |               |                             |           |
| Gar      | y A. Hunt   |               |               |  |                  | IN  | SURER(S) AFFO              | RDING COVERAGE   |               | NAIC                        | #         |
|          |   |               |               |  | INSURI           | er A: Evanst                              | on Ins Co                  |  |               |                             |           |
| INS      | State Construction, Inc.  |               |               |  | INSURI           | ERB:                                      |                            |  |               | 171111111                   |           |
| P.O.     | Box 805   |               |               |  | INSUR            | ERC:                                      |                            |  |               |                             |           |
| Far      | mington, CT 06034   |               |               |  | INSURE           | ERD:                                      |                            |  |               |                             |           |
|          |   |               |               |  | INSURE           | ERE:                                      |                            |  |               |                             |           |
|          |   |               |               |  | INSUR            | ERF:                                      |                            |  |               |                             |           |
|          |   |               |               | NUMBER:  | 100              |   |                            | REVISION NUMBER  |               |                             |           |
| C        | HIS IS TO CERTIFY THAT THE POLICIES<br>IDICATED. NOTWITHSTANDING ANY RE-<br>ERTIFICATE MAY BE ISSUED OR MAY<br>XULUSIONS AND CONDITIONS OF SUCH | PERT<br>POLIC | AIN.<br>CIES. | NT, TERM OR CONDITION<br>THE INSURANCE AFFORD<br>LIMITS SHOWN MAY HAVE | OF AN            | Y CONTRACT<br>THE POLICIE<br>REDUCED BY F | S DESCRIBE                 | DOCUMENT WITH RES<br>D HEREIN IS SUBJECT                   | TO A          | 10 MHICH I                  | HIS       |
| INSF     |   | ADDL          | WVD           | POLICYNUMBER   | _                | (MINIDDIYYYY)                             | (MM(DD/YYYY)               |  | IMITS         | 1.00                        | 0,00      |
|          | COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  Y Pollution Liab   |               |               |  |                  |   |                            | DAMAGE TO RENTED<br>PREMISES (En DECUTERCE                 | P 1 1         | 1,000                       | -10-7     |
| A        | X Pollution Liab  |               |               | MKLV7ENV104225   |                  | 01/01/2023                                | 01/01/2024                 | MED EXP (Any one person)                                   | - 11 00       |                             | _         |
|          |   |               |               |  |                  |   |                            | PERSONAL & ADV INJURY                                      |               | 2.00                        | 0,00      |
|          | GENT AGGREGATE LIMIT APPLIES PER:   |               |               |  |                  |   |                            | GENERAL AGGREGATE  | 5             | 7988                        | 9,00      |
|          | X POLICY PRO-   |               |               |  |                  | 2   |                            | PRODUCTS - COMPAOP AN                                      |               |                             | 5,000     |
| $\vdash$ | OTHER:  | -             | -             |  |                  |   |                            | COMBINED SINGLE LIMIT                                      | - 5           |                             | -,        |
|          | AUTOMOBILE LIABILITY  |               | 1.0           |  |                  |   |                            | (Ea accident)  | - S           |                             | _         |
|          | ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS   |               |               |  |                  |   | l, iii                     | BODILY INJURY (Per pand                                    |               |                             |           |
|          |   |               |               |  |                  |   |                            | PROPERTY DAMAGE<br>[Per accident]                          | 5             |                             | _         |
|          | AUTOS ONLY AUTOS ONLY   |               |               |  |                  |   |                            | (Per accident)   | 5             |                             |           |
|          | UMBRELLA LIAB OCCUR   |               | _             |  | -                |   |                            | EACH OCCURRENCE  | 5             |                             |           |
|          | UMBRELLA LIAB OCCUR  EXCESS LIAB CLAWS-MADE   |               |               |  |                  |   |                            | AGGREGATE  | 5             |                             | -         |
|          | DED REFENTION \$  |               |               |  |                  |   |                            | MOGREGATE  | 5             |                             |           |
|          | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY  |               |               |  |                  |   |                            | PER UI   | 4.            |                             |           |
|          | AND EMPLOYERS, LIABILITY Y/N  |               |               |  |                  |   |                            | EL EACH ACCIDENT   | 5             |                             |           |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | NIA           |               |  |                  |   |                            | EL DISEASE - EA EMPLO                                      | YEE 3         |                             |           |
|          | If yos, describe under DESCRIPTION OF OPERATIONS below  |               |               |  |                  | 0.1980                                    |                            | EL DISEASE - POLICY LI                                     | ar s          |                             |           |
| A        | Incidental  |               |               | MKLV7ENV104225   |                  | 01/01/2023                                | 01/01/2024                 | Per Occur  |               |                             | 10,000    |
| A        | Professional Liab   |               | *             |  |                  |   |                            | Aggregate  |               | 2,00                        | 0,000     |
| 40.00    | CRIPTION OF OPERATIONS / LOCATIONS / VEHICE   | SLES          | ACOR          | D 101, Additional Remarks Sched  | ulo, may i       | be attached IT mo                         | re space is requi          | rod)   |               |                             |           |
| CE       | RTIFICATE HOLDER  |               |               |  | CANO             | CELLATION                                 |                            |  |               |                             | =         |
|          | SAMPLE  |               |               |  | THE              | EXPIRATION                                | DATE THE                   | ESCRIBED POLICIES B<br>EREOF, NOTICE WILL<br>Y PROVISIONS. |               |                             |           |
|          |   |               |               |  | 100              | RIZED REPRESE                             |                            |  |               |                             |           |

Bid Bond

42

### Document A310<sup>TM</sup> - 2010

Conforms with The American Institute of Architects AIA Document 310

#### **Bid Bond**

CONTRACTOR:

(Name, legal status and address)

All State Construction, Inc. 449 Cooke Street Farmington, CT 06032

OWNER:

(Name, legal status and address)

City of Waterbury 235 Grand Street Waterbury, CT 06702 SURETY:

(Name, legal status and principal place of husiness)

Western Surety Company

151 N. Franklin Street Chicago, IL 60606

Malling 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.

BOND AMOUNT: 10%

Ten Percent of Amount Bld

PROJECT:

(Name, location or address, and Project number, If any)

HVAC Upgrade/Replacement Gilmartin and Duggan Elementary Schools - Project No. 7497

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 promot 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. Woiver 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 Band conflicting with said statutory or legal requirement shall be deented 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 flood shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

25th

day of January, 2023.

(Principal)

PetêePare, Executive V.

Western Surety Company

All State Construction, Inc.

(Surely)

(Seal)

(Title) Wendy Krystopa, Attorney-in-Fac

## Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Folls, and State of South Dakota, and that it does by virtue of the signature and seal herein offixed hereby make, constitute and appoint

#### Wendy Krystopa, Individually

of , Glastonbury, CT , its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, sent and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

Surety Boad No.: Bid Bond

Principal: All State Construction, Inc.

Obliges: City of Waterbury

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly nuthorized officer of the corporation and all the acts of said. Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereaf, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate scal to be hereto affixed on this 16th day of June, 2021.

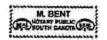


State of South Dakota
County of Minnehaha

On this 16th day of huns, 2021, before one personally came Paul T. Broffet, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakots; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above insurances; that he knows the seal of said corporation; that he seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of January, 2023.



WESTERN SURETY COMPANY

J. Relson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

#### Authorizing By-Law

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## DAS/Update Bid Statement

# State of Connecticut

Construction Contractor Prequalification Program Department of Administrative Services

This certifies

# All State Construction, Inc

449 Cooke Street, Farmington, CT 06032

As a

Prequalification Construction Contractor April 12, 2022 through April 11, 2023

CONTACT INFORMATION

Name: Peter Pare

Phone: 860-678-0678 ext. 3054

CONSTRUCTION (GROUP C), HVAC,

GENERAL BUILDING Classifications

Single Limit (SL) \$30,000,000.00

Aggregate Work Capacity (AWC)

**Effective Date** 4/12/2022

\$80,000,000.00

PLUMBING, SEWER AND WATER LINES, SITEWORK, WATER TREATMENT PLANTS

860-676-8910

Email: ppare@allstateconstructioninc.

Name: Richard Pare

Phone: 860-678-0678 ext. 3053

860-676-8910 Fax:

Email: rpare@allstateconstructioninc.c

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations; It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

Por information regarding the DAS Contractor Prequalification Program visit http://portal.ct.gov/dasprequal or call (860) 713-5280.

Printed 3/17/2022 4:30:33 PM

Phone: 860-678-0678 ext. 3061 Name: SHERRY LOCKHART

Email: slockhart@allstateconstructioni

пс.сош

Description Classification Name GENERAL BUILDING

CONSTRUCTION (GROUP C) new construction, renovation, rehabilitation, alteration, addition, etc. The The undertaking of general contracts for the construction of buildings i.e.

contract must include a variety of construction practices and supervision of

function. Examples include hospitals, chemistry buildings, special collections scientific or complex mechanical/electrical equipment in order for them to requiring extensive detailing, or that have large amounts of integrated

a minimum of three sub-trades. Includes buildings that are truly custom,

structure that is truly one of a kind within the State's inventory. Note: If you are prequalified for General Building Construction under Group C, you are buildings, historic preservation to a landmark structure, and/or any other

Contractor Prequalification, contractors in this classification are not required orequalified for General Trades. Note: For the purposes of DAS Construction to be registered as a major contractor with the Department of Consumer automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be

Protection. However, there may be specific projects within this classification hat require a major contractor registration from the Department of

Consumer Protection. Projects that are threshold buildings may require a

Major Contractor Registration.

apparatus required, collectively or individually, to provide comfort heating, such incidental or related work as is customarily performed by those in the HVAC trade. This category does not include sheet metal work by itself. To ventilation and/or cooling within or associated with a building, including nstallation, renovation, repair and maintenance of the systems and prequalify for HVAC you must have a Heating, Piping & Cooling Contractor License through the State of Connecticut Department of

PLUMBING

Plumbing you must have a Plumbing Contractor License through the State of liquid and water-borne waste, including such incidentals or related work as nstallation, repair and maintenance of pipes, fixtures and other apparatus n buildings for bringing in and distributing the water supply and removing is customarily performed by those in the plumbing trade. To prequalify for Connecticut Department of Consumer Protection. Consumer Protection.

SEWER AND WATER LINES

The construction, rehabilitation and/or reconstruction of waterlines, sewer ines and ancillary works, including well drilling.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal. For information regarding the DAS Contractor Prequalification Program visit http://portal.ct.gov/daspregnal or call (860) 713-5280.

# SITEWORK

elements); utility systems including installation of drainage systems; exterior Work customarily performed by this industry, including earthwork activities improvements (excluding plantings) including horizontal paving work not (excluding tunneling and mining, special foundations and load bearing requiring mortar; site preparation and site remediation.

WATER TREATMENT PLANTSThe construction, rehabilitation and/or reconstruction of sewage treatment plants, water treatment plants and ancillary works. To prequalify for Water Treatment Plants you must have a Major Contractor Registration through the State of Connecticut Department of Consumer Protection.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Liccuses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit http://portal.ct.gov/dasprequal or call (860) 713-5280.

#### State of Connecticut

#### Department of Administrative Services (DAS) Contractor Prequalification

#### **Update Statement**

(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification statusas determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

#### PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME HVAC UPGRADE GILMARTIN & DUGGAN SCHOOLS

PROJECT NUMBER 7497

#### COMPANY INFORMATION

LEGAL BUSINESS NAME All State Construction, Inc.

DBA

TAXPAYER ID 060896212

BUSINESS ADDRESS 449 Cooke Street

BUSINESS CITY, STATE, ZIP Farmington CT 06032

 PREQUALIFICATION CONTACT
 Peter Pare
 860-678-0678 ext. 3054

 Richard Pare
 860-678-0678 ext. 3053

SHERRY LOCKHART 860-678-0678 ext. 3061

#### PREQUALIFICATION INFORMATION

EXPIRATION DATE 4/11/2023

SINGLE LIMIT \$30,000,000.00
AGGREGATE WORK CAPACITY (AWC) \$80,000,000.00
REMAINING AGGREGATE WORK CAPACITY \* \$61,537,854.94

#### BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

| Project Name                       | Project Owner | % Completed | Total Contract Amount | Work Remaining |
|------------------------------------|---------------|-------------|-----------------------|----------------|
| BACKFLOW PREVENTION & PUMP STATION | SUCF/SUNY     | 90          | \$2,632,000.00        | \$263,200.00   |

<sup>\*</sup> The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

#### State of Connecticut

#### Department of Administrative Services (DAS) Contractor Prequalification

#### **Update Statement**

(Statement to be included with the bid)

| HUCKLEBERRY HILL<br>SCHOOL HVAC                      | O & G INDUSTRIES                | 90 | \$7,346,000.00 | \$734,600.00   |
|--|---------------------------------|----|----------------|----------------|
| MEDIUM TEMP HOT WATER<br>LINE REPLACEMENT            | FEDERAL BUREAU OF PRISONS       | 75 | \$7,761,000.00 | \$1,940,250.00 |
| MONTROSE VA BUILDING 17<br>EGRESS                    | DIVERSIFIED SITE<br>SVCS        | 20 | \$339,000.00   | \$271,200.00   |
| EAST HARTFORD HS TRI<br>GEN & GENERATOR              | EAST HARTFORD<br>PUBLIC SCHOOLS | 5  | \$3,012,000.00 | \$2,861,400.00 |
| GREENWICH NORTH ST<br>SCHOOL HVAC                    | GREENWICH PUBLIC SCHOOLS        | 50 | \$2,266,000,00 | \$1,133,000.00 |
| LONGMEADOW HS AHU<br>REPLACEMENT                     | TOWN OF LONGMEADOW              | 5  | \$733,000.00   | \$696,350.00   |
| FAIRFIELD PD HVAC<br>REPLACEMENT                     | TOWN OF FAIRFIELD               | 75 | \$480,000.00   | \$120,000.00   |
| GREEN HAVEN<br>CORRECTIONAL                          | NY OGS                          | 1  | \$5,167,000.00 | \$5,115,330.00 |
| DOC BRIDGEWATER<br>UNDERGROUND STEAM &<br>CONDENSATE | DCAMM                           | 2  | \$3,454,597.00 | \$3,385,505.06 |
| GREENWICH HIGH SCHOOL<br>CHILLER                     | GREENWICH PUBLIC<br>SCHOOLS     | 5  | \$1,438,000.00 | \$1,366,100.00 |
| EAST SCHOOL BOILER<br>REPLACEMENT                    | NEW CANAAN PUBLIC<br>SCHOOLS    | 3  | \$593,000.00   | \$575,210.00   |

**Total Amount of Work Remaining** 

\$18,462,145.06

## BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

| Project Name                              | Project Owner               | Date Completed | Total Contract Amount |
|---|-----------------------------|----------------|-----------------------|
| DAVIS BARRACKS CHILLER<br>& COOLING TOWER | UNITED STATES<br>MILITARY   | 6/30/2022      | \$11,110,000.00       |
| SOUTH SIDE SCHOOL<br>MECHANICAL           | CITY OF BRISTOL             | 2/12/2021      | \$2,982,000.00        |
| NEWPORT NAVY BLDG 7<br>FEEDWATER          | CCI UTILITY & CONSTRUCTION  | 8/30/2021      | \$982,900.00          |
| QUIRK WEST BLDG HVAC                      | NEWFIELD<br>CONSTRUCTION    | 12/31/2021     | \$2,056,372.00        |
| BNL DATA CENTER<br>MECHANICAL SYSTEMS     | EW HOWELL                   | 9/30/2021      | \$12,184,000.00       |
| AVON LIBRARY<br>GEOTHERMAL                | TOWN OF AVON                | 7/29/2021      | \$1,149,000.00        |
| GOSS COVE PUMP<br>STATION UPGRADES        | TOWN OF GROTON PUBLIC WORKS | 10/31/2022     | \$1,200,000.00        |
| WHOLE FOODS AVON                          | CMB                         | 6/30/2021      | \$426,500.00          |
| WESTERN MIDDLE SCHOOL<br>AC UPGRADES      | GREENWICH PUBLIC<br>SCHOOLS | 9/30/2021      | \$411,779.00          |
| SAXE MIDDLE SCHOOL<br>RENOVATIONS         | NEW CANAAN PUBLIC SCHOOLS   | 10/13/2021     | \$227,156.00          |
| NORTHEAST SCHOOL<br>BOILER                | STAMFORD PUBLIC SCHOOLS     | 3/30/2022      | \$621,160.00          |
| STANTON SCHOOL BOILER<br>REPLACEMENT      | NORWICH PUBLIC<br>SCHOOLS   | 11/15/2021     | \$394,000.00          |

Rev 2022/03/02

| DOOLITTLE SCHOOL<br>BOILER REPLACEMENT            | CHESHIRE PUBLIC<br>SCHOOLS | 10/30/2021 | \$378,500.00   |
|---|----------------------------|------------|----------------|
| MECHANICAL ROOM<br>CHILLER REPLACEMENT            | TOWN OF BLOOMFIELD         | 6/1/2022   | \$304,000.00   |
| BRISTOL EASTERN HIGH<br>SCHOOL RTU<br>REPLACEMENT | CITY OF BRISTOL            | 11/30/2021 | \$259,809.00   |
| APOLLO NORTH HVAC & PLUMBING                      | PRIMUS BUILDERS INC        | 11/30/2021 | \$1,158,059.00 |
| BRADLEY IN'L AIRPORT<br>TENANT IMPROVEMENTS       | AUSTIN COMMERCIAL          | 4/30/2022  | \$585,000.00   |
| SOUTH SIDE SCHOOL HVAC<br>UPDGRADES               | CITY OF BRISTOL            | 4/30/2022  | \$318,000.00   |
| ROGER SHERMAN SCHOOL<br>AC                        | CITY OF MERIDEN            | 10/31/2022 | \$250,000.00   |

## PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

| Name           | Title                          |
|----------------|--------------------------------|
| PETE PARE      | EXECUTIVE V.P.                 |
| MARC PARE      | DIRECTOR OF PROJECT MANAGEMENT |
| BILL MCCOUBREY | DIRECTOR OF FIELD OPERATIONS   |

CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

HAVE THERE BEEN ANY CHANGES?

NO

IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.

Signature

D-4-

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at DAS.Prequalification@ct.gov

Pricing/Cost Schedule



Phone (860) 678-0678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

March 10, 2023

Kevin McCaffery
City of Waterbury, Department of Education
235 Grand Street, Room 103, Waterbury, CT 06702

RE: RFP #7497 Duggan School & Gilmartin School HVAC Upgrades/Replacement Work

Dear Mr. McCaffery,

All State Construction is pleased to submit our combined proposal for RFP #7497 Duggan School & Gilmartin School HVAC Upgrades/Replacement Work.

We will supply all labor, material and equipment necessary to perform all HVAC & Electrical work associated with RFP #7497 Duggan School & Gilmartin School HVAC Upgrades/Replacement Work. All work shall be per the latest project documents prepared by Al Engineers dated December 7, 2022 including Addendum #1-8.

Drawings: Cover sheet, M001, MD100D, MD101D, MD102D, M100D, M101D, M102D, MD101G, MD102G, MD103G, M100G, M101G, M102G, M103G, M501, M502, M601, M601G, E001D, ED100D, ED101D, ED102D, E601D, E701D, ED100G, ED101G, ED102G, ED103G, E100G, E101G, E102G, E103G, E601G, E701G

Specifications: M002, M003, M004, M005, M006, M007, E002D, E002G

Our price to perform all work as outlined below at Duggan School and Gilmartin School shall be: \$3,198,000 Three million one hundred ninety-eight thousand dollars.

Pricing is based on using SNE Control Systems.

#### Work Specifically Included:

- Coordination with Owner regarding scheduling to perform work
- Trace electrical power circuits and control wiring circuits prior to beginning any removals
- Lockout/Tagout and disconnect existing equipment scheduled to be replaced with new matching equipment installed in same locations
- Replace existing ductless split systems as shown on plans
- Replace existing exhaust fans as shown on plans
- Replace existing roof top units as shown on plans
- Replace existing hot water distribution pumps as shown on plans
- Provide new variable frequency drives serving new pumps at Duggan School only
- Safely crane equipment from roof down to ground level and dispose of properly as per regulations
- Safely crane new equipment up to roof and set on existing curbs.
- Carefully salvage existing ceiling grid and tiles to accommodate electrical conduit replacement

# ALL STATE CONSTRUCTION, INC.

Phone (860) 678-0678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

- o Being mindful to protect existing devices installed in ceiling
- Reinstall upon completion of installation
- Carefully channel and patch existing walls as needed to accommodate electrical conduit and refrigeration piping replacement
- Remove and replace existing electrical power wiring, conduit, circuit breakers, and disconnects from source panel to equipment
- Remove and replace existing natural gas piping from unit to roof penetration. Provide new regulator.
- Provide new condensate drain piping serving rooftop units
- Provide new condensate drain piping serving ductless split indoor units. Connect to existing piping in proximity.
- Provide new electrical power conduits, pull boxes, wiring, circuit breakers, disconnects
- Flash new roofing penetrations
- Daily cleaning of work area
- Startup & commissioning assistance
- Prevailing wages
- Warranty

#### Work Specifically Excluded:

- Taxes
- Special insurance
- Engineering or design
- Removal of any contaminated or hazardous material
- Independent testing & inspections
- Commissioning (assistance only)
- Temporary heat or cooling
- Dust collector system
- Duct cleaning
- Walk pads on roof
- Roof curbs to be reused
- Water testing & chemical treatment
- Furnishing of any materials not specifically noted above as being included
- Replacement of equipment not shown on plans or equipment schedule
- CAD drawings

Sincerely,

Pete Pare Executive Vice President All State Construction, Inc. Cell: (860) 250-8908



Phone (860) 678-0678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

#### Projects for the City of Waterbury

| 2001  |              |
|---|--------------|
| City of Waterbuy-Replace Gas Line                 |              |
| 2003  |              |
| Barnard School-Replace Boiler                     |              |
| 2004  |              |
| Bunker Hill School-New Boiler Firebox             |              |
| 2005  |              |
| Wilby High School-Replace Boiler Tubes            |              |
| Hopeville School-Boiler                           |              |
| 2006  |              |
| Kennedy High School-Replace Coils                 |              |
| Kennedy High School-Boiler Feed Pump              |              |
| Wilby High School-Replace Coils                   |              |
| 2007  |              |
| Crosby High School-Replace Boiler Refractory      |              |
| 2008  |              |
| Waterbury Public Schools-Replace Coils for Heatin | g/Cooling    |
| Rotella School-Hydro Boiler                       |              |
| Rotella School-Replace Seals on Boiler            |              |
| Hopeville School-Replace Boiler Section           |              |
| 2009  |              |
| Police Department-Air Dist. & Hydronic System Re  | novation     |
| Seal Hood & Check Breach on Burnham Boiler        |              |
| 2010  |              |
| Laurel Hill Complex-Replace Coils                 |              |
| Waterbury Town Garage (DPW)-Check Leak on Bo      | iler         |
| Westside School-Replace Coils                     |              |
| 2011  |              |
| Crosby High School-Clean Boilers                  |              |
| Wilby High School-Boiler Weld Repair              |              |
| 2012  |              |
| Crosby High School-Replace Leaking Boiler Tubes   |              |
| 2013  |              |
| Waterbury Town Garage (DPW)-Replace Leaking E     | Boiler Tubes |
| 2014  |              |
| Driggs School-Replace Boiler Sections             |              |
| Supply Boiler Parts                               |              |

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

| <u>Name</u>     | Position/Location       | Eff.     |
|-----------------|-------------------------|----------|
| Hartsoe, Kelsey | Head Softball Coach/KHS | 03/13/23 |

| Respectfully submitted,                       |
|---|
|   |
|   |
| Dr. Verna D. Ruffin Superintendent of Schools |

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

| <u>Name</u> | Position/Location   | FT/PT | <u>Rate</u> | <u>Union</u> | <u>Funding</u> | Eff.     |
|-------------|---------------------|-------|-------------|--------------|----------------|----------|
| Brown,      | Behavior Counselor  | FT    | \$23.72/hr  | F UPSEU      | SIG 5 CHS      | 02/09/23 |
| Aisha       | Crosby              |       |             | 69           | 21-23          |          |
| Cintron,    | Adult Ed            | PT    | \$15.54/hr  | NON          | Ad Ed Prov     | 02/16/23 |
| Cameron     | Maintenance         |       |             | BOE          | 22-23          |          |
| Frank,      | Adult Ed Certified  | PT    | \$33/hr     | NON          | Ad Ed Prov     | 02/23/23 |
| Richard     | Instructor          |       |             | BOE          | 22-23          |          |
| Jannetto,   | Adult Education     | PT    | \$20/hr     | NON          | Ad Ed Prov     | 02/27/23 |
| Joseph      | Security            |       |             | BOE          | 22-23          |          |
| Sidella,    | Tutor/Children's    | PT    | \$33/hr     | NON          | Title I/A 21-  | 02/27/23 |
| Judith      | Community School    |       |             | BOE          | 23             |          |
| Simms,      | Classroom Assistant | FT    | \$14/hr     | UPSEU        | Title I/A 22-  | 02/09/23 |
| Marcia      | Rotella             |       |             | 68           | 24             |          |

| Respectfully submitted, |  |
|-------------------------|--|
|                         |  |
|                         |  |
| Dr. Verna D. Ruffin     |  |
|                         |  |

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following After-school Programs appointments:

| <u>Name</u>           | <u>Grant</u>           | <u>School</u> | <u>Position</u>   |
|-----------------------|------------------------|---------------|-------------------|
| Rivera, Michael       | ARP ESSER              | Carrington    | Administrator Sub |
| Brown, Charlene       | ARP ESSER              | Duggan        | Teacher           |
| D'Alessio, Jennifer   | ARP ESSER              | Duggan        | Administrator Sub |
| Finkenzeller, Frances | ARP ESSER              | Duggan        | Teacher           |
| Hart, Richard         | ARP ESSER              | Duggan        | Teacher           |
| Carter, Sa-Queen      | SDE                    | Wallace       | Teacher           |
| Garcia, Sharyn        | SDE                    | Wallace       | Teacher           |
| Cusack, Tara          | 21st Century           | Walsh         | Administrator Sub |
| Demirs, Emily         | Commissioner's Network | WMS           | Teacher           |
| Kumar, Usha           | Commissioner's Network | WMS           | Teacher           |
| Thayer, Aaron         | Commissioner's Network | WMS           | Teacher           |

| Respectfully submitted, |
|-------------------------|
|                         |
| Dr. Verna D. Ruffin     |

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments:

| <u>Name</u>             | <u>Position</u>              | <u>Effective</u> |
|-------------------------|------------------------------|------------------|
| Arons, Emily            | Bunker Hill Social Worker    | 03/10/23         |
| Cavilla, Emilia         | Wilson Grade 4               | 03/17/23         |
| McKusick, Kirstin       | Bucks Hill Special Education | 03/07/23         |
| Montes De Oca, Delmaliz | Bucks Hill Social Worker     | 03/17/23         |

Respectfully submitted,

Dr. Verna D. Ruffin Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

| <u>Name</u>             | <u>Position</u>              | <u>Effective</u> |
|-------------------------|------------------------------|------------------|
| Arons, Emily            | Bunker Hill Social Worker    | 03/10/23         |
| Cavilla, Emilia         | Wilson Grade 4               | 03/17/23         |
| McKusick, Kirstin       | Bucks Hill Special Education | 03/07/23         |
| Montes De Oca, Delmaliz | Bucks Hill Social Worker     | 03/17/23         |

Dr. Verna D. Ruffin
Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

March 16, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

| <u>Name</u>      | <u>Position</u>                 | <u>Effective</u> |
|------------------|---------------------------------|------------------|
| April, Deborah   | Enlightenment Special Education | 06/30/23         |
| Blake, Zita      | Driggs Grade 2                  | 06/30/23         |
| Cavanaugh, Karen | Carrington Reading              | 06/30/23         |
| Hammond, Cynthia | WMS Vice Principal              | 07/31/23         |
| Kuncas, Justine  | Driggs Grade 5                  | 06/30/23         |

Dr. Verna D. Ruffin
Superintendent of Schools



# COMMUNICATIONS



March 1, 2023 through March 14, 2023



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 23, 2023

Zachariah Lewis 278 Forest Ridge Road Waterbury, CT 06704

Dear Zachariah Lewis:

Your name is being certified to the Department of Education – School Inspectors Office for the position of Carpenter (Req #2021589A) at \$22.17 per hour.

Your official start date is March 9, 2023.

We have scheduled your orientation for Thursday, March 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Nicholle West

Human Resources Generalist

cc: Boa

Board of Education

Dr. Ruffin, Supt. of Schools

Michal Konopka, SIO/Maintenance Supervisor

Personnel file



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 23, 2023

Ciara Pedraza 6 Thornhill Circle Apt. 2 Waterbury, CT 06705

Dear Ciara Pedraza:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req #2022620) at \$17.75 per hour.

Your official start date is March 2, 2023.

We have scheduled your orientation for Thursday, March 2, 2023 at 11:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend the sexual harassment portion of this orientation session in order to work for the City.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Nicholle West

Human Resources Generalist

cc:

Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Service Director

Personnel file



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 23, 2023

Eileen Lopes 1 Richard Terrace Waterbury, CT 06705

Dear Ms. Lopes:

Your name is being certified to the Department of Education – Board of Educatoin for the position of Attendance Counselor (Reg #2022758A) at \$23.10 per hour.

Your official start date is March 9, 2023.

We have scheduled your orientation for Thursday, March 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Nichoffe West

Human Resources Generalist

cc:

Board of Education

Dr. Ruffin, Supt. of Schools

Michelle Baker, Principal, Wilby High School

Personnel file



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 24, 2023

Jose Torres 20 Luke St. Waterbury, CT 06706

Dear Mr. Torres:

Your name is being certified to the Department of Education – School Inspector's Office for the position of Carpenter (Req. #2023766) at \$22.17 per hour.

Your official start date was February 23, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

## Nicholle West

Nicholle West Human Resources Generalist

SM/sd

cc.

Board of Education

Dr. Ruffin, Supt. of Schools

Michal Konopka, School Inspector

File



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 24, 2023

Maria Cronin 8 Huntingdon Place Waterbury, CT 06708

Dear Ms. Cronin:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806C) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 23, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholse West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 24, 2023

Chaileen Rodriguez-Perez 187 Northridge Dr. Waterbury, CT 06708

Dear Ms. Rodriguez-Perez:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806H) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 23, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 24, 2023

Leeana Rodriguez 36 Chipman St. Waterbury, CT 06708

Dear Ms. Rodriguez:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806I) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 23, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 24, 2023

Suzan Dennis-Strickland 57 Burr St. Waterbury, CT 06708

Dear Ms. Dennis-Strickland:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806D) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 2, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 23, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

February 24, 2023

Ivette Campos 152 Washington St., 1<sup>st</sup> Fl. Waterbury, CT 06706

Dear Ms. Campos:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2022806B) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 23, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

## The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

March 1, 2023

Jose Velzaco 332 Stillson Rd. Waterbury, CT 06705

Dear Mr. Velzaco:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2022636) at \$19.71 per hour.

Your official start date is March 2, 2023.

We have scheduled your orientation for Thursday, March 16, 2023 at 11:15 am at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. This portion of the orientation will be on the CHRO Sexual Harassment video. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

## The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

March 1, 2023

William Yarmala 1030 Highland Ave. Waterbury, CT 06708

Dear Mr. Yarmala:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2022972) at \$18.12 per hour.

Your official start date is March 2, 2023.

We have scheduled your orientation for Thursday, March 16, 2023 at 11:15 am at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. This portion of the orientation will be on the CHRO Sexual Harassment video. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

#### The City of Waterbury

Connecticut
artment of Human Resource

Department of Human Resources
Office of the Civil Service Commission

March 1, 2023

Todd Piascik 20 Grassy Hill Rd. Waterbury, CT 06704

Dear Mr. Piascik:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2022596) at \$17.44 per hour.

Your official start date is March 2, 2023.

We have scheduled your orientation for Thursday, March 16, 2023 at 11:15 am at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. This portion of the orientation will be on the CHRO Sexual Harassment video. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

## The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

March 1, 2023

Jared Collette 170 Melbourne Terrace Waterbury, CT 06704

Dear Mr. Collette:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2022379) at \$17.44 per hour.

Your official start date is March 2, 2023.

We have scheduled your orientation for Thursday, March 16, 2023 at 11:15 am at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. This portion of the orientation will be on the CHRO Sexual Harassment video. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

### The City of Waterbury

Connecticut
ent of Human Resource

Department of Human Resources
Office of the Civil Service Commission

March 3, 2023

Sabrina White 240 Chestnut Hill Ave. Waterbury, CT 06704

Dear Ms. White:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Waterbury Career Academy (Req. #2023264) at \$16.62 per hour. Please contact Michael Harris, Principal at (203) 574-6000 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 16, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 9, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West Human Resources Generalist

NW/sd

cc Board of Education Dr. Ruffin, Supt. of Schools Michael Harris, Princ @ WCA File

#### **Carrie Swain**

From:

noreply@cabe.myenotice.com on behalf of CABE Policy Highlights <noreply@cabe.myenotice.com>

Sent:

Friday, March 3, 2023 7:00 AM

To:

Carrie Swain

**Subject:** 

CABE Policy Highlights 3-3-2023

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



Conrad Vahlsing, Senior Staff Attorney

March 3, 2023

Volume 23 Issue 18

The topics for Issue 18 of the CABE Policy Highlights are Youth Suicide Prevention ??? 988 Hotline and Homelessness ??? "No Matter What" Campaign.

There are some valuable links that are provided in this issue of the Policy Highlights, including links to CABE's sample policies on "Youth Suicide Prevention and Youth Suicide Attempts" and "Homeless Students."

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education 81 Wolcott Hill Road Wethersfield, Connecticut 06109 Phone 860-571-7446 Fax 860-571-7452

www.cabe.org



Unsubscribe from this eNotice.



# Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

## PRESENTS POLICY HIGHLIGHTS

March 3, 2023

Volume 23 - Issue #18

#### Youth Suicide Prevention - 988 Hotline

According to the Center for Disease Control and Prevention, the United States recorded 46,000 suicides in 2020. In addition, CDC reports an estimated 12.2 million adults seriously contemplating suicide, 3.2 million of whom made a plan, and 1.2 million attempted suicide. Suicide rates in 2020 were 30% higher than in 2000.

As we face these alarming statistics, a community in New Jersey was among the many rocked by the reality of a young student who took her own life after being brutally assaulted in her school. In addition to the assault, the victim had to endure further abuse and bullying through social media, as the assault was recorded and posted online. Tragically, similar assaults and their reverberations on social media have been more frequent following the disruption, isolation, and uncertainty resulting from the pandemic.

Currently, state and federal legislators are considering ways to address the deleterious impact of social media, especially as it relates to children. In the meantime, it's more important than ever to inform school communities of the 988 hotline for mental health emergencies. Intended to build on the success of the national 911 emergency number, Connecticut is among the first states in the country to adopt the nation-wide 988 number. CABE's model policy regarding Youth Suicide Prevention and Youth Suicide Attempts (#5141.5) has been updated to include suggested language for posting the 988 number. Ensuring the national 988 number is posted throughout the district will potentially save lives – students and adults.

In Connecticut, the 988 hotline launched on July 16<sup>th</sup>, 2022 requesting:

If you or someone you know may be considering suicide, contact the National Suicide Prevention Lifeline at 800-273-8255 (En Español: 888-628-9454; Deaf and Hard of Hearing: 800-799-4889) or the Crisis Text Line by texting HOME to 741741. If you are located in Connecticut, you can call 211 now or 988 (effective July 16).

In addition, Section 28 of last year's PA 22-47 requires placing the 988 number on student IDs, grades 6-12, beginning July 1, 2023. Note that subsection (b) states that the 988 number must be in operation for at least one year prior to that date or the implementation date is different: