Board of Education

REGULAR MEETING Thursday, August 17, 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 <u>https://youtu.be/ZRFrhzOmlq4</u>.

AGENDA

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated June 8, 2023 from Civil Service certifying Jetmir Dauti for the position of Maintainer I.
- b) Email communication dated June 15, 2023 from Karen Harvey regarding Bunker Hill Elementary School.
- c) Copy of communication dated June 15, 2023 from Civil Service certifying William Goodman for the position of General Utility Mechanic.
- d) Copy of communication dated June 19, 2023 from Civil Service certifying Tracy-Ann Menzies for the position of Assistant Director of Pupil Services.
- e) Copy of communication dated June 20, 2023 from Civil Service certifying Dorian Hysenllari for the position of Painter II.
- f) Copy of communication dated June 21, 2023 from Civil Service certifying Rashaan Reeder for the position of Maintainer I.
- g) Copy of communication dated June 27, 2023 from Civil Service certifying Jordan Wiggins for the position of Maintainer I.
- h) Copy of communication dated June 28 2023 from Civil Service offering temporary and at will employment to Seimon Salam for the position of Temporary Maintainer I.
- i) Copy of communication dated June 28, 2023 from Civil Service certifying Jayvon Mason, Sergio Guadalupe, and Sharon Boucher for the position of Maintainer I.
- j) Email communication dated July 11, 2023 from CABE regarding Policy Highlights.
- k) Copy of communications dated July 31, 2023 from Civil Service certifying Michael Dessalines, Jade Pouncey, Nermin Ismaili, and Candace Nadimi for the position of Paraprofessional I and Nancy Juca for the position of Paraprofessional II.
- Copy of communications dated August 3, 2023 from Civil Service certifying Lisa Lawton for the position of Administrative Associate I and Susana Silva for the position of Human Resources Assistant.
- m) Copy of communication dated August 9, 2023 from Civil Service to Genesis Hunter regarding offer of employment as Food Service Worker.
- n) Copy of communication dated August 9, 2023 from Civil Service certifying Ba'Vonni Sampson for the position of Administrative Associate I.
- copy of communications dated August 10, 2023 from Civil Service offering temporary and at will employment to Waldemar Hernandez, Angel Torres, and Aertur Tavares for the position of Temporary Maintainer I.
- p) Copy of communications dated August 10, 2023 certifying Minerva Pagan, Jocelyn Medina, and Raquel Cabrera for the position of Administrative Associate I.
- q) Copy of communications dated August 11, 2023 from Civil Service offering temporary and at will employment to Christian Santiago, Adelino Soares, and Oneil Wedderburn, Jr. for the position of Temporary Maintainer I.
- 5. Approval of Minutes: May 4, 2023 Workshop and May 18, 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. Superintendent's Announcements

8. President's Comments

- **9. Executive Session** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.
- **10.** Committee on School Personnel Commissioner Hernandez
- 10.1 Tinker Elementary Vice Principal appointment.
- 10.2 Wallace Middle School Vice Principal appointment.

11. 2022/2023 Waterbury School Resource Officer Annual Report.

12. Consent Calendar

- 12.1 *Committee on Finance:* Request approval of an Amendment to the Professional Services Agreement with Critical Response Group (CRG).
- 12.2 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 12.3 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

13. Items removed from Consent Calendar

- 14. Committee on Finance Commissioner Orso
- 14.1 Request approval of a Maintenance Services Agreement with KONE Inc. for elevator service maintenance and repairs.
- 14.2 Request approval of a Professional Services Agreement with Facilities Compliance Fire Protection, LLC for fire suppression equipment testing and maintenance.
- 14.3 Request approval of Amendment One (1) to the Professional Services Agreement with Northeast Scoreboards, LLC for indoor multi-sport scoreboards with shot clocks.
- 14.4 Request approval of Construction Contract with Colonna Masonry Concrete and Asphalt Paving, LLC for 2023 Sidewalk Spot Repair Program.

15. Superintendent's Notification to the Board

15.1 <u>Athletic appointments:</u>

Name	<u>Position</u>	Location	<u>Effective</u>
Davis, Tyrell	Assistant Football Coach	WHS	08/14/23
Terenzi, Timothy	Lead Unified Sports Coach	WHS	08/28/23

15.2 Grant funded appointments:

Name	Position/Location	<u>FT/PT</u>	<u>Rate</u>	Union	<u>Funding</u>	<i>Effective</i>
Banaj,	Classroom Assistant	FT	\$15.41/hr	UPSEU	InterDis Magnet	8/24/23
Alketa	Maloney			68	22-23	
Bartee,	CT Teacher	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Lateena	Resident-Classroom			68	23-24	
	Assist./Hopeville					
Cora,	Parent Liaison	FT	\$15.88/hr	UPSEU	Title I/A	8/24/23
Ashley	WSMS			69	22-24	
Davidson,	Bilingual Language	FT	\$17.00/hr	UPSEU	Title III	7/27/23
Michelle	Assessor			69	22-24	
Forino,	Behavior Counselor	FT	\$21.72/hr	F UPSEU	Title II A	8/24/23
Sophia	Carrington			69	Dist 23-25	
Gordon,	Behavior Counselor	FT	\$24.00/hr	F UPSEU	Title IV	8/24/23
Crystal	Reed			69	23-25 District	
Hall, Taylor	Behavior Counselor	FT	\$21.71/hr	F UPSEU	Title I A	8/24/23
	Gilmartin			69	23-25	
Hammond,	Behavior Counselor	FT	\$21.72/hr	F UPSEU	PSD-Summer	7/31/23
Cynthia	Wendell Cross			69	23-24	
Holmes,	CT Teacher	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Angela	Resident-Classroom			68	23-24	
	Asst./Gilmartin					
Hudson,	CT Teacher	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Giovanna	Resident-Classroom			68	23-24	
	Asst./Tinker					
Johnson,	CT Teacher	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Joy	Resident-Classroom			68	23-24	
(transfer)	Asst./Wendell Cross					
Ricci,	Office Manager	FT	\$17.25/hr	UPSEU	Title I	7/27/23
Kathleen	Fam. & Comm.			69	Part A	
	Engagement Center				22-24	

15.3 <u>Miscellaneous appointments:</u>

Shippee, Kieran – Athletic Director, Kennedy High School, effective 08/03/23.

15.4 Priority School Grant Before/After School Program appointments:

Name	<u>Position</u>	<u>Location</u>
Anglin, Seritha	AM/PM Assistant	Walsh
Crane, Evan	Lead Teacher	Walsh

Justs, Patricia	Teacher	Walsh	
Lubus, Nicole	Teacher - Sub	Walsh	
Oley, Mary Beth	Paraprofessional	Walsh	
Ricco, Timothy	Teacher - Sub	Walsh	
Walker,Bernice	PM Assistant	Walsh	
Sullivan, Donna	Teacher- Assistant	Maloney	
Garica, Nilsa	Teacher	International	
Garica Orta, Emily	AM Assistant	International	
Kershaw, Tania	Teacher - Sub	International	
Rodriguez, Anirak	Teacher - Sub	International	

15.5 <u>New teacher hires effective 08/23/23:</u>

Last Name	First Name	Position	
Aguirre-Galan	Ashley	Special Education	Crosby
Ahmeti	Zhenita	Other	Generali
Ariola	Jennifer	Elementary Teacher	Wendell Cross
Benton	Emily	Math	Kennedy
Beveridge	Gabrielle	Elementary Teacher	Reed
Bhatnagar	Sonali	Library Media	Reed
Boatright	Trevira	Central Office	Districtwide
Bonacassio	Brittany	Elementary Teacher	Bunker Hill
Bond	Troy	Elementary Teacher	Wallace Middle
Branco	Sofia	Special Education	Bucks Hill
Burgess	Susan	Elementary Teacher	Wallace Middle
Capobianco	Olivia	Special Education	Gilmartin
Carasone	Alanna	Elementary Teacher	Regan
Castro	Rosalie	Elementary Teacher	Reed
Charlton	Zené	Elementary Teacher	Sprague
Cichowski	Brianna	Elementary Teacher	Tinker
Cifuentes	Andrea	Elementary Teacher	Duggan
Clark	Leah	Special Education	Duggan
Coer	Jessica	Elementary Teacher	Wilson
Collette	Emma	Elementary Teacher	Wilson
Conchado	Ryan	Special Education	North End Middle
Conner	Carrington	Elementary Teacher	Wilson
Corbin	Elizabeth	Administration	Districtwide
Cordova-Rolon	Carmen	Bilingual	Hopeville
Damiani	Patricia	School Counselor	West Side Middle
Dickey	Lili	School Counselor	Wilson
Diodonet	Yamailys	Elementary Teacher	International
DiPietro	Kristin	Early Childhood	Washington
Doyle	Kiley	Elementary Teacher	Washington
Doyle	Katie	Reading/ELA	Kennedy

Elawad	Rana	Elementary Teacher	Wilson
Elliott	Kristen	, Reading/ELA	Kennedy
Faber	Cheryl	Special Education	Rotella
Foley	, Kyle	Social Studies	North End Middle
Gallinoto	, Madeline	Elementary Teacher	Generali
Gardner	Tia-Simone	Elementary Teacher	Wilson
Gartman	Alexandera	Reading/ELA	Wallace Middle
Gizzi	Adriana	Elementary Teacher	Driggs
Goff	Colleen	Reading/ELA	North End Middle
Gordon	Kimberly	Reading/ELA	Wallace Middle
Grullon	Diana	Bilingual	Kennedy
Guarda	Karen	Elementary Teacher	Sprague
Guerrera	Olivia	Elementary Teacher	Bucks Hill
Haas	Taylor	Elementary Teacher	Sprague
Hall	Amari	Math	Carrington
Hasemann	Erich	School Counselor	Wallace Middle
Hibbert	Alethia	PE/Health	Kennedy
Hintz	Josephine	Other	Wilby
Hulteen	Brooke	Elementary Teacher	Sprague
Hurlburt	Regina	Early Childhood	Bucks Hill Annex
Кадеу	Melanie	Elementary Teacher	Bucks Hill
Khouri	Michael	Reading/ELA	Crosby
LaPrade	Leah	Special Education	Wilson
LaSalle	Ashley	Reading/ELA	Wallace Middle
Lee	Alexus	Elementary Teacher	Rotella
Levy Sainfleur	Shasalee	Elementary Teacher	Regan
Linnell	Colby	PE/Health	Wendell Cross
Littlefield	Mishaela	Elementary Teacher	Bucks Hill
Lopez	Melissa	Elementary Teacher	Hopeville
Louis	Melanie	Reading/ELA	North End Middle
Mars	Kristen	Special Education	Reed
Marszalek-Baldyga	Julia	Reading/ELA	Wendell Cross
Martin	Samantha	Elementary Teacher	Wilson
Mayi Prado	Fernando	World Languages	Waterbury Arts Magnet
McNulty	Maura	Elementary Teacher	Wilson
Miller	Persis	Special Education	Wilson
Monegro	Jessica	Elementary Teacher	Sprague
Moquete	Narciso	Computer Technology	Waterbury Careee
Mudry	Jeffrey	Elementary Teacher	Wilson
Muniz	Stacey	Other	Crosby
Murray	Rachel	Science	Carrington
Nealy	Lashonda	Elementary Teacher	Chase
O'Grady	Juliana	Early Childhood	Wendell Cross
Onofrio	Nicole	Early Childhood	Bucks Hill Annex
Ortega	Marisol	Reading/ELA	Waterbury Arts Magnet

Osagie	Nancy	Elementary Teacher	Kingsbury
Park	Pauline	Performing Arts	Waterbury Arts Magnet
Pecukonis-Rinaldi	Lori	Special Education	Wilby
Porcaro	Stefanie	Fine Arts	Kennedy
Rehmer	Sofia	Business	Wilby
Riegel	Hillary	Elementary Teacher	Wilson
Rinaldi	Joseph	Special Education	Gilmartin
Robinson	Yolonda	Special Education	Sprague
Roman	Jeremiah	PE/Health	Reed
Roy (Ciarleglio)	Sarah	Science	West Side Middle
Royka	Samantha	Elementary Teacher	Washington
Sackey	Anna	Elementary Teacher	Sprague
Sergi	Laura	Elementary Teacher	Bunker Hill
Signore	Deirdre	Reading/ELA	North End Middle
Silva	Nicole	Reading/ELA	Waterbury Career
Soper	Kayleen	Elementary Teacher	Wallace Middle
Stanwicks	Meghan	PE/Health	North End Middle
Stoto	Ashley	Elementary Teacher	Walsh
Styles	Alex	Elementary Teacher	Walsh
Sufra	Wendy	Other	Districtwide
Swan	Shania	Elementary Teacher	Bunker Hill
Tully	Ashley	PE/Health	Bucks Hill Annex
Ureta	Isabelle	Elementary Teacher	Bucks Hill
Vernon	Tavoyah	School Counselor	Gilmartin
Wilde	Elizabeth	Math	North End Middle
Williams Iverson	Verretta	Elementary Teacher	Driggs
Yates	Arreyion	Elementary Teacher	Kingsbury
Zirpolo	Forrest	Science	Crosby

15.6 <u>Resignations</u>

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Azab, Jaimie	Walsh/Grade K	08/01/23
Barone, Stephen	Enlightenment/Social Studies	07/25/23
Cassidy, Haley	NEMS/Math	08/04/23
Ciminera, Kimberly	Reed/Grade 3	06/15/23
Correa, Jennifer	WHS/Biology	08/04/23
DiLonardo, Rachel	Generali/Special Education	08/09/23
Colby, Shannon	Washington/Grade 3	07/26/23
Gauvin, Anna	Kingsbury/Grade 3	08/02/23
Hall, Taylor	NEMS/ Physical Education-Health	07/17/23
Hill, Elaine	WMS Academic Academy/Grade 4	08/04/23
Leyhow, Linda	Reed/Grade 4	08/01/23
Lichaa, Miranda	Wilson/Co-taught Special Ed grade K	07/24/23
McCann, Peter	WSMS/Grade 8 Math	08/14/23
Nagle, Sandra	WAMS/Grade 7 ELA	07/31/23

Nisbet, Grace	WMS Special Education	06/15/23
Ocasio, Jessica	Walsh/Elementary Principal	08/27/23
O'Neil, Laura	WMS Special Education	07/20/23
Perugini, Haleigh	Wendell Cross/Library Media Specialist	08/10/23
Poulin, Gina	NEMS/Grade 6 ELA	08/03/23
Roman, Jeremiah	Reed/Physical Education-Health	08/14/23
Ruscz-Maffia, Kimberly	General/Special Education	08/07/23
Sanzone, Ashley	Bucks Hill/Special Education	08/07/23
Weinstein, Irene	Tinker/Library Media Specialist	08/01/23

- 15.7 <u>Miscellaneous assignments, transfers, etc.</u>:
 - Brito, Mallory involuntary transfer from Elementary Vice Principal/Driggs to Elementary Vice Principal/Wilson.
 - Coelho, Dana Involuntary transfer from Elementary Vice Principal/Wilson to Elementary Vice Principal/Bucks Hill.

Moriarity, Shea – assignment of Interim Vice Principal/Walsh.

Rosser, Jennifer – assignment of Elementary Principal/Driggs.

Sakyi-Sam, Hanna – involuntary transfer to Vice Principal/Driggs.

Theriault, Michael – involuntary transfer from Elementary Principal/Driggs to Elementary Principal/Wilson.

Thompson, Melissa – assignment of Interim Elementary Vice Principal/Bunker Hill. Wilson, Maureen – assignment of Interim Elementary Principal/Walsh.

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

17. Adjournment



Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.1

August 17, 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 Elementary Vice Principal, Tinker School, effective immediately.

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.2

August 17, 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 Vice Principal, Wallace Middle School, effective immediately.

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

August 17, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Critical Response Group, Inc. for Digital School Mapping services, subject to any nonsubstantive changes approved by the Corporation Counsel's office.

Waterbury, Connecticut

COMMITTEEE ON BUILDING & SCHOOL FACILITIES

Item #12.2

August 17, 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
E. Zappone	WAMS atrium: Thursday, August 10, 7:30am – 1:00pm
	(High School summer school graduation ceremony)
J. Frenis	Crosby rooms 305E & 306E: Thursday, August 24, 7:00am – 3:00pm
	(World Language Professional Development)
M. Rocco	W. Cross café: September '23 thru May '24, 5:30 – 7:30 pm, second
	Tuesday each month for PTA meetings
	W. Cross café & parking lot: Saturday, September 9, 12:00 pm – 4:00 pm
	(Back to School Day)
	W. Cross café & parking lot: Friday, October 27, 4:00 – 8:30 pm
	(Halloween Halls-Halloween Party/Trick or Treat event)
	W. Cross café: Tuesday, November 21, 5:00 – 8:00 pm
	(Book Turkey Bingo)
	W. Cross café: Saturday, December 16, 8:00 am – 12:00 pm
	(Breakfast with Santa)
	W. Cross gym & café: Thursday, January 18, 5:00 – 8:00 pm
	(STEM Night, 5:00 – 8:00 pm)
	W. Cross gym & café: Friday, February 9 & Friday, February 16, 5:30 – 8:30 pm
	(February 9 – PreK – Gr. 5. Dance & February 16 - Middle School Dance)
	W. Cross gym & café: Friday, March 15, 5:00 – 8:00 pm
	(Multi- Cultural Night) (snow date: March 22, 2024)
	W. Cross café & upper playground: Sat., March 23, 9:30am – 12:00 pm (Egg Hunt)
	W. Cross café: Friday, April 26, 5:00 – 8:00 pm (Paint Night)
	W. Cross gym & café: Friday, May 31, 5:30 – 9:30 pm
	(8 ^{⊤н} Grade Semi Formal)
*C. Carpentieri	Wilby café: Monday, August 21 and Tuesday, August 22, 8am – 3pm
	(2023-2024 New Teacher Orientation)
*T. Dooley	Wallace media ctr.: Wednesday, September 6 and Tuesday, November 21
	6:00 – 8:00 pm (swim program officials' meetings)
*W.C.E.A.	Rotella café: Wednesday, October 18, 2023, 6:00-9:00 pm
J. Geary	(annual White Collar Union Convention)

BOARD OF EDUCATION *Waterbury, Connecticut*

Item #12.2 Page 2

*Dr. White	WAMS media center: District Equity Leadership Team Meetings 3:30 – 5:00 pm, August 21, September 18, October 16, November 20,		
	December 18, 2023 and January 22, February, 12, March 18, April 8 and May 20,		
	2024		
*L. Martin	Rotella Community Rm.: Thursday, September 14, 8:30am – 12:00pm		
	(Parent liaison meeting)		
*N. Hellerich	Crosby rms. 316E & 318E August 22 & 23, 8:00am - 3:00pm		
<u>Health Dept.</u>	(Waterbury. School Nurses Professional Development)		
*Jeff Hunter	Reed café: Thursday, August 17, 10 – 11am		
	(Crossing Guards meeting)		
*Registrar of Voters	Kennedy, Gilmartin, Tinker Schools: Tuesday, September 12, 2023		
T. DeCarlo	(Primary Election)		

Book

DATE: July 26, 2023

TO: SCHOOL BUSINESS OFFICE

Evette Zappone

FROM:

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet Schoo,
Auditorium Gymnasium Swimming Pool Café/Rooms
Atrium DATES REQUESTED: <u>Thursday</u> , <u>August 10, 2023</u> FROM: <u>7:30</u> am/pm TO: <u>1:00</u> am/pm
FROM: 7:30 am/pm TO: 1:00 am/pm
FOR THE FOLLOWING PURPOSES:
High School Summer Graduation Ceremony

The intended start time is 10:00 AM; ceremony should last no more than 90 minutes.

Sutte Jeppro Evette Zappone

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.

Youk

DATE: 72523
TO: SCHOOL BUSINESS OFFICE
FROM: Janet Frenis/Sydney Molina (Rm 161), Chase Building
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
NAME OF SCHOOL REQUESTED: Crosby H.S. RM 305E/306E
Auditorium Gymnasium Swimming Pool
DATES REQUESTED: 8/24/23
FROM: 7:00 am/pm TO: 3:00 am/pm
FOR THE FOLLOWING PURPOSES:
World Language professional
development
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.

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JUL 2 1 2023

SCHOOL PERSONNEL USE ONLY

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

yook

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

NAME OF SCHOOL REQUESTED: Wendell Cross School	
Auditorium Gymnasium Swimming Pool	
Café/Rooms/Library	
DATES REQUESTED: Tuesday 9/12/23, 10/10/23, 11/14/23, 12/12/2	23
1/9/24, 2/13/24, 3/12/24, 4/9/24, 5/14/24	
from 5:30 - 7:30 (time includes set up and clean up)	

FOR THE FOLLOWING PURPOSES:

Monthly W. Cross PTA meetings

Please note the following provisions:

4200

DATE: 7/21/2023

TO:

FROM: Margaret Rocco

SCHOOL BUSINESS OFFICE

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

NAME OF SCHOOL REQUESTED: Wendell Cross School Auditorium Gymnasium Swimming Pool Café/Rooms/Library Outside Parking Lot DATES REQUESTED: Saturday, September 9,2023

FOR THE FOLLOWING PURPOSES:

W. Cross Back to School Day 12:00 - 4:00 (time includes set up and clean up for event. Event is from 1-3)

APPLICANT

Please note the following provisions:

yook

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School Auditorium Gymnasium Swimming Pool Café/Rooms/Library Outside Parking Lot DATES REQUESTED: Friday, October 27, 2023

FOR THE FOLLOWING PURPOSES:

W. Cross Halloween Halls - Halloween Party Trick or Treat Event from 4-8:30 which includes set up and clean up time.

Please note the following provisions:

1001

DATE: 7/21/2023

TO:

FROM: Margaret Rocco

SCHOOL BUSINESS OFFICE

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

NAME OF SCHOOL REQUESTED: Wendell Cross School
Auditorium Gymnasium Swimming Pool

Café/Rooms/Library

DATES REQUESTED: Tuesday, November 21, 2023

FOR THE FOLLOWING PURPOSES:

W. Cross Book Turkey Bingo 5-8:00PM (includes set up and clean up time)

Please note the following provisions:

Look

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School
Auditorium Gymnasium Swimming Pool
Café/Rooms/Library

DATES REQUESTED: Saturday, December 16, 2023

FOR THE FOLLOWING PURPOSES:

W. Cross Breakfast with Santa 8AM-12PM (includes set up and clean up time)

APPLICANT

Please note the following provisions:

190 K

DATE: 7/21/2023

TO:

SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School Auditorium Gymnasium
Swimming Pool Café/Rooms/Library

DATES REQUESTED: Thursday, January 18, 2024

FOR THE FOLLOWING PURPOSES:

WC STEM Night 5-8PM (includes set up and clean up time)

Please note the following provisions:

1480k

DATE: 7/21/2023

TO:

FROM: Margaret Rocco

SCHOOL BUSINESS OFFICE

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

NAME OF SCHOOL REQUESTED:	Wendell Cross School
Auditorium Gymnasium	Swimming Pool
Café/Rooms/Library	
DATES REQUESTED: Friday, Fe	ebruary 9 th , 2024 & Friday, February
16, 2024	

FOR THE FOLLOWING PURPOSES:

2/9 - PrK - 5 Dance & 2/16 Middle School Dance 5:30 - 8:30PM (includes set up and clean up time)

Please note the following provisions:

/Jue ak

DATE: 7/21/2023

TO:

FROM: Margaret Rocco

SCHOOL BUSINESS OFFICE

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

NAME OF SCHOOL REQUESTED: Wendell Cross School
Auditorium Gymnasium Swimming Pool

Café/Rooms/Library

DATES REQUESTED: Friday, March 15, 2024(snow date 3/22)

FOR THE FOLLOWING PURPOSES:

WC Multi Cultural Night 5-8PM (includes set up and clean up time)

Please note the following provisions:

DATE: 7/21/2023

TO:

400 K

Margaret Rocco FROM:

SCHOOL BUSINESS OFFICE

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

NAME OF SCHOOL REQUESTED: Wendell Cross School Auditorium

Gymnasium Swimming Pool

Café/Rooms/Library upper lot playground DATES REQUESTED: Saturday, March 23, 2024

FOR THE FOLLOWING PURPOSES:

WC EGG Hunt 9:30 - 12:00 PM (includes set up and clean up time)

Please note the following provisions:

440 ek

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

Auditorium Gymnasium Swimming Pool

Café/Rooms/Library

DATES REQUESTED: Friday, April 26, 2024

FOR THE FOLLOWING PURPOSES:

WC Paint Night 5-8PM (includes set up and clean up time)

Please note the following provisions:

Zook

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

Auditorium

torium Gymnasium

Swimming Pool

Café/Rooms/Library

DATES REQUESTED: Friday, May 31, 2024

FOR THE FOLLOWING PURPOSES:

WC 8th Grade Semi Formal 5:30-9:30PM (includes set up and clean up time)

Please note the following provisions:

Agost

DATE: August 1, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Carli Carpentieri & Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department

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

NAME OF SCHOOL REQUESTED: Wilby High School

L Auditorium

Gymnasium

Swimming Pool

Café/Rooms

DATES REQUESTED: Monday 8/21/23 & Tuesday 8/22/23

FROM: <u>8:00am</u> TO: <u>3:00pm</u>

FOR THE FOLLOWING PURPOSES:

2023-2024 New Teacher Orientation

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.

C:\Documents and Settings\smccasland1\My Documents\SCHOOL reservation form.doc

SCHOOL PERSONNEL USE ONLY DATE: 8-2-23 SCHOOL BUSINESS OFFICE TO: Swim Officials Mtg. FROM: Tom Dooley THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS: NAME OF SCHOOL REQUESTED: Wallace M.S. AUDITORIUM [] GYMNASIUM [] SWIMMING POOL [] CAFE/ROOMS Media Ctr. DATES REQUESTED: Wed Sept. 6th & Tues. Nov. 21 ST FROM 6:00 am/m TO 8:00 ampm FOR THE FOLLOWING PURPOSES: School Swim Program -Swim Officials Meetings

Please note the following provisions:

DATE: 8-8-23

TO: SCHOOL BUSINESS OFFICE
FROM: W.C.E.A. Tim Gearry VIP
THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL
FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:
NAME OF SCHOOL REQUESTED:
AUDITORIUM GYMNASIUM SWIMMING POOL CAFF.ROOMS
DATES REQUESTED: Wednesday, Oct 18, 2023 FROM 6:00 am/m TO 9:00 am/m
FOR THE FOLLOWING PURPOSES:
Annual White Collar Union Convention
Convention
IG /
APPLICANT SMC

Please note the following provisions:

yook

Dulite

DATE: Aug 8, 2023

TO: SCHOOL BUSINESS OFFICE

1

FROM:

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

NAME OF SCHOOL REQUESTED: WAWS

Auditorium Gymnasium Swimming Pool Café/Rooms
-> library I medic Center
DATES REQUESTED: <u>See attatched dates</u>
FROM: <u>3:30</u> am/pm TO: <u>5:00</u> am/pm
FOR THE FOLLOWING PURPOSES:
_ District Equity Leadership Team
Meetings.
0

APPLICANT

Please note the following provisions:

08/21/23			
9/18/23			
10/16/23			
11/20/23			
12/18/23			
01/22/24			
2/12/24			
3/18/24			
4/8/24			
5/20/24			

DATE: 8.9.2

.O:	SCHOOL BUSINESS OFFICE	
ROM	Rotella-Lise	

yout

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

NAME OF SCHOOL REQUESTED: ROTEIC	·
170	Community Room
Auditorium Gymnasium Swimming Pool	Café/Rooms
DATES REQUESTED: September 14	
FROM: <u>830</u> am/pm TO: D	00 am/m
FOR THE FOLLOWING PURPOSES:	
parent liaison meeti	B

APPLICANT

Please note the following provisions:



DATE: _____8/11/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Health Department

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

NAME OF SCHOOL		sby High Schoo E/ 318E	l Rooms	
Auditorium	Gymnasium	Swimmi	ng Pool	X Café/Rooms
DATES REQUESTE	D:8/22/2023 & 8/23	/2023		
	FROM: <u>8:00 am</u>	am/pm	TO: <u>3</u> :	00 pm am/pm
FOR THE FOLLOWI	NG PURPOSES:			
Waterbury School N	Nurses Professional De	evelopment		

Natalie Hellerich, Nursing Supervisor, Waterbury Health Department

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.

Mook. SCHOOL PERSONNEL USE ONLY DATE: 8-14-23 SCHOOL BUSINESS OFFICE TO: REGISTRAR of VoTers FROM: THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS: Kennedy NAME OF SCHOOL REQUESTED: GILMARTIN & TINKER AUDITORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS DATES REQUESTED: THESday Sept. 12, 2023 FROM 5:00 and/pm TO 9:00 am/om FOR THE FOLLOWING PURPOSES: PRIMARY Election APPI ICANT

Please note the following provisions:



DEPARTMENT OF REGISTRARS OF VOTERS

August 10, 2023

Board of Education Members 236 Grand Street Waterbury, CT 06702

Dear Board of Education Members:

I am writing to request the use of the following schools for the September Primary Election which will take place on September 12th. We will need to be in the facility starting at 5:00 am on the day of the election. Please note that school will be in session on the day of the election. Please bring any concerns to my attention as soon as possible so they may be addressed in adequate time.

Kennedy High School Gilmartin Elementary Tinker Elementary

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election.

Please feel free to contact us should you have any questions.

Sincerely

Timothy De Carlo

DATE: 8-14-23

TO: SC	HOOL BUSINESS OFFICE
FROM:	Teft Hunter
	NED HEREBY MAKES APPLICATION FOR USE OF SCHOOL TER REGULAR SCHOOL HOURS) AS FOLLOWS:
NAME OF SCH	DOL REQUESTED: <u>Reed</u>
Thereast and the Contract of t	M GYMNASIUM I SWIMMING POOL CAPE/ROOMS
DATES REQUES	STED: Thursday Aug. 17 2023
	FROM 10:00 (and pm TO 11:00 (and pm
	WING PURPOSES:
CROSS	ing Guarda Meeting.
	APPLICANT CM
Diagon mate the fo	llowing provisions:

Please note the following provisions:

yook

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #12.3

August 17, 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 and/or waiver requests by groups and organizations subject to fees and insurance as required:

GROUP FACILITIES AND DATES/TIMES

REQUESTING WAIVERS:

*Puerto Rican Day	Maloney café: Saturday, September 9,12:00 to 10:00pm	
Festival/L. Santiago	(Youth Pageant)	(\$924. <u>)</u>

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

Greater Wtby. YMCA	2023 – 2024 After School Program
J. O'Rourke	Chase School, Gilmartin School, Tinker School
	September '23 thru May '24, Monday thru Friday
	(from school dismissal to 6:00 pm)
Wtby. Bridge to Succ.	Reed parking lot: Saturday, August 19, 10:00am – 5:00pm
A. Brooks	(Family event/Food – Back To School event)
*Hoops for Life	Reed gym: Weeknights September 11 thru November 17, 2023, 5:00 – 9:00 pm
D. Fryer	(basketball program)
<u>D:1190</u>	

PherToRican Day Paradeg Festival Commiller 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 PR Co PLICANT NAME OF ORGANIZATION douce T OGIGITELEPHONE ADDRESS 12 10troh v VZ (street) (state) (zip code) (city) 9-9-72 SCHOOL REQUESTED DATES ROOM(S) OPENING TIME 12 NOU CLOSING TIME PURPOSE OOM ADMISSION (if any) (CHARGE TO BE DEVOTED APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS_] CHILDREN 5 SIGNATURE OF APPLICANT DATE PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: 03-525-1735 23-910-5707 1 Rataul Gl-cicno VIEVI Roman sind ru on 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) 924.1) SCHEDULE OF RATES: CUSTODIAL FEES RENTAL FEES MISCELLANEOUS FEES: CURITY DEPOSIT \$ INSURANCE COVERAGE YES NO PLEASE READ THE FOLLOWING CAREFULLY APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY. A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE) IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO. THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE. CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452 CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE). KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE) PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS. IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED. APPROVAL DATE SCHOOL BUSINESS OFFICE "YECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE HOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED. White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

	OF SCHOOL ACILITIES WAI
APPLICANT/ORGANIZATION:	Notabuy Da paral, fedult Pasent
Please check below specific item(s)	i . i
Building Usage Fees	Custodial Fees
SCHOOL/ROOMS REQUESTED:	
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DATE(S):	TIMES:
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Date	Signature
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	OFFICE USE ONLY
List total cost of fees being requested	to be weiwed.
List total cost of lees being requested	Ozil m
<u>S</u> Building Usage Fees	Custodial Fees Security Deposit
22. ang 200 g	
	BOARD USE ONLY
The Board of Education approved/den	ied the above referenced waiver request(s) at their regular
meeting of	
	ATTEST:Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY	
APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA	
ADDRESS 136 West Main Street Waterbury CT 06702 (street) (city) (state) (zip code) SCHOOL REOUESTED Chase DATES Start to end of school(ongoing) ROOM(S) Cafeleria, Gynasium, Library	-
	-
ADMISSION (If any),CHARGE TO BE DEVOTED TO	-
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70	-
SIGNATURE OFAPPLICANT DATE SII 23	-
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:	
Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125 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)	
· ·	94-911 <u>9-9-9-</u> 9
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RENTAL FEES:	
MISCELLANEOUS FEES:	_
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APPLICATION MUST BERECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.	ear
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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian	
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300	SCHOOL 236 GRAND ST. USE O	TION - WATERBURY, BUSINESS OFFICE , WATERBURY, CT 0 F BUILDING PERMIT E PEN AND PRESS F	6702 CONTRACT#	
APPLICANT Jim O'Rourke		NAME OF ORGAN	ZATION Greater Waterbury Y	MCA
ADDRESS 136 West Main Street	Waterbury CT	06702	TELEPHONE# (203)754-9622	
(street)	(city) (state)	(zip code)		-
SCHOOL REOUESTED Gilmartin	DATES Start to end of school	al(angoing) ROOM(S)	Cafeteria, Gynasium, Library, RM 1041, Fields	
OPENING TIME 3:00PM	CLOSING TIME 6:00pm	PURPO	SE To provide state licensed af	tercare
ADMISSION (if any),		BE DEVOTED TO		
APPROXIMATE NUMBER OF PEOPL			HILDREN 70	-
(E TO BEPRESENT ADOLTS	<u>, </u>		~
SIGNATURE OF APPLICANT	-H-		DATE 5/1/23	·
PERSON(S) NAME, ADDRESS & PH	ONE NUMBER RESPONSIBL	E FOR SUPERVISION	:	
Kristen Jones 136 West Main Street	Waterbury, CT 06702 203-7	54-9622 Ext 125		•
In the event that the Board of	of Education should ne	ed to resort to le	gal proceedings to collect	
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fees and court costs associa	ited with said proceed	ings	(,PLEASE INITIAL)	
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3000	236	SCHOOL GRAND ST., USE OF	ION - WATERBU BUSINESS OFFIC WATERBURY, BUILDING PERI PEN AND PRES	CT 06702 MIT	CONTRACT#	
APPLICANT Jim O'Rourke			NAME OF OR	GANIZATION Great	er Waterbury YMC	CA , _
ADDRESS 136 West Main Street	Waterbury	СТ	06702	TELEPHONE#	(203)754-9622	-
(street) SCHOOL REOUESTED <u>Tinker</u>	(city)	(state)	(zip code)	, Caleteria, Gynasium, F	avar	
OPENING TIME 2:30PM						-
ADMISSION (if any),			51 / T. T	RPOSE <u>To provide</u>	state licensed after	
APPROXIMATE NUMBER OF PEOF				CHILDREN 40		
SIGNATURE OFAPPLICANT				DATE 5/1	123	
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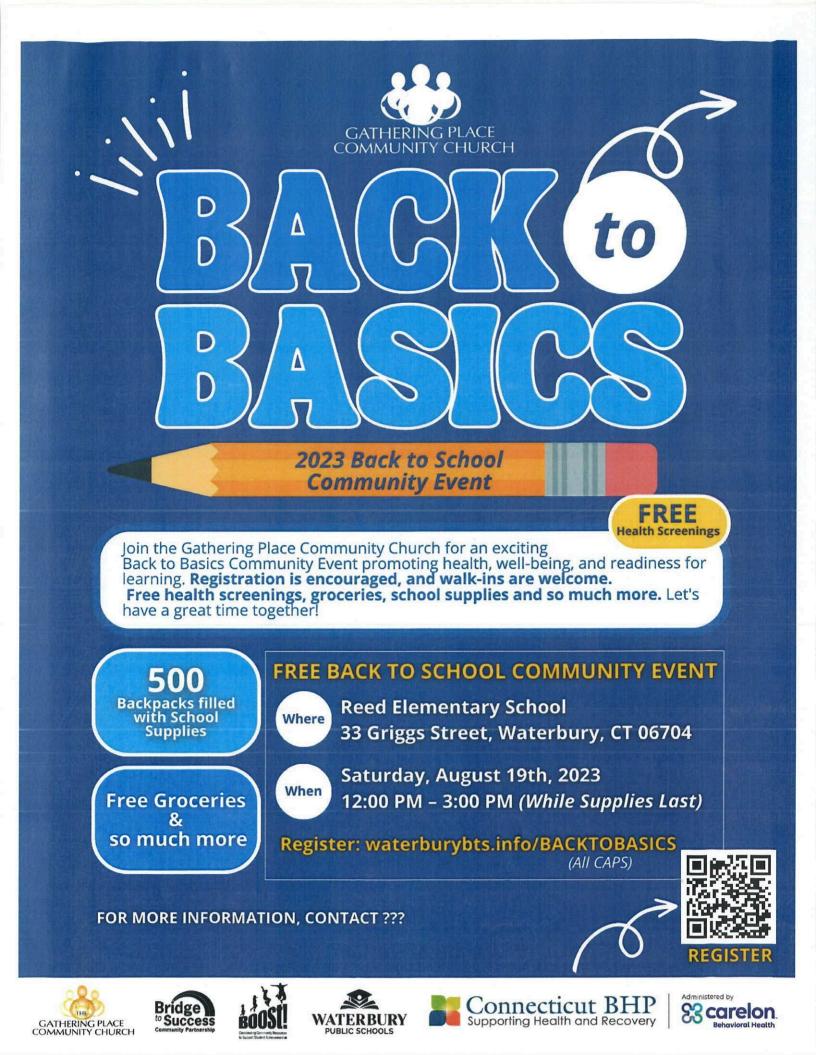
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DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY
APPLICANT DENEEN FRYER NAME OF ORGANIZATION HOURS 4/Lite, Inc.
ADDRESS 232 N. EIM St WILM LT 06702 TELEPHONE # 203 232-4578 / 575-4346
(street) (city) (state) (zip code)
SCHOOL REQUESTED Johnsthon Reed DATES see nort ROOM(S) GYM
OPENING TIME 5:00 p CLOSING TIME 9:00 p PURPOSE BASKethell gAmes
ADMISSION (if any)CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20
SIGNATURE OFAPPLICANT DIMEN JUNE DATE 8/8/2023
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Autor bigs Sorange st with (203) 437-2205 In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
SCHEDULE OF RATES: CUSTODIAL FEES:
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO
SECURITY DEPOSIT \$INSURANCE COVERAGEYESNO
APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.
APPROVAL DATE
SCHOOL BUSINESS OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office Pink-Principal

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Blue-Custodian

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german enderte e USE OF SA (to be submitted with Sae of Building Permit) Hodpsylite, Inc APPLICANT/ORGANIZATION: Please check below specific item(s): Building Usage Fees Custodial Fees SCHOOL/ROOMS REQUESTED: Juhns than Reed DATE(S): 11 9/12 9/13 9/14 9/159/14 TIMES: 5-0 DATE(S): DATE(S): PLI 9/22 9/25 DATE(S): 10/5 10/10 10/10 10/23 10/24 10/25 10/2 DATE(S): 10/5 10/10 10/10 10/23 10/24 10/25 10/2 DATE(S): 10/10 10/10 10/23 10/24 10/25 10/2 DATE(S): 10/10 10/10 10/23 10/24 10/25 10/2 DATE(S): 10/10 10/10 10/23 10/24 10/25 10/25 10/2 DATE(S): 10/10 10/10 10/23 10/24 10/25 10/ TIMES: 11 TIMES: (1 TIMES: re a TIMES: 10 TIMES: 11/14 11/15/1/16 11/17 Signa OFFICE USE ONLY List total cost of fees being requested to be waived: Building Usage Fees Custodial Fees Security Deposit BOARD USE ONLY The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of 9/14-501 ATTEST: Clerk, Board of Education

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

August 17, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Maintenance Services Agreement with KONE, Inc. for elevator service maintenance and repairs for a period of 36 months, subject to any non-substantive changes by Corporation Counsel.

Memorandum

To: Board of Education

From: Mike Konopka, School Inspector, School Inspector's Office BOE

Date: August 2, 2023

Re: **Board of Education Approval Request / Executive Summary** – Board of Education Contract between City of Waterbury and KONE, Inc.

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$455,859.00, between The City of Waterbury and KONE, Inc.

The funding source for this project is the General Fund.

This is a 3-year contract.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

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

Thank you.

Konopka

Attachment

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

MAINTENANCE SERVICES AGREEMENT RFP No. 7630 for Elevator Service Maintenance and Repairs between The City of Waterbury and KONE, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KONE, Inc., located at ONE KONE CT, MOLINE, IL 61265, a State of Connecticut duly registered foreign corporation (Delaware) with a place of business at 60 Commerce Drive, Floor 3, Trumbull, CT 06611 (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7630 for Elevator Service Maintenance and Repairs; and

WHEREAS, the City accepted the Contractor's proposal for RFP No. 7630 (as subsequently negotiated and revised); and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **Elevator Service Maintenance and Repairs** as detailed and described in the Proposal Documents in **Attachment A**, and which 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:

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\KONE - Elevator Maintenance Services RFP 7630 CRT23-175\Final Documents\FINAL 7-27-23 KONE Education Elevator Service Contract.doc

- **1.1.1 RFP Number 7630** (acknowledged by the Contractor as having been received and incorporated by reference);
- **1.1.2 RFP Number 7630** Addendum #1, dated April 28, 2023 and consisting of 2 pages (attached hereto);
- **1.1.3** Contractor's Proposal, dated May 4, 2023 and consisting of 64 pages, including Contractor's 3 page Price Proposal submitted in response to **RFP Number 7630** (attached hereto);
- **1.1.4** Certificates of Insurance (attached hereto);
- **1.1.5** Performance Bond and Payment Bond (attached hereto);
- **1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- **1.1.7** All permits and licenses (incorporated by reference).

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

- **1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- **1.2.2** Contract Amendment(s) and Change Orders
- 1.2.3 Contract
- **1.2.4** Contractor's Price Proposal dated May 4, 2023
- **1.2.5** RFP No. 7630
- **1.2.6** Contractor's Response to RFP No. 7630 not otherwise included in 1.2.4 above

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 these.

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

Page 2 of 31

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

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

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

3.2. Working Hours. To the extent Contractor is required to be on City property to render its services hereunder, Contractor shall work during the following hours: Monday through Friday 7:00 a.m. to 5:00 p.m. If any work is required after 5:00 p.m. weekdays or on Saturday, Sunday or Holidays, Contractor shall provide immediate call back service at no additional cost for all elevators and shall immediately dispatch

Page 3 of 31

qualified employees on any day of the week, at any hour, day or night. Emergency repairs shall be made within two (2) hours to restore the equipment to operating order. Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. 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.

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

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

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

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process, it reviewed or was afforded opportunity, by the City, to review all physical

Page 4 of 31

items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this agreement and thereby warrants that:

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, monthly, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iv) expressed as a percentage of the total work and

Page 5 of 31

services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by Contractor representative acceptable to the City's Using Agency.

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

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The Contractor agrees that "direct contact" shall include the Contractor and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

4. **Responsibilities of the City.** Upon the City's receipt of the Contractor's written request, the City will provide the Contractor with documents, data and other materials the City

Page 6 of 31

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.

5. Contract Time. Contractor shall commence all work and services required under this Contract immediately upon full execution of this Contract and shall complete all work and services required under this Contract within **thirty-six (36) consecutive calendar months** of full execution of this Contract ("Contract Time").

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

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

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed FOUR HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND ZERO CENTS (\$455,859.00) and shall be in accordance with the Contractor's response to RFP No. 7630 and Contractor's Price Proposal, dated May 4, 2023, and an Owner's Controlled Contingency Allowance as provided below, with the basis of payment being as follows:

- **6.1.1 Year 1 Monthly** Maintenance fee for 30 elevators In an amount not to exceed \$94,980.00
- **6.1.2 Year 2 Monthly** Maintenance fee for 32 elevators In an amount not to exceed \$103,762.20
- **6.1.3 Year 3 Monthly** Maintenance fee for 32 elevators In an amount not to exceed \$106,875.07
- **6.1.4** Five –Year Full Load Test Allowance In an amount not to exceed \$108,800.00 (to be used only upon prior written approval of the Using Agency, at the rate of \$5,440 per elevator, with any Allowance remaining at the end of the Contract term reverting back to the City.)

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6.1.5 Owner Controlled Contingency Allowance ("OCCA") In the amount not to exceed \$41,441.73 (to be used only upon prior written approval of the Using Agency with any OCCA remaining at the end of the Contract term reverting back to the City.)

6.2. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. above 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.

6.2.1 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.

6.2.2 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.

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 7630** 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

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Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

7. Warranty of the Contractor. Contractor warrants to the City that all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished under this Contract shall be new, and that all work under this Contract shall be of good quality, free from faults and defects and in conformance with this Contract for a period of no less than three hundred sixty-five (365) calendar days after the termination of this Contract.

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

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

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

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

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

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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, a performance bond and a payment bond each for the penal sum of the total not too exceed cost of this Contract in a form and with a surety acceptable to the City. The bonds shall continue in effect for one year after termination of 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 Carriers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

11.4.1 General Liability Insurance: \$1,000,000.00 Each Occurrence

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\$2,000,000.00 General Aggregate

\$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 & nonowned 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: \$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City and the City's Board of Education as an additional insured and also provide a Waiver of Subrogation to all lines including Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior

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to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and the City'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". The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

11.9 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.

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

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, Page 13 of 31

taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

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

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Page 14 of 31

Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

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

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

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

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works 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

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

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

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

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

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

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

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

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

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

13.3. Affirmative Action.

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

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

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

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order

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issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

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

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

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

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

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

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

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

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

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14. Good Jobs Ordinance – NOT APPLICABLE

15. Housing and Urban Development Section 3 Clause. NOT APPLICABLE.

16. Termination.

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

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

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

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

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

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and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks)

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

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

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

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

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.

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

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

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

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

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

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

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

21. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City Page 22 of 31

property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc, associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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 agreement. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

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

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

27.1.3 The Final Completion Date has not been changed.

27.2. Notwithstanding the foregoing, a Change Order shall not include

27.2.1 an upward adjustment to a Contractor's payment claim, or

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

27.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 27 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

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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, the historical documents are (i) the City's aforementioned RFP No. 7630 and (ii) the Contractor's proposal responding to the aforementioned RFP No. 7630.

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

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

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

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

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

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

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

Contractor:

KONE, Inc. One Kone CT Moline, IL 61265

With a copy to:

KONE, Inc. 60 Commerce Drive, Floor 3 Trumbull, CT 06611

City:

Mike Konopka, School Inspector Waterbury Public Schools 236 Grand Street Waterbury, CT 06702

With copy to:

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

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

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

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

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

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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

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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 internet the the Citv Clerk's web the City and on at site: http://www.waterburyct.org/content/458/539/default.aspx [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39. click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

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

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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 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

Sign:			
Print	name:		

By:____

Neil M. O'Leary, Mayor

Sign:	Date:
Print name:	

WITNESSES:

KONE, INC.

Sign:	By:
Print name:	Print name:
	Its

Sign:	
Print name:	Date:

Date:

ATTACHMENT A

- **1.1.1 RFP Number 7630** (acknowledged by the Contractor as having been received and incorporated by reference);
- **1.1.2 RFP Number 7630** Addendum #1, dated April 28, 2023 and consisting of 2 pages (attached hereto);
- **1.1.3** Contractor's Proposal, dated May 4, 2023 and consisting of 64 pages, including Contractor's 3 page Price Proposal submitted in response to **RFP Number 7630** (attached hereto);
- **1.1.4** Certificates of Insurance (attached hereto);
- **1.1.5** Performance Bond and Payment Bond (attached hereto);
- **1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- **1.1.7** All permits and licenses (incorporated by reference).

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

August 17, 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 Facilities Compliance Fire Protection, LLC for Fire Suppression Equipment Testing and Maintenance for a three-year period, subject to any non-substantive changes by Corporation Counsel.

Memorandum

To: Board of Education

From: Mike Konopka, School Inspector, School Inspector's Office BOE

Date: August 4, 2023

Re: **Board of Education Approval Request / Executive Summary** – Board of Education Contract between City of Waterbury and Facility Compliance Fire Protection.

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$160,710.00, between The City of Waterbury and Facility Compliance Fire Protection.

The funding source for this project is the General Fund.

This is a 3-year contract.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

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

Thank you.

Mike Konopka Attachment

cc: Attorney Allison J. Rzewuski, via email, w/o attachment.

PROFESSIONAL SERVICES AGREEMENT RFP No. 7689 for Fire Suppression Equipment Testing and Maintenance between The City of Waterbury, Connecticut and Facilities Compliance Fire Protection, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and FACILITIES COMPLIANCE FIRE PROTECTION, LLC (the "Consultant"), located at 1492 Berlin Tpke, Berlin, Connecticut 06037, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to RFP No. 7689 for Fire Suppression Equipment Testing and Maintenance; and

WHEREAS, the City selected the Consultant to perform services regarding RFP No. 7689; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Consultant shall provide automatic sprinkler, fire alarm, fire extinguisher and carbon monoxide systems inspections, testing and maintenance according to all required codes and regulations adopted by State and Local authorities for the Department of Education; at any time systems are inspected, tested, or maintained notification shall be provided to occupants, administrative staff, Central Stations, Fire Marshals, Fire Departments and Maintenance Personnel in accordance with the Scope of

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

- **1.1.1** Addendum #1 to City of Waterbury RFP No. 7689, dated June 20, 2023, consisting of 12 pages, attached hereto;
- **1.1.2** City of Waterbury RFP No. 7689, consisting of 11 pages (excluding Attachments A-C and E-F), attached hereto;
- **1.1.3** Scope of Services, consisting of 8 pages, attached hereto;
- **1.1.4** Consultant's Revised Cost Proposal, dated July 24, 2023, consisting of 1 page, attached hereto;
- **1.1.5** Consultant's Response to RFP No. 7689, incorporated herein by reference;
- **1.1.6** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- **1.1.7** City Contract Compliance Documents, incorporated herein by reference;
- **1.1.8** Certificates of Insurance, incorporated herein by reference;
- **1.1.9** Licenses, incorporated herein by reference;
- **1.1.10** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- **1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
- **1.2.2** Addendum 1 to RFP No. 7689
- **1.2.3** Scope of Services
- **1.2.4** This Contract
- **1.2.5** RFP No. 7689
- **1.2.6** Consultant's Response to RFP No. 7689

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this

Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

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

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

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that 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.

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

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Consultant shall deliver, periodic written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized representative of the Consultant.

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

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

5. Contract Time. The Consultant shall commence upon execution by the Mayor and Consultant shall complete all work and services required under this Contract within three (3) years ("Contract Time").

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

completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED SIX DOLLARS (\$190, 806.00)** for the entire three (3) year term of the Agreement, and shall be in accordance with Consultant's Revised Cost Proposal, dated July 24, 2023, and as further detailed below:

6.1.1	Year One: An amount not to exceed\$63,602.00
6.1.2	Year Two: An amount not to exceed\$63,602.00
6.1.3	Year Three: An amount not to exceed\$63,602.00
	Total Amount Not to Exceed\$190, 806.00

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

6.2.1 The Consultant 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 Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7689** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

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

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

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

8.5. Royalties and Patents. The Consultant 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 Consultant'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 Consultant 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 Consultant and as to any award made thereunder.

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

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate.

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit (CSL) each accident any auto, all owned and hired autos.

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

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

Employers' Liability (EL):

\$1,000,000.00 EL Each Accident

\$1,000,000.00 EL Disease Each Employee

\$1,000,000.00 EL Disease Policy Limits

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:

\$ 1,000,000.00 each Occurrence

\$ 1,000,000.00 Aggregate

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

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

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

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, 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.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and

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

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

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications,

deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Neither the Consultant nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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 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 Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant'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 Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No.7689** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7689**.

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

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

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

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, CT (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute, and not elsewhere.

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

Consultant:	Facilities Compliance Fire Protection, LLC 1492 Berlin Tpke Berlin, CT 06037				
City:	The City of Waterbury Department of Education c/o Chief Operating Officer 236 Grand Ave Waterbury, CT 06702				
With a copy to	o: Office of the Corporation Counsel City Hall Building 235 Grand Street, 3 rd Floor Waterbury, CT 06702				

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

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

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

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

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to

the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet the City Clerk's web site: at https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

32.14. Prohibition Against Contingency Fees. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: Print name:	_ By: Neil M. O'Leary, Mayor					
Sign: Print name:	Date:					
WITNESSES:	FACILITIES COMPLIANCE FIRE PROTECTION, LLC					
WITNESSES: Sign: Print name:						

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ATTACHMENT A

- 1. Addendum #1 to City of Waterbury RFP No. 7689, dated June 20, 2023, consisting of 12 pages, attached hereto;
- 2. City of Waterbury RFP No. 7689, consisting of 11 pages (excluding Attachments A-C and E-F), attached hereto;
- 3. Scope of Services, consisting of 8 pages, attached hereto;
- 4. Consultant's Revised Cost Proposal, dated July 24, 2023, consisting of 1 page, attached hereto;
- 5. Consultant's Response to RFP No. 7689, incorporated herein by reference;
- 6. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 7. City Contract Compliance Documents, incorporated herein by reference;
- 8. Certificates of Insurance, incorporated herein by reference;
- 9. Licenses, incorporated herein by reference;
- 10. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING THE GITY OF WATERBURY CONNECTICUT

ADDENDUM #1

June 20, 2023

RFP 7689 Fire Suppression Equipment Testing and Maintenance

Please refer to the questions and answers below.

Question: The annual extinguisher service mentioned in scope, will that be included in bid price, or is this a typo and meant to stay on the separate bid that closed the morning of 06/15? **Answer:** The bid that closed on 6/15 was only for Food Services extinguishers, not part of this scope.

Question: How many service calls related to fire and sprinkler does each school average per year?

Answer: Approximately 130.

Question: Weekly sprinkler service mentioned in scope, will that be included in bid price, or is that something each school plans to do in-house? **Answer:** In-house.

Question: How many low points are there on your dry sprinkler systems? **Answer:** We have 4 different schools with dry system, 4 low points.

Question: Under FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE GUIDELINES, required inspection/testing frequency scope Weekly: control valves sealed, gauges in dry, pre-action, and deluge systems and Monthly: gauges in wet pipe systems. These items are usually carried out by building engineers. Will these tasks remain the responsibility of the Contractor?

Answer: Valves and gauges will remain responsibility of Waterbury Public Schools besides 5 year mandatory gauge replacement (which is NOT part of this RFP) OR calibration.

Question: Please provide a breakdown of what type of fire pump is in schools that have fire pumps?

Answer: Gilmartin (Clarke Diesel), Carrington (Clarke Diesel) and WCA (Emerson Electric).

Question: Please provide Fire extinguisher count and type per location. **Answer: R**efer to the attached table.

Page 1 of 2

Question: Can the city provide previous NFPA inspection sheet for each location? **Answer:** We do not have it. All this work was performed by trade personnel.

Question: CO detection service mentioned in scope, will that be included in bid price, or is this considered service work once we win the contract? **Answer:** Please include in bid price. Follow NFPA25 code.

Question: What schools have CO detectors and how many per location? **Answer:** Duggan 4CO, JFK 3CO, REED 4CO, WCA 6CO, Carrington 4CO.

Question: Successful completion of this project will depend greatly on gaining building access. Will the BOE and the City provide credentials and Keys? **Answer:** Contractor will follow BOE protocol at each location. Director of security and safety will provide

Question: Fire sprinkler systems are identified in the scope. There is no quantity list provided.

Are we to presume there is only 1 system at each location as identified when 1 system type is

indicated at a facility?

Answer: Each facility has one system except for 4 facilities with both wet and dry (refer to the attached table).

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

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				parent asset		m_last_device_ma		p_extingui	p hanger	asset prop location in	asset prop manufa		asset pro
asset_name	asset type	location name	location street	name	ear	gic submission	ro year	sher type	type	site	cture date	asset prop notes	
10 lb. ABC Main office	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	0	4/10/2023		ABC		Main office	4/10/2015		10 lb.
5 lb. ABC Custodial office	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	0			ABC	Other	Custodial office		Needs by yr	5 lb.
10 lb. ABC Auto shop rm 153	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	0	4/10/2023		ABC	I	Auto shop rm 153		Needs hydro	10 lb.
10 lb. ABC Elevator machine rm	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2012	4/10/2023		ABC	1	Elevator machine rm		Needs hydro	10 lb.
5 lb. ABC Science rm 250	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2012	4/10/2023		ABC	ו ר	Science rm 250		Needs hydro	5 lb.
10 lb. ABC Science rm 254	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2021	4/10/2023		ABC	r Other	Science rm 254	4/10/2007	Neeus Hyuro	10 lb.
10 lb. ABC Chemistry rm 256	-	Kennedy High School	422 Highland Avenue	Building 16	2021	4/10/2023			u u	Chemistry rm 256	4/10/2014		10 lb.
10 lb. ABC Science lab rm 340	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2021	4/10/2023			Cabinet	Science lab rm 340			10 lb.
	extinguisher		-	Building 16 Building 16	2021	4/10/2023				Science lab rm 342			10 lb.
10 lb. ABC Science lab rm 342 10 lb. ABC Science lab rm 252	extinguisher	Kennedy High School	422 Highland Avenue	-	2021	4/10/2023		ABC	Cabinet Cabinet	Science lab rm 252	4/10/2019		10 lb. 10 lb.
	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2021						4/10/2019		
10 lb. ABC Science lab rm 350	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	-	4/10/2023		ABC	Cabinet	Science lab rm 350			10 lb.
10 lb. ABC Science lab rm 348	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	0	4/10/2023			Cabinet	Science lab rm 348			10 lb.
10 lb. ABC Science lab rm 346	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2021	4/10/2023	3 2019	ABC	Cabinet	Science lab rm 346			10 lb.
10 lb. ABC Service closet in 354						. /				Service closet in 354			
faculty rm	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	0	4/10/2023	3	ABC	I	faculty rm	4/10/2019		10 lb.
												Replace with ABC	
5 lb. BC New building boiler rm	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	0	4/10/2023	3	BC	1	New building boiler rm	4/10/2014	needs work	5 lb.
10 lb. ABC Main building boiler rm	extinguisher	Kennedy High School	422 Highland Avenue	Building 16	2014	4/10/2023	3	ABC	I	Main building boiler rm	4/10/2008	Needs hydro	10 lb.
										Kitchen by storage			
6 L. K Kitchen by storage room	extinguisher	Kennedy High School	422 Highland Avenue	К1	0	4/10/2023	3 2019		Cabinet	room			6 L.
10 lb. ABC Science lab rm 359	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	2021	4/10/2023		ABC	Cabinet	Science lab rm 359	4/10/2015		10 lb.
10 lb. ABC Science lab rm 358	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3 2021		Cabinet	Science lab rm 358			10 lb.
10 lb. ABC Science lab rm 357	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	2021	4/10/2023	3	ABC	Cabinet	Science lab rm 357	4/10/2017		10 lb.
10 lb. ABC Science lab rm 356	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3 2021	ABC	Cabinet	Science lab rm 356			10 lb.
10 lb. ABC Science lab rm 355	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3 2021	ABC	Cabinet	Science lab rm 355			10 lb.
10 lb. ABC Science lab rm 354	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3 2021	ABC	Cabinet	Science lab rm 354			10 lb.
												Needs hydro	
10 lb. ABC Science lab rm 353	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3	ABC	Cabinet	Science lab rm 353	4/10/2007	must replace	10 lb.
10 lb. ABC Science lab rm 352	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3 2021	ABC	Cabinet	Science lab rm 352		Recharge	10 lb.
10 lb. ABC Science lab N260 and										Science lab N260 and			
N262 prep rm	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	2021	4/10/2023	3 2012	ABC	Other	N262 prep rm			10 lb.
		, ,										Replace with	
10 lb. ABC Server rm near elevator	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3	ABC	Other	Server rm near elevator	4/10/2009	clean agent	10 lb.
		, , ,										Needs hydro	
10 lb. ABC Elevator machine rm	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	3	ABC	Other	Elevator machine rm	4/10/2007	must replace	10 lb.
5 lb. ABC Kitchen	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	2019	4/10/2023		ABC	1	Kitchen	4/10/2012		5 lb.
6 L. K Kitchen	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0				J	Kitchen			6 L.
					-	.,,			-			10 Lbs	+
												recommended	
10 lb. ABC Boiler by stairs	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023	2	ABC		Boiler by stairs	4/10/2023		10 lb.
10 lb. Abe boller by starts	extinguistier	Whoy High School	Soo Backs min Koad	Dunuing 15		4/ 10/ 2023	,	ABC		bolici by stairs	4/10/2025	Missing 10 lbs	10 10.
10 lb. ABC Boiler rm by back door	extinguisher	Wilby High School	568 Bucks Hill Road	Building 15	0	4/10/2023		ABC	c	Boiler rm by back door	4/10/2023	0	10 lb.
10 lb. ABC Elevator machine rm	extinguisher	North End Middle School	534 Bucks Hill Road	Building 15	2014	4/11/2023		ABC	1	Elevator machine rm		Needs hydro	10 lb.
10 lb. Abe lievator machine mi	extiliguistiei	NOT CIT ETICI WILdule School	554 Ducks Hill Koau	Dunuing 15	2014	4/11/2023	,	ADC	1	Rm HC204 By	4/11/2007	Needs Hydro	10 10.
6 L. K Rm HC204 By dishwasher	extinguisher	North End Middle School	534 Bucks Hill Bood	Building 15	0	4/11/2023	3 2019	ĸ		dishwasher		Needs recharge	6 L.
	-				0		2019		J		4/11/2020	Neeus recharge	÷ =:
10 lb. ABC Rm HC204 By sink	extinguisher		534 Bucks Hill Road	Building 15	0	., ==, ====	3 2021	ABC	l Othor	Rm HC204 By sink	4/11/2020	NONE	10 lb.
10 lb. ABC Science lab Rm M336	extinguisher	North End Middle School	554 DUCKS HIII KOBO	Building 15	0	4/11/2023	2021	ABL	Other	Science lab Rm M336		NONE	10 lb.
												Needs to be	
				D 111 45	-							replaced pre	
5 lb. ABC Science lab rm M337	extinguisher	North End Middle School		Building 15	0	4/11/2023			Other -	Science lab rm M337		1984	5 lb.
10 lb. ABC Science lab rm M338	extinguisher	North End Middle School		Building 15	0	., ==, ====			F	Science lab rm M338			10 lb.
10 lb. ABC Science lab rm M334	extinguisher	North End Middle School		Building 15	0	1 1 2 2			Other	Science lab rm M334			10 lb.
10 lb. ABC Science lab rm M343	extinguisher	North End Middle School	534 Bucks Hill Road	Building 15	0	4/11/2023	3 2021	ABC	Other	Science lab rm M343			10 lb.

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10 lb. ABC Science lab rm M344	extinguisher	North End Middle School	534 Bucks Hill Road	Building 15	2021	4/11/2023	2020	ABC	F	Science lab rm M344	Nf	eeds recharge	10 lb.
10 lb. ABC Science lab rm M345	extinguisher	North End Middle School		Building 15	2021	4/11/2023		ABC	Other	Science lab rm M345	4/11/2011 Ne	<u> </u>	10 lb.
2.5 lb. ABC Science lab rm M345	extinguisher	North End Middle School		Building 15	0	4/11/2023		ABC		Science lab rm M345	4/11/2017 Ne		2.5 lb.
2.5 lb. ABC Science lab rm M345	extinguisher	North End Middle School	534 Bucks Hill Road	Building 15	0	4/11/2023		ABC	Vehicle/Str	Science lab rm M345	4/11/2017 Ne		2.5 lb.
10 lb. ABC Science lab rm M346	extinguisher	North End Middle School		Building 15	2021	4/11/2023		ABC	Other	Science lab rm M346	4/11/2013		10 lb.
10 lb. ABC Science lab rm M331	extinguisher	North End Middle School	534 Bucks Hill Road	Building 15	2021	4/11/2023	2014	ABC	Other	Science lab rm M331			10 lb.
10 lb. ABC Science lab rm M335	extinguisher	North End Middle School		Building 15	2021	4/11/2023		ABC	Other	Science lab rm M335	4/11/2013		10 lb.
10 lb. ABC Science rm A335	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	0	4/10/2023	2021	ABC	Other	Science rm A335			10 lb.
10 lb. ABC Science rm A333	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	2021	4/10/2023	2015	ABC	Other	Science rm A333			10 lb.
10 lb. ABC Science rm A332	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	2021	4/10/2023	;	ABC	Cabinet	Science rm A332	4/10/2011 Ne	eeds hydro	10 lb.
						i			-				
10 lb. ABC Science rm A327	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	2021	4/10/2023	i	ABC	Other	Science rm A327	4/10/2013 Ne	eds recharge	10 lb.
10 lb. ABC Science rm A320	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	2021	4/10/2023	j	ABC	Other	Science rm A320	4/10/2015		10 lb.
10 lb. ABC Science rm A319	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	2021	4/10/2023	j	ABC	Other	Science rm A319	4/10/2011 Ne	eds hydro	10 lb.
										Elevator rm (Across			
10 lb. ABC Elevator rm (Across from b	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	2014	4/10/2023	i	ABC	I	from boiler rm)	4/10/2007 Ne	eds hydro	10 lb.
						1					Ne	eeds 6yr	
10 lb. ABC Boiler rm A128	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	0	4/10/2023	2014	ABC	1	Boiler rm A128	(Re	eplace)	10 lb.
6 L. K By hood (in corner)	extinguisher	West Side Middle School	483 Chase Parkway	Building 9	0	4/10/2023		К	J	By hood (in corner)	4/10/2019		6 L.
10 lb. ABC Kitchen	extinguisher	Bucks Hill Elementary	330 Bucks Hill Road	Building 3	0	4/11/2023	2020	ABC	I	Kitchen			10 lb.
					[[Ne	eeds	
						i i					re	placement	
5 lb. ABC Elevator machine rm	extinguisher	Bucks Hill Elementary	330 Bucks Hill Road	Building 3	0	4/11/2023		ABC	F	Elevator machine rm	4/11/2015 pla	astic head	5 lb.
10 lb. ABC Boiler rm	extinguisher	Bucks Hill Elementary	330 Bucks Hill Road	Building 3	2014	4/11/2023		ABC	I	Boiler rm	4/11/2007 Ne	eds hydro	10 lb.
				Pre-K Building	[[
5 lb. ABC Administration rm 222	extinguisher	Bucks Hill Elementary	330 Bucks Hill Road	1	2014	4/11/2023	,	ABC	1	Administration rm 222	4/11/2007 Ne	eds hydro	5 lb.
						I			, I , I				
6 L. K Kitchen	extinguisher	Bunker Hill Elementary	170 Bunker Hill Avenue	Extinguisher 4	0	4/11/2023		К	J	Kitchen	4/11/2019.		6 L.
						I			P				
10 lb. ABC Kitchen	extinguisher	Bunker Hill Elementary	170 Bunker Hill Avenue	Extinguisher 4	0	4/11/2023		ABC	1	Kitchen	4/11/2020 .		10 lb.
						1			ļ				
10 lb. ABC Cafeteria	extinguisher	Bunker Hill Elementary	170 Bunker Hill Avenue	Extinguisher 4	0	4/11/2023	2020	ABC	1	Cafeteria			10 lb.
						I			P			ue for	
									P			/drotest.	
10 lb. ABC Boiler room	extinguisher	Bunker Hill Elementary	170 Bunker Hill Avenue	Extinguisher 4	2017	4/11/2023	<u> </u>	ABC	F	Boiler room	4/11/2007 Re	place	10 lb.
6 L. ABC Kitchen	extinguisher	Tinker Elementary	809 Highland Avenue	Tinker 5	0	4/12/2023	<u> </u>	ABC	J	Kitchen	4/12/2019 .		6 L.
10 lb. ABC On stage	extinguisher	Tinker Elementary	809 Highland Avenue	Tinker 5	0	4/12/2023	<u> </u>	ABC		On stage	4/12/2023 Su		10 lb.
10 lb. ABC Boiler rm	extinguisher	Tinker Elementary	809 Highland Avenue	Tinker 5	0	1 1 2 2		ABC		Boiler rm	4/12/2023 Su		10 lb.
10 lb. ABC Main office	extinguisher	Tinker Elementary	809 Highland Avenue	Tinker 5	0	4/12/2023	0	ABC	Other	Main office	Su	ggestion	10 lb.
		T I C I	000.000.000	Tislas F		. / /			0.1	Teacher break room	C		C 11
5 lb. ABC Teacher break room upstain		Tinker Elementary	809 Highland Avenue	Tinker 5	0	4/12/2023	0	ABC	Other	upstairs		ggestion	5 lb. 6 L.
6 L. K Kitchen by gym	extinguisher	Carrington Elementary	24 Kenmore Avenue	Building 8	0	4/11/2023 4/11/2023	2022	ĸ			4/11/2021		6 L. 6 L.
6 L. K Kitchen by walk-ins	extinguisher	Carrington Elementary	24 Kenmore Avenue	Building 8	0	4/11/2023	2022	ĸ	Vehicle/Str	Kitchen by walk-ins			6 L.
6 lb ABC Bailor rm A113	outinguishor	Corrington Flomonton	24 Kanmara Ayanya	Building 8		4/11/2023		ABC	Vahiele/Str	Boiler rm A112	4/11/2013 hy	eeds /dro/roplaco	6 lb.
6 lb. ABC Boiler rm A112	extinguisher	Carrington Elementary	24 Kenmore Avenue	building o	0	4/11/2025	<u> </u>	ABC	venicie/su	Boller HILATIZ		eeds	UI 0.
6 lb. ABC Boiler rm A112	ovtinguishor	Corrington Flomonton	24 Kenmore Avenue	Puilding 9	0	4/11/2023		ABC	Vohiclo/Str	Boiler rm A112	4/11/2013 hy		6 lb.
	extinguisher	Carrington Elementary	24 Actimute Avenue	Building 8	0	4/11/2023	┼───	ABC	venicie/str	Doner III A112		eeds	0 10.
6 lb. ABC The dirty lab Rm B102	extinguisher	Carrington Elementary	24 Kenmore Avenue	Building 8	0	4/11/2023	.	ABC	Vohiclo/Str	The dirty lab Rm B102	4/11/2013 hy		6 lb.
6 ID. ABC THE dirty lab KIII B102	extinguisher	Carrington Elementary	24 Kennore Avenue	building o	0	4/11/2023	┼────	ABC	venicie/su	The unity lab Kill B102		eeds	0 ID.
6 lb. ABC Main office rm C125	extinguisher	Carrington Elementary	24 Kenmore Avenue	Building 8	0	4/11/2023		ABC	Other	Main office rm C125	4/11/2013 hy		6 lb.
o io. Abe iviain onite fill C125	extinguistier	carrington Elementary	24 Actimute Avenue	Dullullig o	0	4/11/2023	┼───	ABC	otilel	main Unice III C125		eeds	0 10.
6 lb. ABC Elevator control rm	extinguisher	Carrington Elementary	24 Kenmore Avenue	Building 8	_	4/11/2023		ABC	Vehicle/C+r	Elevator control rm	4/11/2013 hy		6 lb.
	extinguistier	carrington Elementary	24 Kenmore Avenue	Dunung o	0	4/11/2023	┼───	ABC	venicie/str	Prep rm A201 from	4/11/2013 Hy	and/replace	0 10.
10 lb. ABC Prep rm A201 from science	extinguisher	Carrington Elementary	24 Kenmore Avenue	Building 8		4/11/2023	2021	ABC	Vehicle /Str	science A200			10 lb.
10 lb. ABC Main office rm F100	extinguisher	Chase Elementary	40 Woodtick Road	Building 7	2014	4/11/2023	2021	ABC		Main office rm F100	4/11/2007 Ne	eeds hydro	10 lb.
10 lb. ABC Kitchen by 3 bay	extinguisher	Chase Elementary	40 Woodtick Road	Building 7 Building 7	2014	4/11/2023	<u>+</u>	ABC	I	Kitchen by 3 bay	4/11/2007 NE	seus nyuru	10 lb.
TO ID. ADC KILLIEII DY 5 Ddy	extinguistier	Chase Elementary	HO WOOULICK KUdu	Juliung /	0	4/11/2023	┼───	ABC		Meeter by 5 bdy		eeds to be	10 10.
		1	1		1		1	1	1 ,	1			1
5 lb. ABC Boiler rm	extinguisher	Chase Elementary	40 Woodtick Road	Building 7	1996	4/11/2023		ABC		Boiler rm	4/11/1995 re	nlaced	5 lb.

		1		1 1				r				Needs to be	T
10 lb. ABC Boiler rm upstairs	extinguisher	Chase Elementary	40 Woodtick Road	Building 7	0	4/11/2023	1987	ABC	Other	Boiler rm upstairs		replaced	10 lb.
	extinguisher	endse Elementary		building /	0	1, 11, 2020	1507	1.50	other	Basement vestibule off		replaced	10 10.
10 lb. ABC Basement vestibule off elev	extinguisher	Chase Elementary	40 Woodtick Road	Building 7	0	4/11/2023		ABC	I	elevator	4/11/2023	Recommendation	10 lb.
	-			-						Server rm inside			
5 lb. CleanGuard Server rm inside clas	extinguisher	Chase Elementary	40 Woodtick Road	Building 7	0	4/11/2023		CleanGuard	I	classroom S116	4/11/2023	Recommendation	1 5 lb.
										Server rm (electrical rm			
5 lb. CleanGuard Server rm (electrical	extinguisher	Chase Elementary	40 Woodtick Road	Building 7	0	4/11/2023		CleanGuard	I	1st fl)	4/11/2023	Recommendation	1 5 lb.
												Due for 6yr	
												maintenance.	
5 lb. ABC Main office	extinguisher	Driggs Elementary	77 Woodlawn Terrace	Extinguisher 6	0	4/11/2023		ABC	Other	Main office	4/11/2013	Mount	5 lb.
10 lb. ABC Air handler room	extinguisher	Driggs Elementary	77 Woodlawn Terrace	Extinguisher 6	2014	4/11/2023		ABC	Other	Air handler room	4/11/2006	Due for hydrotest	10 lb.
		o ·		- ·· · · ·			2024		-				10 lb.
10 lb. ABC Kitchen	extinguisher	Driggs Elementary	77 Woodlawn Terrace	Extinguisher 6	0	4/11/2023	2021	ABC	F	Kitchen			10 lb.
10 lb. ABC By custodians office	outinguishor	Driggs Flomonton	77 Woodlawn Terrace	Extinguisher C	2021	4/11/2023		ABC		By custodians office	4/11/2013		10 lb.
TO ID. ABC By custodians office	extinguisher	Driggs Elementary	77 WOOdiawn Terrace	Extinguisher 6	2021	4/11/2025		ABC	1	By custodians office	4/11/2015	•	10 10.
												Due for	
												hydrotest.	
										Storage by custodians		Replace. Mount	
10 lb. ABC Storage by custodians offic	extinguisher	Driggs Elementary	77 Woodlawn Terrace	Extinguisher 6	2012	4/11/2023		ABC	Other	office	4/11/2006		10 lb.
				Ŭ								Due for 6yr	
10 lb. ABC Boiler room	extinguisher	Driggs Elementary	77 Woodlawn Terrace	Extinguisher 6	0	4/11/2023	2014	ABC	I	Boiler room		maintenance	10 lb.
										Kitchen near storage rm			
6 L. K Kitchen near storage rm 325	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		К	Vehicle/Str	325	4/11/2019		6 L.
										Outside of custodial rm			
5 lb. ABC Outside of custodial rm 322	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		ABC	Cabinet	322	4/11/2021		5 lb.
6 L. K Kitchen by 3 bay	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		К	Vehicle/Str	Kitchen by 3 bay	4/11/2021		6 L.
										Server rm (data hub			
5 lb. CleanGuard Server rm (data hub	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		CleanGuard	I	207)	4/11/2023	Recommendation	1 5 lb.
5 lb. CleanGuard Server rm (327)	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		CleanGuard	-	Server rm (327)	4/11/2023	Recommendation	1 5 lb.
										Elevator machine rm			
10 lb. ABC Elevator machine rm 111	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		ABC	Other	111	4/11/2019		10 lb.
5 lb ADC Custo dial stans as un 100	and a suite base	Durana Flammatan	20 Mart Darten Charat	Duilding 12	0	4/11/2022		100	Vehicle/Str	Custodial storage rm	4/11/2010	Dealess	C 11-
5 lb. ABC Custodial storage rm 108 10 lb. ABC Boiler rm 106	extinguisher extinguisher	Duggan Elementary Duggan Elementary	38 West Porter Street	Building 12 Building 12	0	4/11/2023 4/11/2023		ABC ABC	Other	Boiler rm 106	4/11/2010 4/11/2021	керіасе	5 lb. 10 lb.
10 lb. ABC Boller III 106	extinguisher	Duggan Elementary	38 West Porter Street	Bulluling 12	0	4/11/2025		ABC	Other	Boiler rm 106 outside	4/11/2021		10 10.
10 lb. ABC Boiler rm 106 outside elect	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023		ABC	Vehicle/Str	electrical rm	4/11/2010	Replace	10 lb.
	extinguistier	Duggan Liementary	So west forter street	Dunuing 12	0	4/11/2023		ABC	veniere/ser	Science lab rm 115	4/11/2010	Replace	10 10.
5 lb. ABC Science lab rm 115 front	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	2021	4/11/2023		ABC	Vehicle/Str		4/11/2010	Needs hydro	5 lb.
						.,,					.,,		
5 lb. ABC Science lab rm 115 back	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023	2021	ABC	Vehicle/Str	Science lab rm 115 back			5 lb.
										Tech ed rm 122			
										(discharged moved to		Recharge/Replac	
5 lb. ABC Tech ed rm 122 (discharged	extinguisher	Duggan Elementary	38 West Porter Street	Building 12	0	4/11/2023	2013	ABC	Other	108)		e	5 lb.
												Install 20lb ABC	
												new. None in	
20 lb. ABC Boiler room	extinguisher	Kingsbury Elementary	220 Columbia Boulevard	Extinguisher 2	0	4/12/2023		ABC	I	Boiler room	4/12/2023	location	20 lb.
10 lb. ABC Kitchen	extinguisher	Kingsbury Elementary	220 Columbia Boulevard	Extinguisher 2	0	4/12/2023		ABC		Kitchen	4/12/2019	ŀ	10 lb.
10 lb. ABC Main office	extinguisher	Generali Elementary	3196 East Main Street	Building 6	0	4/11/2023		ABC	Other	Main office	4/11/2019		10 lb.
5 lb. ABC Boiler rm 1	extinguisher	Generali Elementary	3196 East Main Street	Building 6	2019	4/11/2023		ABC		Boiler rm 1	4/11/2013		5 lb.
10 lb. ABC Kitchen	extinguisher	Generali Elementary	3196 East Main Street	Building 6	0	4/11/2023		ABC		Kitchen	4/11/2021		10 lb.
6 L. K Kitchen	extinguisher	Generali Elementary	3196 East Main Street	Building 6	0	4/11/2023	2019		1	Kitchen	1/11/2021		6 L.
5 lb. ABC Mechanical rm 25	extinguisher	Generali Elementary	3196 East Main Street	Building 6	0	4/11/2023		ABC	1	Mechanical rm 25	4/11/2021		5 lb.
	1							1		Server rm inside			L
Ella ClaanGuard Sansar em insidefr	ovtinguisher	Conorali Elementany	2106 Eact Main Street	Duilding 6	~	1/11/2022		Cloan	1	cafotoria (ctorage)	1/11/2022	Pocommondat:	
5 lb. CleanGuard Server rm inside cafe	extinguisher	Generali Elementary	3196 East Main Street	Building 6 Extinguishers	0	4/11/2023		CleanGuard	1	cafeteria (storage)	4/11/2023	Recommendation	1 5 lb.

	1			Extinguishers	[r	r –	Г			T
10 lb. ABC Kitchen	extinguisher	Hopeville Elementary	2 Cypress Street	5	0	4/12/2023	2019	ABC	1	Kitchen			10 lb.
				Extinguishers									
10 lb. ABC Boiler room	extinguisher	Hopeville Elementary	2 Cypress Street	5	2014	4/12/2023	2008	ABC	I	Boiler room		Hydro	10 lb.
				Extinguishers									
10 lb. ABC Boiler room	extinguisher	Hopeville Elementary	2 Cypress Street	5	2018	4/12/2023	2012	ABC	Other	Boiler room		No fe here.	10 lb.
				Extinguishers								Recommend 5lb	
5 lb. CleanGuard 2nd flr server room	extinguisher	Hopeville Elementary	2 Cypress Street	5	0	4/12/2023		CleanGuar	Other	2nd flr server room	4/12/2022	clean guard	5 lb.
	ener genere		//	Maloney		.,,					.,,		
10 lb. ABC Machinery room 128	extinguisher	Maloney Magnet Element	233 South Elm Street	magnet 5	2014	4/12/2023		ABC	I	Machinery room 128	4/12/2007	Hydro	10 lb.
				Maloney									
6 L. K Kitchen	extinguisher	Maloney Magnet Element	233 South Elm Street	magnet 5	0	4/12/2023	2019	К	J	Kitchen			6 L.
10 lb. ABC Kitchen	outinguishor	Malanov Magnet Floment	222 Couth Fim Street	Maloney	0	4/12/2022		ABC	-	Kitchen	4/12/2019		10 lb.
10 lb. ABC RICCIEI	extinguisher	Maloney Magnet Element	255 SOULI EIIII SLIPEL	magnet 5 Maloney	0	4/12/2023		ABC	r -	Kitchen	4/12/2019		10 10.
10 lb. ABC Boiler room 129h	extinguisher	Maloney Magnet Element	233 South Elm Street	magnet 5	2014	4/12/2023		ABC		Boiler room 129h	4/12/2005	Hydro	10 lb.
						.,,			ŕ	Telephone	.,,	No fe here.	
1				Maloney						service/server room		Recommend 5lb	
5 lb. CleanGuard Telephone service/s	extinguisher	Maloney Magnet Element	233 South Elm Street	magnet 5	0	4/12/2023		CleanGuar	d I	2nd floor	4/12/2018	clean agent	5 lb.
				Extinguishers						Maintenance office			
10 lb. ABC Maintenance office 107a	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023		ABC	Other	107a	4/12/2011	Hydro	10 lb.
10 lb ABC Kitchen converger	outinguishor	Jonathan Reed Elementar	22 Criggs Street	Extinguishers 13	2019	4/12/2023		ABC		Kitchen server area	4/12/2013		10 lb.
10 lb. ABC Kitchen server area	extinguisher	Jonathan Reed Elementar	55 Griggs Street	Extinguishers	2019	4/12/2025		ABC	1	Kitchen server area	4/12/2015		10 10.
10 lb. ABC Kitchen server area	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	2019	4/12/2023		ABC		Kitchen server area	4/12/2013		10 lb.
				Extinguishers		, ,							
6 L. K Kitchen hood	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023	0	к	Other	Kitchen hood		No k class here	6 L.
				Extinguishers									
10 lb. ABC Boiler room entrance	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023		ABC	I	Boiler room entrance	4/12/2011		10 lb.
				Further statistics and								No fe here. Recommend 5lb	
5 lb. CleanGuard 2nd flr rm 202 tel d	aevtinguisher	Jonathan Reed Elementar	33 Griggs Street	Extinguishers 13	0	4/12/2023	0	CleanGuar	Other	2nd flr rm 202 tel data		clean agent	5 lb.
	aextiliguistiet	Jonathan Reed Elemental	55 Griggs Street	Extinguishers	0	4/12/2023	0	Cleanouar	other	2nd flr science lab rm		clean agent	5 10.
10 lb. ABC 2nd flr science lab rm 203	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023	2021	ABC	Cabinet	203 to 203a			10 lb.
												No fe here.	
				Extinguishers						2nd flr server rm 213		Recommend 5lb	
5 lb. CleanGuard 2nd flr server rm 21	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023	0	CleanGuar	Other	teldata		clean agent	5 lb.
				Extinguishers	2024					2nd flr rm 222 science			c 11
5 lb. ABC 2nd flr rm 222 science lab	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	2021	4/12/2023		ABC	Cabinet	lab	4/12/2015	No fe here.	5 lb.
				Extinguishers								Recommend 5lb	
5 lb. CleanGuard 1st flr rm 122 teldat	taextinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023	0	CleanGuar	Other	1st flr rm 122 teldata		clean agent	5 lb.
	0					, ,							
												Hydro. Blocked	
	1											by desk. Must	
	1			Extinguishers						2nd flr computer rm		move desk from	
10 lb. ABC 2nd flr computer rm 226	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	0	4/12/2023		ABC	Cabinet	226	4/12/2011	front of cabinet	10 lb.
10 lb. ABC 2nd flr home economics r	nevtinguishor	Jonathan Reed Elementar	22 Griggs Stroot	Extinguishers 13	0	4/12/2023		ABC	Cabinet	2nd flr home economics rm 212	4/12/2012	Hydro	10 lb.
10 IB. ABC 2110 III HOME ECONOMICS I	CAUIIguisiidi	Jonathan Reeu Eleillefildi	JJ GIIEES JLIEEL	Extinguishers	0	4/12/2023			cabinet	2nd flr elevator control	4/12/2012	IIyulu	10 10.
10 lb. ABC 2nd flr elevator control clo	extinguisher	Jonathan Reed Elementar	33 Griggs Street	13	n	4/12/2023		ABC	ı	closet	4/12/2011	Hydro	10 lb.
		Letter Letter Liententur		Rotella	Ū	., 12, 2023				Custodian room inside	., 12, 2011		
10 lb. ABC Custodian room inside sto	rextinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	0	4/12/2023	2011	ABC	Other	storage		Hydro	10 lb.
				Rotella									
6 L. K Kitchen	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	0	4/12/2023		К	J	Kitchen	4/12/2019		6 L.
	1			Rotella									
10 lb. ABC Kitchen dry storage	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	0	4/12/2023		ABC	Other	Kitchen dry storage	4/12/2019		10 lb.

				Rotella						Boiler room b145 into			
10 lb. ABC Boiler room b145 into grou	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2012	4/12/2023		ABC	F	grounds storage b147	4/12/2000	Hydro	10 lb.
										Outside			
10 lb. ABC Outside storage/equipmen	extinguisher	Rotella Magnet School	380 Pierpont Road	Rotella Magnet 22	0	4/12/2023	2012	ABC	F	storage/equipment shed		Hydro	10 lb.
TO ID. ADC OUTSIDE STOTAGE/ EQUIPMEN	extiliguistiei	Notella Magnet School		Rotella	0	4/12/2023	2012	ABC		siled		nyaro	10 10.
10 lb. ABC Tv studio	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	0	4/12/2023		ABC	Other	Tv studio	4/12/2000	Hydro	10 lb.
				Rotella						C128 activity room			
10 lb. ABC C128 activity room storage	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	storage		Hydro	10 lb.
10 lb. ABC Server/data room c137	extinguisher	Rotella Magnet School	380 Pierpont Road	Rotella Magnet 22	2009	4/12/2023	2012	ABC	Other	Server/data room c137		Hydro	10 lb.
TO ID. ADC SERVER/data room C13/	extiliguistiei	Notella Magnet School		Wagnet 22	2005	4/12/2023	2012	ABC	other	Equipment		nyuro	10 10.
				Rotella						room/mechanical c146			
10 lb. ABC Equipment room/mechani	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	top of stairs		Hydro	10 lb.
				Rotella	2000		2042		C 1 · · · ·				40.11
10 lb. ABC D171 science center	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Cabinet	D171 science center		Hydro	10 lb.
				Rotella						D171 science center to			
10 lb. ABC D171 science center to d17	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	d171b storage room		Hydro	10 lb.
				Rotella	2000		2042		0.1	D164 data/mechanical			40.11
10 lb. ABC D164 data/mechanical roo	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22 Rotella	2009	4/12/2023	2012	ABC	Other	room up stairs		Hydro	10 lb.
10 lb. ABC D162 electrical	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	D162 electrical		Hydro	10 lb.
	Ŭ		•	Rotella									
10 lb. ABC D145 electrical	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	D145 electrical		Hydro	10 lb.
				Detalle						D12C			
10 lb. ABC D136 community room to	extinguisher	Rotella Magnet School	380 Pierpont Road	Rotella Magnet 22	2009	4/12/2023	2012	ABC	Other	D136 community room to d136a storage		Hydro	10 lb.
	extiliguistier	Notella Magnet School		Wagnet 22	2005	4/12/2023	2012	ABC	other	D136 community room		Tiyaro	10 10.
										to d136a storage to			
										d136b			
				Rotella						equipment/mechanical			
10 lb. ABC D136 community room to	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	room		Hydro	10 lb.
				Rotella						D108 fine art office to			
LO Ib. ABC D108 fine art office to d10	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	d108a fine art storage		Hydro	10 lb.
						,,				D101 art room to D102		,	
				Rotella						ceramics To D102a kiln			
10 lb. ABC D101 art room to D102 cer	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	F	room		Hydro	10 lb.
10 lb. ABC D101 art room to D101b a	outinguishor	Rotella Magnet School	380 Pierpont Road	Rotella Magnet 22	2009	4/12/2023	2012	ADC	-	D101 art room to D101b art storage		Hydro	10 lb.
	extiliguistiei	Rotella Magnet School		Rotella	2009	4/12/2023	2012	ABC	F	D1010 art room to d101c		nyuro	10 10.
10 lb. ABC D101 art room to d101c 2-	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	F	2-d art storage		Hydro	10 lb.
	Ĭ									Gym		-	
				Rotella						storage/mechanical			
10 lb. ABC Gym storage/mechanical a	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	F	a105		Hydro	10 lb.
										Gym storage/mechanical			
				Rotella						a105 to equipment			
10 lb. ABC Gym storage/mechanical a	extinguisher	Rotella Magnet School	380 Pierpont Road	Magnet 22	2009	4/12/2023	2012	ABC	Other	room a105a		Hydro	10 lb.
								[
5 lb. ABC Main office	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	0	4/12/2023		ABC	I	Main office	4/12/2020		5 lb.
												Due for 6yr	
												maintenance. Replace with 20lb	
10 lb. ABC Basement boiler room	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	0	4/12/2023		ABC	I	Basement boiler room	4/12/2015		10 lb.
					-								
LO lb. ABC 2nd floor by elevator	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	0	4/12/2023	2018	ABC	1	2nd floor by elevator			10 lb.

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10 lb. ABC 1st floor teacher lounge	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	0	4/12/2023		ABC	I	1st floor teacher lounge	4/12/2019		10 lb.
10 lb. ABC Custodian office	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	2019	4/12/2023		ABC	I	Custodian office	4/12/2013		10 lb.
10 lb. ABC Stage	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	0	4/12/2023		ABC	I	Stage	4/12/2021		10 lb.
5 lb. ABC Kitchen	extinguisher	Sprague Elementary	1443 Thomaston Avenue	Extinguisher 7	0	4/12/2023		ABC	I	Kitchen	4/12/2019		5 lb.
10 lb. ABC Kitchen b101	extinguisher	Washington Elementary	685 Baldwin Street	Washington 4	0	4/12/2023		ABC	I	Kitchen b101	4/12/2019		10 lb.
										Boiler rm by entrance			
5 lb. ABC Boiler rm by entrance to sta	extinguisher	Washington Elementary	685 Baldwin Street	Washington 4	2014	4/12/2023	2008	ABC	F	to stairwell 1 Basement maintainer		Hydro	5 lb.
5 lb. ABC Basement maintainer office	extinguisher	Washington Elementary	685 Baldwin Street	Washington 4	0	4/12/2023		ABC	F	office	4/12/2021		5 lb.
5 lb. CleanGuard 1st flr server room	extinguisher	Washington Elementary	685 Baldwin Street	Washington 4	0	4/12/2023	0	CleanGuar	Other	1st flr server room		Suggestion	5 lb.
6 L. K Kitchen	extinguisher	Enlightenment School	58 Griggs Street	Extinguisher 5	0	4/11/2023	2020	к	J	Kitchen			6 L.
										Elevator machine room.			
10 lb. ABC Elevator machine room. G	r extinguisher	Enlightenment School	58 Griggs Street	Extinguisher 5	2021	4/11/2023		ABC	1	Ground floor exit Boiler room under	4/11/2013		10 lb.
10 lb. ABC Boiler room under stage	extinguisher	Enlightenment School	58 Griggs Street	Extinguisher 5	0	4/11/2023		ABC	1	stage	4/11/2019		10 lb.
10 lb. ABC Spare boiler room	extinguisher	Enlightenment School	58 Griggs Street	Extinguisher 5	2020	4/11/2023	2013	ABC	Other	Spare boiler room			10 lb.
10 lb. ABC Spare boiler room	extinguisher	Enlightenment School	58 Griggs Street	Extinguisher 5	2020	4/11/2023		ABC	Other	Spare boiler room	4/11/2013		10 lb.
												Due for hydrotest.	
10 lb. ABC Elevator machine room	extinguisher	Regan Elementary School	2780 North Main Street	Extinguisher 5	2014	4/12/2023		ABC	1	Elevator machine room	4/12/2009	Replace	10 lb.
												Due for hydrotest.	
10 lb. ABC Book storage	extinguisher	Regan Elementary School	2780 North Main Street	Extinguisher 5	2014	4/12/2023		ABC	1	Book storage	4/12/2007	Replace	10 lb.
10 lb. ABC Kitchen office	extinguisher	Regan Elementary School	2780 North Main Street	Extinguisher 5	2014	4/12/2023		ABC	1	Kitchen office	4/12/2009	Due for hydrotest	10 lb.
10 lb. ABC Kitchen storage	extinguisher	Regan Elementary School	2780 North Main Street	Extinguisher 5	0	4/12/2023		ABC	I	Kitchen storage	4/12/2021		10 lb.
5 lb. ABC Boiler room	extinguisher	Regan Elementary School	2780 North Main Street	Extinguisher 5	0	4/12/2023		ABC	1	Boiler room	4/12/2020		5 lb.
20 lb. ABC Elevator machine room	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	1	Elevator machine room	4/11/2010	Due for hydrotest	: 20 lb.
												Due for	
10 lb. ABC Main office	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	Other	Main office	4/11/2010	hydrotest. Mount	10 lb.
												Due for hydrotest.	
				Entire with an O						Data wasan		Replace with	10.11
10 lb. ABC Data room	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	Other	Data room Basement fire pump	4/11/2010	clean agent	10 lb.
10 lb. ABC Basement fire pump room	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	F	room 2nd floor science	4/11/2010	Due for hydrotest	10 lb.
10 lb. ABC 2nd floor science rm2003	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023	2021	ABC	I	rm2003			10 lb.
												Due for hydrotest. Replace with	
10 lb ABC 1st floor data 1075	outinguishor	Cilmortin School	04 Carring Lake Boad	Eutinguisher 0		4/11/2022				1st floor data 1075	4/11/2010	clean agent.	10 lb
10 lb. ABC 1st floor data 1075	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	1	1st floor data 1075	4/11/2010	iviount	10 lb.
10 lb. ABC 1st floor storage 1097	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	I	1st floor storage 1097	4/11/2010	Due for hydrotest	10 lb.

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10 lb. ABC Custodian office	extinguisher	Gilmartin School	94 Spring Lake Road	Extinguisher 8	0	4/11/2023		ABC	I	Custodian office	4/11/2010	Due for hydrotest	10 lb.
10 lb. ABC Spare main office	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	Extinguisher 18	0	4/11/2023	2021	ABC	Other	Spare main office		Discharged.	10 lb.
10 lb. ABC Spare main office	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	Extinguisher 18	0	4/11/2023		ABC	Other	Spare main office	4/11/2007	Due for hydrotest	10 lb.
·				Extinguisher			2000				, , , ,		
10 lb. ABC Science rm220	extinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	18 Extinguisher	0	4/11/2023	2008	ABC	Other	Science rm220		Due for hydrotest	10 lb.
10 lb. ABC Science rm221	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	18	0	4/11/2023	2021	ABC	Cabinet	Science rm221			10 lb.
10 lb. ABC Science rm222	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	Extinguisher 18	2021	4/11/2023		ABC	Cabinet	Science rm222	4/11/2011	Due for hydrotest	10 lb.
10 lb. ABC Science rm223	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	Extinguisher 18	2021	4/11/2023		ABC	Cabinet	Science rm223	4/11/2014		10 lb.
10 lb. Abe Science III225	extiliguistiei	Waterbury Arts Magnet St	10 South Lini Street	Extinguisher	2021	4/11/2023		ADC	Cabinet	Science mizzo	4/11/2014	•	10 10.
6 L. K Kitchen	extinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	18 Extinguisher	0	4/11/2023		к	J	Kitchen	4/11/2020	•	6 L.
10 lb. ABC Kitchen by stair #1	extinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	18	2020	4/11/2023		ABC	I	Kitchen by stair #1	4/11/2014		10 lb.
10 lb. ABC 1st floor elevator machine	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	Extinguisher 18	2020	4/11/2023		ABC		1st floor elevator machine room	4/11/2004	Due for hydrotest	10 lb
10 lb. ABC 13t 1001 elevator machine	extinguisher	Waterbury Arts Magnet St	10 South Ein Street	Extinguisher	2020				1	machine room	4/11/2004	Due for 6yr	
10 lb. ABC 1st floor boiler room	extinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	18 Extinguisher	0	4/11/2023		ABC	I	1st floor boiler room	4/11/2014	maintenance	10 lb.
10 lb. ABC 1st floor boiler room	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	Extinguisher 18	0	4/11/2023		ABC	I	1st floor boiler room	4/11/2007	Due for hydrotest	10 lb.
10 lb. ABC Science rm 415	extinguisher	Waterbury Arts Magnet So	16 South Elm Stroot	Extinguisher 18	0	4/11/2023	2021	ARC	Cabinet	Science rm 415			10 lb.
10 lb. ABC Science III 415	extiliguistiei	Waterbury Arts Magnet Sc	10 South Ein Street	Extinguisher	0	4/11/2023	2021	ABC	Cabinet	Science III 415		•	10 10.
10 lb. ABC Science rm411	extinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	18 Extinguisher	0	4/11/2023		ABC	Cabinet	Science rm411	4/11/2011	Due for hydrotest	10 lb.
10 lb. ABC Science rm408	extinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	18	2021	4/11/2023		ABC	I	Science rm408	4/11/2013	Mount on wall	10 lb.
5 lb. ABC 2nd floor spray booth		Matanhama Anta Maranat Ca	46 Courth Flux Charact	Extinguisher 18	0	4/11/2023		ABC		2nd floor spray booth	4/14/2012	Due for 6yr maintenance	5 lb.
5 ID. ABC 210 HOOF Spray booth	extinguisher	Waterbury Arts Magnet So	16 South Ein Street	Extinguisher	0	4/11/2025		ADC			4/11/2012	maintenance	5 IU.
5 lb. ABC Stage shop	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	18	0	4/11/2023	1995	ABC	F	Stage shop		Due for hydrotest	5 lb.
10 lb. ABC 1st floor PA elevator mach	iextinguisher	Waterbury Arts Magnet Sc	16 South Elm Street	Extinguisher 18	2011	4/11/2023		ABC	1	1st floor PA elevator machine room	4/11/2005	Due for hydrotest	10 lb.
				Extinguisher								Recommend installing 5lb CO2. Has only one way in or out and a limited number of people can go at	
5 lb. CO2 1st floor dark room	extinguisher	Waterbury Arts Magnet So	16 South Elm Street	18	0	4/11/2023	<u> </u>	CO2	1	1st floor dark room	4/11/2023	one time	5 lb.
6 L. K Kitchen	extinguisher	Woodrow Wilson School	235 Birch Street	Extinguisher 2	0	4/12/2023	2020	к	J	Kitchen			6 L.
												Extinguisher missing. Install 20lb ABC with	
20 lb. ABC Boiler room	extinguisher	Woodrow Wilson School	235 Birch Street	Extinguisher 2	0	4/12/2023		ABC	1	Boiler room	4/12/2023	bracket.	20 lb.
10 lb. ABC Hallway by main office	extinguisher	International School	116 Beecher Avenue	Extinguisher 6	0	4/12/2023		ABC	Cabinet	Hallway by main office	4/12/2021		10 lb.
10 lb. ABC Hallway by girls room	extinguisher	International School	116 Beecher Avenue	Extinguisher 6	0	4/12/2023		ABC	Cabinet	Hallway by girls room	4/12/2019		10 lb.
10 lb. ABC 2nd floor hallway nurses o	fextinguisher	International School	116 Beecher Avenue	Extinguisher 6	0	4/12/2023		ABC	I	2nd floor hallway nurses office	4/12/2021		10 lb.
										2nd floor hallway by	, , ,==	Extinguisher	
10 lb. ABC 2nd floor hallway by facult	extinguisher	International School	116 Beecher Avenue	Extinguisher 6	0	4/12/2023		ABC	Cabinet	faculty lounge	4/12/2023	missing. Replace	10 lb.

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10 lb. ABC Basement boiler room	extinguisher	International School	116 Beecher Avenue	Extinguisher 6	2019	4/12/2023		ABC		Basement boiler room	4/12/2013 .		10 lb.
	extinguistici			Excinguisticit o	2015	1/ 12/ 2020				Basement electrical	1/ 12/ 2010		10 101
10 lb. ABC Basement electrical room	extinguisher	International School	116 Beecher Avenue	Extinguisher 6	0	4/12/2023	2019	ABC	Other	room			10 lb.
				Fire		.,,							
				extinguisher						Ground floor main			
6 L. K Ground floor main kitchen	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023	2019	к	J	kitchen	P		6 L.
	Ŭ	· · ·		Fire									1
				extinguisher						Ground floor, main			
6 L. K Ground floor, main kitchen by	s extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023	2019	к	J	kitchen by scullery	P		6 L.
				Fire									
				extinguisher						Ground floor kitchen			
10 lb. ABC Ground floor kitchen hall	extinguisher	Waterbury Career Academ	175 Birch Street	15	2019	4/10/2023		ABC	I	hall	4/10/2013 N	1	10 lb.
				Fire									
				extinguisher						G11 equipment storage			
10 lb. ABC G11 equipment storage an	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023		ABC	I	and charging room	4/10/2013 N	Λ	10 lb.
				Fire									
				extinguisher						G13 outdoor			
10 lb. ABC G13 outdoor equipment re	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023		ABC	I	equipment room	4/10/2013 P		10 lb.
				Fire									
				extinguisher									
10 lb. ABC G14 recycling room	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023		ABC	I	G14 recycling room	4/10/2013 P		10 lb.
				Fire									
				extinguisher									
10 lb. ABC 243 physics room	extinguisher	Waterbury Career Academ	175 Birch Street	15	2021	4/10/2023	2011	ABC	1	243 physics room	Р		10 lb.
				Fire									
10 lb ADC 24C shusies as an	and a suitable suitab	Weterkury Course Aredou	175 Direk Church	extinguisher 15	0	4/10/2023	2021	4.0.0		24C abusing an ent			10 lb.
10 lb. ABC 246 physics room	extinguisher	Waterbury Career Academ	175 Birch Street	Fire	0	4/10/2023	2021	ABC	1	246 physics room	٢		10 lb.
				extinguisher									
10 lb. ABC 346 biology	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023	2021	ARC		346 biology	D		10 lb.
10 lb. ABC 540 biology	extiliguistiel	Waterbury career Academ	175 birth Street	Fire	0	4/10/2023	2021	ADC	1	540 biology	r		10 10.
				extinguisher									
10 lb. ABC 343 biology lab	extinguisher	Waterbury Career Academ	175 Birch Street	15	2021	4/10/2023	2013	ABC	1	343 biology lab	р		10 lb.
	extinguistici	Waterbary career readen	275 Birdir Birdir	Fire	2021	1/ 10/ 2020	2010			s is sidility ins			10 101
				extinguisher									
10 lb. ABC 443 chemistry lab	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023	2021	ABC	I	443 chemistry lab	P		10 lb.
	Ŭ	· · ·		Fire						í í			1
				extinguisher						444 chemistry prep			
10 lb. ABC 444 chemistry prep room	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023		ABC	I	room	4/10/2013 P		10 lb.
				Fire									
				extinguisher									
10 lb. ABC 446 chemistry lab	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023	2021	ABC	I	446 chemistry lab	Р		10 lb.
				Fire									
				extinguisher						Elevator room in			
20 lb. ABC Elevator room in biology la	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023		ABC	1	biology lab 346	4/10/2012 P		20 lb.
				Fire									
				extinguisher						1st floor 116			
10 lb. ABC 1st floor 116 manufacturin	extinguisher	Waterbury Career Academ	175 Birch Street	15	0	4/10/2023		ABC	1	manufacturing	4/10/2013 N		10 lb.
												oue for	
		A dula E d	11 Dark as Ch	Extinguishes 0	201-	4/44/2022		4.0.0	0.1	Main office		ydrotest.	10.11
10 lb. ABC Main office	extinguisher	Adult Ed	11 Draher Street	Extinguisher 3	2015	4/11/2023		ABC	Other	Main office		eplace.mount	10 lb.
												vdrotest.	
6 L. K Basement kitchen	extinguisher	Adult Ed	11 Draher Street	Extinguisher 3		4/11/2023	2015	ĸ	.	Basement kitchen		eplace	6 L.
	extinguisher	Auurt Eu	TT DIGIIEL SUIGEL	Extinguished 5	0	4/11/2023	2015	N	1	Daschlent Nitchen		ue for	U L.
												ydrotest.	
10 lb. ABC Boiler room	extinguisher	Adult Ed	11 Draher Street	Extinguisher 3	0	4/11/2023		АВС		Boiler room	4/11/2007 R		10 lb.
10 lb. ABC Health center	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	, ,		ABC	-li	Health center	4/11/2007 R 4/10/2020 P		10 lb.
10 lb. ABC A273 scientific room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023	2021		Other	A273 scientific room	., 10, 2020 P		10 lb.
10 lb. ABC 1103 electrical room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0		2021	ABC		r 1103 electrical room	4/10/2014 P		10 lb.
	Leven Paraller				0	./ 10/ 2023			· c.neic/ J		., 10/2014		

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10 lb. ABC 1104 mechanical room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023		ABC	Vehicle/St	r 1104 mechanical room	4/10/2014	Р	10 lb.
10 lb. ABC 3312 scientific room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023	2015	ABC	Cabinet	3312 scientific room		Р	10 lb.
10 lb. ABC 3305 science room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023	20215		Cabinet	3305 science room		Р	10 lb.
										a329 scientists room by			
10 lb. ABC a329 scientists room by far	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023	2011	ABC	Vehicle/St			Р	10 lb.
10 lb. ABC A329 near entrance	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023	2012	ABC		A329 near entrance		Р	10 lb.
										A332 science room			
10 lb. ABC A332 science room near en	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023	2013	ABC	Vehicle/St	near entrance		Р	10 lb.
										A332 science room			
10 lb. ABC A332 science room near de	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023	2011	ABC	Vehicle/St	near desk		Р	10 lb.
10 lb. ABC A336 science room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023	2020	ABC	Cabinet	A336 science room		Р	10 lb.
5 lb. ABC Custodial office spare	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2014	4/10/2023		ABC	Other	Custodial office spare	4/10/2007	Р	5 lb.
· · ·													
10 lb. ABC Custodian office spare	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023		ABC	Other	Custodian office spare	4/10/2007	Р	10 lb.
10 lb. ABC Custodial office spare	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023		ABC	Other	Custodial office spare	4/10/2014	Р	10 lb.
· · · · ·										A157 class room near			
10 lb. ABC A157 class room near exit	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2009	4/10/2023		ABC	1	exit	4/10/2003	Р	10 lb.
10 lb. ABC A107 elevator room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023		ABC	Other	A107 elevator room	4/10/2014	Р	10 lb.
10 lb. ABC A115 scientific room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023		ABC	1	A115 scientific room	4/10/2015	Р	10 lb.
10 lb. ABC A122 science room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	0	4/10/2023	2021	ABC	1	A122 science room		Р	10 lb.
10 lb. ABC A118 science room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2021	4/10/2023		ABC	1	A118 science room	4/10/2009	Р	10 lb.
5 lb. ABC A120 science room	extinguisher	Wallace Middle School	3465 E. Main Street	Wallace 20	2014	4/10/2023		ABC	Other	A120 science room	4/10/2007	Р	5 lb.
				Crosby high									
10 lb. ABC D108 elevator room	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2021	ABC	I	D108 elevator room		Р	10 lb.
				Crosby high									
5 lb. ABC Science D109	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2007	ABC	F	Science D109		Р	5 lb.
				Crosby high									
10 lb. ABC D104 mechanical room	extinguisher	Crosby High School	300 Pierpont Road	school 19	2014	4/10/2023		ABC	1	D104 mechanical room	4/10/2007	Р	10 lb.
				Crosby high									
6 L. K Kitchen	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2014	к	J	Kitchen		Р	6 L.
				Crosby high									
5 lb. ABC E107 home ec	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023		ABC	1	E107 home ec	4/10/2021	Р	5 lb.
				Crosby high									
5 lb. ABC E102 home ec	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023		ABC	Other	E102 home ec	4/10/2021	Р	5 lb.
				Crosby high									
5 lb. ABC E101 JROTC room	extinguisher	Crosby High School	300 Pierpont Road	school 19	2014	4/10/2023		ABC	F	E101 JROTC room	4/10/2007	Р	5 lb.
				Crosby high									
10 lb. ABC E127E science room	extinguisher	Crosby High School	300 Pierpont Road	school 19	2021	4/10/2023		ABC	I	E127E science room	4/10/2013	Р	10 lb.
				Crosby high									
10 lb. ABC 129E science room	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2021	ABC	Cabinet	129E science room		Р	10 lb.
				Crosby high									
10 lb. ABC 153E carpentry	extinguisher	Crosby High School	300 Pierpont Road	school 19	2016	4/10/2023		ABC	I	153E carpentry	4/10/2007	Needs test	10 lb.
				Crosby high						E152 technology			
10 lb. ABC E152 technology education	extinguisher	Crosby High School	300 Pierpont Road	school 19	2012	4/10/2023		ABC	F	education	4/10/2006	Р	10 lb.
				Crosby high									
10 lb. ABC 132E automotive	extinguisher	Crosby High School	300 Pierpont Road	school 19	2004	4/10/2023	1987	ABC	I	132E automotive		Pre 84	10 lb.
				Crosby high									
10 lb. ABC E120 science room	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2021	ABC	I	E120 science room		Р	10 lb.
				Crosby high									
10 lb. ABC E119 science room	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2021	ABC	I	E119 science room		Р	10 lb.
				Crosby high				1					
10 lb. ABC E126 science room	extinguisher	Crosby High School	300 Pierpont Road	school 19	0	4/10/2023	2021	ABC	I	E126 science room		Р	10 lb.
				Crosby high	7								
10 lb ADC 5125	extinguisher	Crosby High School	300 Pierpont Road	school 19	2021	4/10/2023		ABC	I	E125 science room	4/10/2015	Р	10 lb.
10 lb. ABC E125 science room	Ŭ.												
10 lb. ABC E125 science room	Ť			Crosby high									
6 L. K Main kitchen	extinguisher	Crosby High School	300 Pierpont Road	Crosby high school 19	0	4/10/2023	2019	к	J	Main kitchen		Р	6 L.
		Crosby High School	300 Pierpont Road		0 2019	4/10/2023	2019	K ABC	J	Main kitchen Main kitchen	4/10/2013	Р	6 L. 5 lb.

10 lb. ABC Main kitchen	extinguisher	Crosby High School	300 Pierpont Road	Crosby high school 19	0	4/10/2023	2018	ABC	Cabinet	Main kitchen		Ρ	10 lb.
				Lawn									
				maintenance									
5 lb. ABC Near overhead door	extinguisher	Crosby High School	300 Pierpont Road	garage 1	0	4/10/2023		ABC	I	Near overhead door	4/10/2009	Р	5 lb.

REQUEST FOR PROPOSAL #7689 BY THE CITY OF WATERBURY Department of Education FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

The City of Waterbury, Department of *Education* (hereinafter "City"), is seeking to enter into a 3-year contract for FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE.

A. Background and Intent

To perform Automatic Sprinkler, Fire Alarm, Fire Extinguisher & Carbon Monoxide Systems Inspection, Testing, and Maintenance

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 outlined in the Scope of Services in this RFP
- 2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
- 3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

See Attachment E.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be three years.

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 on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

- 2. There will be a <u>mandatory</u> Information Session with respect to this RFP on June 12, 2023 at 8:30am, starting at Carrington Elementary School. Full list with addresses of schools to be visited in order is below. THOSE NOT ATTENDING ON-TIME AND SIGNING IN AT EACH LOCATION OF THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.
 - 1. Carrington Elementary School 24 Kenmore Ave.
 - 2. Kennedy High School 422 Highland Ave.
 - 3. Tinker Elementary School 809 Highland Ave.
 - 4. Wendell Cross Elementary School 1255 Hamilton Ave.
 - 5. International Dual Language School 116 Beecher Ave.
 - 6. Rotella Inter-district Magnet School 380 Pierpont Rd.
- **3.** Proposers must complete and 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 June 15, 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 June 20, 2023, 2:00 PM. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The School Inspector's Office.

H. Conditions

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

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

- 2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- 3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- 4. The proposer agrees that the proposal will remain valid for a period of *(120)* days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- 5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- 6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- 7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- 8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- 9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- 10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and

expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

- 11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- 12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- 13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- 14. The proposer must accept the City's standard agreement language. <u>See Attachment B.</u>
- 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 original (clearly identified as such) and **(3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on June 28, 2023**. **Proposals received after that time shall** <u>not</u> be considered.

Mr. Kevin McCaffery Director of Purchasing City of Waterbury 235 Grand Street Room 103 Waterbury, CT 06702 **Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

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

2. Experience, Expertise and Capabilities

- a. <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 that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - 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. <u>Statement of Qualifications and Work Plan</u>
 - 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. <u>Cost Schedule</u>. Proposals shall include a single price for work to be performed per year, as per Attachment F, in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.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 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. <u>Exceptions and Alternatives</u>. 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 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 I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. <u>Selection Process</u>

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 NOT APPLICABLE

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

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

For municipal public works contracts, the contractor must file a written or electronic nondiscrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

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 NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

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.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

• SAMPLE CONTRACT

One (1) Attachment C Document

ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

• INSURANCE REQUIREMENTS

One (1) Attachment E Document

• SCOPE OF SERVICES

One (1) Attachment F Document

• PROPOSAL FORM

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those polices expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall 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, if applicable) 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 Education, if applicable).

<u>General Liability:</u>	\$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
	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:	\$1,000,000 each Occurrence
	\$1,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City 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.

REQUEST FOR PROPOSAL #7689 BY

THE CITY OF WATERBURY

Department of Education

FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

ATTACHMENT E. SCOPE OF SERVICES

Fire Protection and Suppression Systems Inspection, Testing, and Maintenance Policies and Procedures

It will be the policy of the Licensed Organization and/or Licensed Facility that all fire protection systems and equipment shall be inspected, tested and maintained according to all required codes and regulations that have been adopted by State and Local Authorities Having Jurisdiction (AHJ). Whenever systems are being inspected, tested and maintained, the proper precautions, safeguards and notifications shall be followed. Notifying occupants, administrative staff, Central Stations, Fire Marshals, Fire Departments and Maintenance Personnel shall be required. If any fire protection system becomes inoperative, the required notifications shall be made. On-call Personnel shall be notified so that service contractor(s) can be contacted to make repairs to the impacted system(s).

FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE GUIDELINES

Automatic Sprinkler Systems Inspection, Testing, and Maintenance Policies and Procedures must adhere to NFPA 25

Required inspection/testing frequency scope (per NFPA 25):

- Weekly: control valves sealed, gauges in dry, pre-action, and deluge systems
- Monthly: gauges in wet pipe systems
- **Quarterly:** water flow alarm devices; supervisory signal devices; valve supervisory alarm devices; control valves; hydraulic nameplates; signage; hand-wheels; fire department connections
- **Annually:** seismic bracing; sprinkler heads; pipes and fittings; spare sprinklers; control valves; main drain; partial trip test and internal inspection for dry valves. Testing of waterflow alarms, control valves and main drain. Annual performance test of fire pumps and annual hydrant flow.
- Three years: flow trip test (dry valve systems)
- **Five years**: internal inspection of alarm valves and piping. Gauges need to be tested/replaced as necessary. Testing of fire department connection and pressure reducing valves and hydrants and hose connections.
- **Ten years:** dry sprinklers; fast response sprinklers more than two decades old; standard response sprinklers more than five decades' old

A *qualified contractor or owner's representative shall inspect the facility's sprinkler system.
 *Qualified. Having adequate knowledge of the installation, construction, or operation of apparatus and the hazards involved. (ref: NFPA 25)

2. A complete walk-thru of the sprinkler system by the contractor & owner rep. shall also be conducted at this time. Any obstructions of sprinkler heads and damage to the system shall be identified at this time and documented on the report.

3. The required sprinkler report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a subsequent service vist shall be scheduled to address and correct those items to meet code compliance. Any deficiency impairing fire suppression systems will be communicated immediately with SIO and administration office of the impacted school

4. If the facility is equipped with a fire pump, an annual inspection shall be conducted. The required flow chart paperwork shall be completed and left at the facility plus provided to School inspector office and risk management.

5. A labeled container with spare sprinkler heads and a wrench shall be mounted on the wall in close proximity to the main sprinkler valve and within reasonable reach of a qualified first responder.

6. Dry pipe systems shall have pitch & obstruction testing every five (5) years.

Fire Alarm System Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A qualified* service contractor or owner's representative shall inspect the facility's fire alarm system. *Qualified. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals who are:

- (a) Factory trained and certified.
- (b) National Institute for Certification in Engineering Technologies fire alarm certified.
- (c) International Municipal Signal Association fire alarm certified.
- (d) Certified by a state or local authority.

(e) Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems. NFPA 72

Fire alarm systems must meet all requirements of Chapter 14 of the National Fire Protection Association's Code <u>NFPA 72</u>

2.. A complete walk-thru of the fire alarm system by the service contractor & owner rep. shall also be conducted at this time. Any obstructions of horn/strobes and/or damaged devices of the system shall be identified at this time and documented on the report.

3. The required fire alarm report shall be completed, and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct the deficiencies. Note: If the facility has an addressable fire alarm panel, it is required that an annual print-out of fire alarm panel activity be provided for review by either State and/or Local Authorities Having Jurisdiction (AHJ).

Fire Extinguisher Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A person who has undergone the training necessary to reliably perform maintenance and has the manufacturer's service manual shall service the fire extinguishers.

All fire extinguishers shall be inspected and tested according to NFPA 10

2. When inspecting the extinguishers, the following items shall be checked:

- a) Location in designated space
- b) No obstruction to access of visibility
- c) Operating instructions on nameplate legible and facing outward
- d) Safety seals and tamper indicators not broken and missing;
- e) Fullness determined by weighing or "hefting"
- f) Examination for obvious physical damage, corrosion, leakage, or clogged nozzle

g) Pressure gauge reading or indicator in the operable range or position

3. Upon completing the inspection, if provided, the date and initials of the person performing the inspection shall be written on the tag provided by the service contractor, who performs the annual inspection.

4. Also, if there are deficiencies with any of the extinguishers, according to the items being checked, immediate corrective action shall be taken.

5. Maintenance of fire extinguishers shall be performed on an annual basis by a Fire Extinguisher Service Agency or Trained Industrial Safety or Maintenance Personnel.

Carbon Monoxide Detection Systems Inspection, Testing, and Maintenance Policies and Procedures

All Carbon Monoxide Detectors shall be installed and tested in accordance with NFPA 72

All Carbon Monoxide detectors have lifecycle specifications. The detector will have a date of manufacture on the back of the detector. The detector shall be replaced in accordance with the manufacturer's instructions.

The required carbon monoxide detector performance report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct those items.

Barnard adult Ed	Wet-basement
Bucks hill	none
Bunker hill	Wet Basement/ stairwells
Carrington	Wet/dry/ fire pump

List of schools and types of sprinkler coverage

Chase elem	Wet-Basement/stairwells
Driggs elem	Wet-basement
Duggan	Wet/dry- entire school
Generali	Wet-basement
Gilmartin	Wet/fire pump- entire school
Hopeville	Wet-basement
International	none
Kingsbury	Wet-basement
Maloney	Wet- entire school
Reed	Wet- entire school
Regan	none
Rotella	Wet/dry- entire school
Sprague	none
Tinker	Wet- basement
Walsh	Wet- basement
Washington	Wet- basement
Wendall Cross	Wet- entire school
Wilson	Wet-basement
North end middle	Wet entire school -
Wallace	New edition wet/dry
WAMS	Wet- entire school
West side	Wet- entire school
Crosby	New edition wet/dry
Kennedy	New addition - wet
WCA	Wet/fire pump

Wilby	Wet- entire school
Enlightment	none
State street	Wet- entire school

List of fire panels and devices

	1
	Edwards addressable system
	Manual Fire Alarm Boxes – 21
	Heat Detectors – 4
	Waterflow Switches – 1
	Strobes – 43
Barnard / Adult Ed	Speakers - 29
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 39
	Photo Detectors – 55
	Heat Detectors – 13
Buckshill / Buckshill Pre-K	Waterflow Switches - 1
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 16
	Heat Detectors – 8
	Waterflow Switches – 1
	Horns - 19
Bunker hill	Strobes - 19
	Notifier addressable system
	Ion detectors - 32
	Duct detectors - 13
	Heat detectors - 10
	Water flow switches 8
Carrington	Smoke Duct Detectors - 6
	Strobes – 259
	Pulls – 149
Career Academy	Smoke Detectors - 20
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 27
	Photo Detectors – 56
	Heat Detectors – 2
	Waterflow Switches – 1
	Horns – 78
Chase	Strobes - 78
	Notifier addressable system
	Photo Detectors – 101 B
	Waterflow Switches – 1
	Strobes – 170 B
	Speakers – 170 B
Crosby / Wallace	Smoke Duct Detectors - 24
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 19
	Photo Detectors – 67
	Duct Detectors – 2
	Heat Detectors – 10
Driggs	Waterflow Switches – 1

	Horns – 34
	Strobes - 34
	Edwards addressable system
	Manual Fire Alarm Boxes – 19 Photo Detectors – 49
	Photo Detectors – 49 Waterflow Switches – 4
	Horns – 169
	Strobes – 169
Duggan	Smoke Duct Detectors - 7
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Manual Fire Alarm Boxes – 6
	Photo Detectors – 13
	Heat Detectors – 2
Fallabtanmant	Horns – 6
Enlightenment	Strobes - 6
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 38
	Photo Detectors – 43
	Heat Detectors – 18
	Waterflow Switches – 2
	Supervisory Switches – 2 Horns – 58
Generali	Horns – 58 Strobes - 72
	Notifier addressable system
	Manual Fire Alarm Boxes – 28 B
	Photo Detectors – 39 B
	Strobes – 193
	Speakers -114
	Duct Detectors – 23 B
	Heat Detectors – 13 B
Cilmortin	Waterflow Switches – 4
Gilmartin	Smoke Duct Detectors - 5
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 8
	Heat Detectors – 3
Hopeville	Horns – 30 Strobes - 30
	Silentnight nonaddressable system
	Manual Fire Alarm Boxes – 12
	Photo Detectors – 18
	Horns – 14
International	Strobes - 14
	Notifier addressable system
	Manual Fire Alarm Boxes – 52 B
	Photo Detectors – 81 B
	Heat Detectors – 36 B
	Waterflow Switches – 1
	Horns – 153
Kennedy	Strobes - 238
Конносту	Smoke Duct Detectors - 14 Notifier addressable papel penaddressable appliances
	Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 12
	Manual Fire Alarm Boxes – 12 Photo Detectors – 24
	Waterflow Switches – 7
Kingsbury	Supervisory Switches - 3
<b>— — —</b>	Notifier addressable panel nonaddressable appliances
Maloney	Manual Fire Alarm Boxes – 34 B

	Ion Detetcors – 1
	Photo Detectors – 32 B
	Duct Detectors – 19 B
	Heat Detectors – 6 B
	Supervisory Switches – 5 B
	Horns – 59 B
	Strobes – 70 B
	Speakers – 7 B
	Smoke Duct Detectors - 6
	Silentnight nonaddressable system
	Manual Fire Alarm Boxes - 6
	Photo Detectors - 13
	Heat Detectors – 2
Enlightenment	Horns - 6
	Strobes - 6
	Edwards addressable system
	Manual Fire Alarm Boxes – 21
	Photo Detectors – 71
	Duct Detectors – 20
	Heat Detectors – 3
	Strobes 193
Reed	Speakers – 95
	Smoke Duct Detectors - 9
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 15
	Photo Detectors – 19
	Heat Detectors – 13
Pagan	Horns – 14
Regan	Strobes - 23
	Notifier addressable system
	Manual Fire Alarm Boxes – 30
	Photo Detectors – 24
	Duct Detectors – 4
	Waterflow Switches – 2
Rotella	Supervisory Switches – 7
Ιλυισιια	Smoke Duct Detectors - 11
	Manual Fire Alarm Boxes – 30
	Photo Detectors – 1
Saint loa's	Photo Detectors – 1 Heat Detectors – 5
Saint Joe's	Heat Detectors – 5
Saint Joe's	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances
Saint Joe's	Heat Detectors – 5 Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 26
Saint Joe's	Heat Detectors – 5 Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 26 Photo Detectors – 31
Saint Joe's	Heat Detectors – 5 Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18
	Heat Detectors – 5 Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39
Saint Joe's Sprague	Heat Detectors – 5 Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39 Strobes - 43
	Heat Detectors – 5 Notifier addressable panel nonaddressable appliances Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39 Strobes - 43 Notifier addressable system
	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17
	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35
	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2
	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2         Strobes - 85
Sprague	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2         Strobes - 85         Speakers – 85
	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2         Strobes - 85         Speakers – 85         Smoke Duct Detectors - 4
Sprague	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2         Strobes - 85         Speakers – 85         Smoke Duct Detectors - 4         Notifier addressable panel nonaddressable appliances
Sprague State St	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2         Strobes - 85         Speakers – 85         Smoke Duct Detectors - 4         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 13
Sprague	Heat Detectors – 5         Notifier addressable panel nonaddressable appliances         Manual Fire Alarm Boxes – 26         Photo Detectors – 31         Heat Detectors – 18         Horns – 39         Strobes - 43         Notifier addressable system         Manual Fire Alarm Boxes – 17         Photo Detectors – 35         Heat Detectors – 2         Strobes - 85         Speakers – 85         Smoke Duct Detectors - 4         Notifier addressable panel nonaddressable appliances

	Horns – 29
	Strobes - 29
	Edwards addressable system
	Manual Fire Alarm Boxes – 17
	Photo Detectors – 19
	Heat Detectors – 3
	Waterflow Switches – 2
M/alab	Horns – 60
Walsh	Strobes - 60
	Simplex addressable system
	Manual Fire Alarm Boxes – 80
	Photo Detectors – 141
	Waterflow Switches – 5
	Horns – 371
WAMS	Strobes – 371
	Smoke Duct Detectors - 8
	Notifier addressable panel nonaddressable appliances
	Manual Fire Alarm Boxes – 12
Washington	Heat Detectors – 8
vasimigion	Waterflow Switches – 2
	Edwards addressable system
	Manual Fire Alarm Boxes – 55 Desta Detectore 140
	Photo Detectors – 149
	Waterflow Switches – 1
	Horns – 121 Stehen – 121
West Side	Strobes – 121 Smalke Duet Detectors – 14
	Smoke Duct Detectors - 14
	Notifier addressable system Manual Fire Alarm – Boxes – 88
	Photo Detectors – 40 B
	Duct Detectors – 60 B
	Waterflow Switches – 6
	Strobes – 216 B
	Speakers – 216 B
Wilby / North End	Smoke Duct Detectors - 31
	Edwards addressable system
	Manual Fire Alarm Boxes – 28
	Photo Detectors – 12
	Heat Detectors – 5
	Waterflow Switches – 25
	Chimes – 53
Wilson School	Strobes – 53
	Notifier addressable system
	Manual Fire Alarm Boxes – 1
	Strobes – 130
· · · · · ·	Smoke Detectors – 65
Wendell Cross	Smoke Duct Detectors - 5
	Notifier addressable system
	Manual Fire Alarm Boxes – 20
	Photo Detectors – 81
	Horns – 259
	Strobes – 259
WCA	Smoke Duct Detectors - 7

#### THE CITY OF WATERBURY **RFP 7689** FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

#### **PROPOSAL FORM**

#### ATTACHMENT F

ITEM #	YEAR	DESCRIPTION	TOTAL COST
1.0	1	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	\$U3, U02.**
2.0	2	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	s le 3,009."
3.0	3	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	\$ (03,002.**'
		GRAND TOTAL	s 190, 806. °°
		32195 Dis A Pa	IG.

Social Security Number or Federal Identification Number Signature of Individual or Corporate Name

**Corporate Officer** (if applicable)

(Company Name) <u>IUAN Berlin Turnpike</u> (Business Address) (Busin

Date: <u>7/24/2023</u> Email: <u>Rboulanger@facility</u>-Compliance.com * <u>Revised</u>

END OF ATTACHMENT F

# **BOARD OF EDUCATION**

## Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #14.3

August 17, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Northeast Scoreboards, LLC for indoor multi-sport scoreboards with shot clocks, subject to any non-substantive changes by Corporation Counsel.

# CONN.

## WATERBURY PUBLIC SCHOOLS

## **DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION**

Joseph R. Gorman - Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

Date: August 8, 2023

- TO: Board of Education Commissioners Board of Aldermen Mayor Neil M. O'Leary
- RE: Executive Summary of Amendment #1 to CRT23-232 between the City of Waterbury and Northeast Scoreboards LLC for the purchase and installation of multi-sport scoreboards and shot clocks at Crosby, Kennedy and Wilby High Schools

I respectfully request your approval of Amendment #1 to the Professional Services Agreement CRT23-232 for the purchase and installation of multi-sport scoreboards and shot clocks at Crosby, Kennedy and Wilby High Schools in the amount of \$84,081.00. Amendment #1 extends the contract expiration date from August 31, 2023 to November 22, 2023 at zero (\$0) additional cost to the district. The extension is required to account for product delivery delays need to complete all installations prior to this year's high school basketball season.

Note: The Connecticut Interscholastic Athletic Conference (CIAC) has mandated that all member high schools in the State of CT must comply with the new regulation in SY 2023-2024 to have gymnasiums equipped with shot clocks for all High School basketball games. New scoreboards are required in order to fully synchronize shot clock timers with game clocks.

Note: The scoreboards at the Career Academy High School are much newer and require far less to meet compliance requirements. That project is being addressed separately from CRT23-232.

Thank you,

h R. Harma Toe

## AMENDMENT #1 To Professional Services Agreement RFP No. 7666 for Indoor Multi-Sport Scoreboards with Shot Clocks between The City of Waterbury, Connecticut and Northeast Scoreboards, LLC

THIS AMENDMENT ("Amendment #1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and NORTHEAST SCOREBOARDS, LLC (the "Consultant"), located at 114 East Haddam Colchester Turnpike, Moodus, Connecticut 06469, a State of Connecticut duly registered limited liability company. (Jointly referred to as the "Parties" to this Amendment #1).

WHEREAS, Consultant submitted a proposal to the City responding to RFP No. 7666 for Indoor Multi-Sport Scoreboards with Shot Clocks, and the City selected the Consultant to perform the services; and

WHEREAS, the City and Northeast Scoreboards, LLC entered into an Agreement effective July 28, 2023 (the "Agreement" or "Contract"), for Indoor Multi-Sport Scoreboards with Shot Clocks; and

**WHEREAS,** in accordance with Section 21 of the Agreement, the Parties agree to amend the Agreement to extend the term to accommodate supply chain delays; and

**NOW THEREFORE**, it is mutually agreed to amend the Agreement as follows:

# 1. Section 5. ("Contract Time") of the above referenced Agreement shall be amended to modify the term of the Agreement from August 31, 2023 to November 22, 2023. Therefore, Section 5. shall be deleted in its entirety and replaced with the following:

**5.** Contract Time. The Contract shall commence upon execution by the Mayor, and Consultant shall complete all work and services required under this Contract by November 22, 2023 ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

## 2. All other terms and conditions of said Agreement shall remain in full force and effect and binding upon the Parties.

**IN WITNESS WHEREOF**, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

#### **CITY OF WATERBURY**

Sign & Print name	

By:

Neil M. O'Leary Mayor, City of Waterbury

Date:

Sign & Print name

WITNESSES:

#### NORTHEAST SCOREBOARDS, LLC

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# **BOARD OF EDUCATION**

## Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #14.4

August 17, 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 Colonna Masonry Concrete and Asphalt Paving, LLC for 2023 Sidewalk Program, subject to any non-substantive changes by Corporation Counsel.



Nicholas J. Albini

Chief Operating Officer (203) 346-2340, x2 nalbini@waterbury.k12.ct.us

## MEMORANDUM

**DATE:** August 14, 2023

TO:	Honorable Board of Education Commissioners
FROM:	Nicholas J. Albini, Chief Operating Officer

**RE:** Construction Contract (RFP#7557) for the 2023 Sidewalk Program with Colonna Masonry, Concrete and Asphalt Paving, Incorporated

The Education Department respectfully requests your review and approval of a construction contract with Colonna Masonry, Concrete and Asphalt Paving, LLC (Colonna). The contract is for the Engineering Department's 2023 Sidewalk Program in the amount of \$1,745,415, which includes sidewalk spot repairs at Crosby High School (asphalt) and sidewalk replacement from the road to the building including curbing as needed at Regan Elementary School (concrete) for \$18,500 and \$62,245 respectively.

The contract was initiated under RFP #7557 with two responses from Laydon Industries and Colonna with Colonna being the lowest proposer. Colonna has extensive experience with the work required and has successfully completed numerous similar projects within the City. Funding for this project are coming from the Municipal Revenue Sharing Account (MRSA). Colonna shall perform complete all work and services on or before June 30, 2024. The project has a one-year warranty for materials, workmanship and installation.

Thank you for your consideration.

## CONSTRUCTION CONTRACT for

## 2023 SIDEWALK PROGRAM between The City of Waterbury, Connecticut

and

#### COLONNA MASONRY CONCRETE AND ASPHALT PAVING, 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 **COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC** located at 1 Bradley Road, Suite 504, Woodbridge, CT, 06525-2018, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request** for Proposal ("RFP") Number 7557 for the 2023 SIDEWALK PROGRAM; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for RFP Number 7557; and,

WHEREAS, the City desires to obtain the Contractor's services for the 2023 SIDEWALK PROGRAM pursuant to the terms set forth in this Contract (the "Project").

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

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

**1.1.** The Project consists of **2023 SIDEWALK PROGRAM** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- **1.1.1 RFP Number 7557** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 Contractor's Proposal, dated June 30, 2023 and consisting of 66 pages, including Contractor's Price Proposal, dated June 30, 2023 and consisting of 10 pages, submitted in response to RFP Number 7557 (attached hereto);
- **1.1.3** Certificates of Insurance (attached hereto);
- **1.1.4** Performance Bond and Payment Bond (attached hereto);
- **1.1.5** Special Conditions (Article 1 Article 20) consisting of 14 pages (attached hereto);
- **1.1.6** General Conditions (Article 1 Article 114) consisting of 36 pages (attached hereto);
- **1.1.7** Technical Specifications consisting of 56 pages (attached hereto);
- **1.1.8** Standard Details consisting of 31 sheets (attached hereto);
- **1.1.9** Drawing entitled "Reagan School Sidewalk Improvement, 2780 North Main Street, Waterbury, Connecticut", dated May 2023 and consisting of 1 sheet (attached hereto);
- **1.1.10** State of Connecticut Wage Rates (attached hereto);
- **1.1.11** Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);
- **1.1.12** Any and 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 (incorporated by reference), and
- **1.1.14** All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

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

- 1.2.1 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Orders
- 1.2.3 Contract
- 1.2.4 Contractor's Price Proposal, dated June 30, 2023
- 1.2.5 Special Conditions
- 1.2.6 General Conditions
- 1.2.7 Technical Specifications
- 1.2.8 Construction Details
- 1.2.9 Drawing

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

Page 3 of 42

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 RFP 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 RFP process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

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

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 7557** (collectively "Proposal Documents");

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

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

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

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

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

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

**3.4.** Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on

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Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

**3.9.** 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

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by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

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

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

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, 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.

**3.15. FUNDING REQUIREMENTS.** The Contractor is hereby put on notice that this Contract is a municipal public works contract anticipated to be funded in whole or in part by a Municipal Revenue Sharing Account Grant (MRSA) and Contractor shall comply with all MRSA requirements.

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

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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 commence all work and services within one (1) week of the City's issuance of its written Notice to Proceed and shall reach Substantial Completion of all work and services required under this contract on or before May 30, 2024. Contractor shall reach Final Completion of all work and services required under this contract on or before June 30, 2024 ("Contract Time").

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

#### 5.2. 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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion 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 **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS** (\$750.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed ONE MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND ZERO CENTS (\$1,745,415.00) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in Attachment A's "Contractor's Price Proposal, dated June 30, 2023 and consisting of 10 pages", which is summarized below:

CONSTRUCTION CONTRACT for 2023 SIDEWALK PROGRAM between City of Waterbury and COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC

- i. \$1,325,850.00.....(Base Bid Items 1-35)
- ii. \$ 62,245.00.....(Alternate Reagan Elementary School Sidewalk, Bid Items 1-5)
- iii. \$ 18,500.00.....(Alternate Crosby High School Sidewalk, Bid Items 1-2)
- iv. \$ 338,820.00......(Alternate North Main Street Sidewalks, Bid Items 1-13)

**6.1.1** Contractor agrees to hold all pricing, including all unit pricing, as set forth in Attachment A until Final Completion or until the all work and services required under this Agreement have been fully performed to the satisfaction of the City Engineer, or as may be amended pursuant to this Contract and City Ordinance.

**6.2.** Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

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

**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.

**6.3.3 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.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its bid for **RFP Number 7557** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

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

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

**6.9.1** submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

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

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

guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

#### 8. Passing of Title and Risk of Loss.

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

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

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

#### 9. Indemnification.

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

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation

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

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

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

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

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

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

#### 11. Contractor's Insurance.

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be

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provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

#### 11.4.1 General Liability Insurance:

**\$1,000,000.00** each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

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

#### **11.4.2** Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit Each Accident

#### Any Auto, All Owned and Hired Autos

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

**11.4.3 Workers' Compensation**: Statutory Limits within the State of Connecticut: Employer Liability (EL):

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

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

EL Disease Policy Limit \$1,000,000.00

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

#### 11.4.4 Excess/Umbrella Liability Insurance:

**\$2,000,000.00** each Occurrence **\$2,000,000.00** Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

#### 11.4.5 Contractor's Pollution Liability Insurance: \$1,000,000.00 each Occurrence/Claim \$1,000,000.00 Aggregate There will be no exclusion for Hazardous materials, including Asbestos and Lead

**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 Board of Education shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**11.7.** Certificates of Insurance: All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and Board of Education and as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and 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". The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

**11.8.** 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.

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

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

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

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

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

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

**12.4.1** Definitions – For purposes of this paragraph:

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

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are

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

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

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

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%)

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of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

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

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

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

#### 13.3. Affirmative Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. Good Jobs Ordinance

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

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

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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

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**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 preconstruction 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

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appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

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

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

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

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

#### 14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

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

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

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

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

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

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

15.3. The Contractor agrees to send to each labor organization or representative of

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

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

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

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

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

#### 16. Termination.

**16.1.** Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i)

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giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

#### 16.4. Rights Upon Termination.

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

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

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payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

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

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

18.2. The Contractor is responsible for and shall control activities of its

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

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

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

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

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

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

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

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the

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Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

#### 27. Changes in the Project: Change Orders.

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

#### 27.2. Procedures.

#### 27.2.1 The Contractor's Response to a Change Request.

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

Page 32 of 42

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 7557 and (ii) the Contractor's

response to **RFP Number 7557.** Said historical documents are attached hereto as part of **Attachment A.** 

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

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

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

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

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

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

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

Contractor:	Colonna Masonry Concrete and Asphalt Paving, LLC 1 Bradley Road, Suite 504 Woodbridge, CT 06525-2018
City:	City of Waterbury c/o Engineering Department

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185 South Main Street, 5th Floor Waterbury, CT 06706

With copy to:

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

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

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

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

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

**34.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

**34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Clerk's web the City and on the internet at the City site: http://www.waterburyct.org/content/458/539/default.aspx [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39. click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

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

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

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

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

- **35.1** <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 or Proposer</u>: A person, partnership, corporation or other business organization submitting a bid or proposal 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, (ii) Final Completion, and any other identified Project Milestone.
- **35.7** <u>Equal</u>: 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.

- **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** <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.
- **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 Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (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 Work 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 (also known as Special Conditions)</u>: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- **35.18** <u>Work</u>: 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>: City of Waterbury Engineering Department. [Signature page follows]

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CONSTRUCTION CONTRACT for 2023 SIDEWALK PROGRAM between City of Waterbury and COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC

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

#### WITNESSES:

#### **CITY OF WATERBURY**

Sign:_____ Print name:

By:______ Neil M. O'Leary, Mayor

Sign:_____ Print name:

Date:

#### WITNESSES:

#### COLONNA MASONRY CONCRETE AND **ASPHALT PAVING, LLC**

Sign:	By:	_
Print name:	Print name:	
	Its	
Sign:		

Print name:

Date:

#### ATTACHMENT A

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 RFP Number 7557** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 Contractor's Proposal, dated June 30, 2023 and consisting of 66 pages, including Contractor's Price Proposal, dated June 30, 2023 and consisting of 10 pages, submitted in response to RFP Number 7557 (attached hereto);
- **1.1.3** Certificates of Insurance (attached hereto);
- **1.1.4** Performance Bond and Payment Bond (attached hereto);
- **1.1.5** Special Conditions (Article 1 Article 20) consisting of 14 pages (attached hereto);
- **1.1.6** General Conditions (Article 1 Article 114) consisting of 36 pages (attached hereto);
- **1.1.7** Technical Specifications consisting of 56 pages (attached hereto);
- **1.1.8** Standard Details consisting of 31 sheets (attached hereto);
- **1.1.9** Drawing entitled "Reagan School Sidewalk Improvement, 2780 North Main Street, Waterbury, Connecticut", dated May 2023 and consisting of 1 sheet (attached hereto);
- **1.1.10** State of Connecticut Wage Rates (attached hereto);
- **1.1.11** Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);
- **1.1.12** Any and 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,

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charter and ordinances (incorporated by reference), and

**1.1.14** All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

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## **City of Waterbury**

## Public Works Department

Bureau of Engineering OFFICE: (203) 574-6851

FAX: (203) 574-8277

#### **Memorandum**

To: Kevin McCaffrey, Purchasing Director

From: Noreen Brady, Assistant Project Manager, Engineering N. Buch

Date: July 3, 2023

Re: RFP #7557 for 2023 Sidewalk Program Selection Committee's Recommendation of Negotiation

The Selection Committee for the above-referenced RFP, consisting of Roy E. Cavanaugh, P.E., City Engineer, Vincent Caterino, Assistant City Engineer and myself, recommends that further negotiations be entered into with the following Proposer:

• Colonna Concrete & Asphalt Paving LLC

Both proposals received by the Engineering Department (Laydon Industries and Colonna Concrete and Asphalt Paving) were considered by the Selection Committee. Colonna Concrete & Asphalt Paving was the low bidder and has been a reliable contractor for the City.

Accordingly, the Selection Committee requests that your office initiate further negotiations with the Proposer listed above.

Thank you.

NCB/ncb

cc: Committee Members, via email File: C230

# City of Waterbury

## Public Works Department

## Engineering

OFFICE: (203) 574-6851 FAX: (203) 574-8277

#### Memorandum

To: Kevin McCaffery, Director of Purchasing

From: Roy E. Cavanaugh, City Engineer

Date: July 10, 2023

Re: **RFP #7557 for 2023 Sidewalk Program -** Selection Committee Award Recommendation of Colonna Concrete & Asphalt LLC

Responses to Request for Proposals #7557 for the 2023 Sidewalk Program were received from two (2) Proposers (Laydon Industries and Colonna Concrete and Asphalt Paving) and reviewed by a Selection Committee comprised of Vincent Caterino, Assistant City Engineer, Noreen Brady, Assistant Project Manager and myself.

After the initial review of the two (2) proposals, the Selection Committee requested a revised price proposal from Colonna Concrete and Asphalt Paving LLC, the low bidder. Colonna declined to revise their proposal, stating that the pricing submitted was their best for this project.

Considering that their firm was the low bidder and their past performance of work for the City, the Selection Committee unanimously voted to award the Project to Colonna Concrete & Asphalt Paving, LLC.

Accordingly, kindly issue the appropriate notification to Colonna Concrete & Asphalt Paving, LLC, with a copy to the Corporation Counsel and the Engineering Department.

If you have any questions or require additional information concerning this matter, please feel free to contact me at your earliest convenience.

Thank you.

REC/ncb

Cc: Selection Committee Members, via email

3)

#### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY Page 1 of 5

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: 7/13/2023

, being first duly sworn, deposes

County of New Haven

Giancarlo	Colonna
-----------	---------

and says that:

1. I am the owner, partner, officer, representative, agent or _____

(circle/complete as applicable) of Colonna Masonry Concrete & Asphalt Paving LLC

(Contractor's Name), the Contractor that has submitted the attached Agreement.

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

3. That as a person desiring to contract with the City (check <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.

ξ.

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

Page 2 of 5

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

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

4. The following list is a list of the names of <u>all</u> persons affiliated with the business of the Contractor, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3	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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

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

Page 3 of 5

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list <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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

		DOB	Stock %
Name (if none state NONE)	Title	БОВ	
1 NONE			
2			
3			
4			1

(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" (once within in grid – not within each box). 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" (once within in grid – not within each box):

	RADE NAME	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			
3			
4			

#### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY Page 4 of 5

## Certification (Please complete applicable section below.)

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

Certificat	ion For Partnership/Sole Pro	prietor (	<b>Requires Notar</b>	ization)	
In presence	of: Telle falance	Colonna Masonr Name of Partner By: Signature of Ger Giancarlo Co Name of Genera	neral Partner/ Sole P	(Print of Type Proprietor prietor (Print of Ty	
	onnecticut ) ) New Haven)	SS			
	o Colonna	beina dulv s	sworn, deposes a	nd says that he	/she is
Owner	of Colonna Masonry Con				
-	questions and all statements the				
_	ed and sworn to before me this $13$		ay of July	20 <u>23</u> .	
Michelle	of Notary Public Colonna Notary Public	(Print of Type)		SEAL	с с н
My Comr	nission Expires: 05/31/2025				

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

From: Delinquent Tax Office

Date 7/13/2023

To: Noreen Brady- Assistant Project Manager Public Works

Subject: Tax Clearance

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

Colonna Masonry Concrete & Asphalt Paving, LLC 1 Bradley Road, Suite 504 Woodridge, CT 06525

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

Very truly yours,

Nancy J. Quich

NJO/wmf

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

<u>,8</u>

#### REQUEST FOR PROPOSAL (# 7557) BY THE CITY OF WATERBURY FOR 2023 SIDEWALK PROGRAM

The City of Waterbury, Department of Engineering (hereinafter "City"), is seeking Proposals from qualified Proposers for 2023 Sidewalk Program (the "Project") as detailed and described in the Request for Proposal Documents (the "RFP").

#### A. Background and Intent

It is the intent of the City for the Successful Proposer to furnish all labor, services, materials, tools, equipment, transportation and incidentals necessary to execute and properly finish the Project, as detailed and described herein. The project issued will be various complete sidewalk runs a minimum of one hundred feet (100') in length on different roads in the City and miscellaneous work at one or more schools. Work includes portland cement concrete (PCC) sidewalks with and without monolithic curbing, handicapped ramps, granite curbing, pavement restoration and bituminous sidewalk segments. Work on North Main Street includes short retaining wall structures. It is the intent of the project to complete school sidewalk work prior to the beginning of the 2023 – 2024 school year, if possible.

#### **B.** Qualifications

Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- 1. Experience and expertise in regard to providing the Work, Services and/or Items to be procured as detailed and described in the RFP.
- 2. Ability to undertake and complete the Scope of Services.
- 3. Proven track record in providing the type of Work, Services and/or Items required by the RFP.
- 4. Proven track record of meeting project budgets and contract timelines.
- 5. Adequate staff/employees to complete the Scope of Services in a timely manner.
- 6. Knowledge of, and compliant with, all applicable Federal, State, and City of Waterbury laws and regulations governing the services to be provided under this RFP.
- 7. 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 Agreement Period, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
- 8. Proposers shall be registered with the State of Connecticut Secretary of State to do business in the State of Connecticut.

#### C. Scope of Services

1. Scope of Work Summary. The scope of work for this Project includes the furnishing and installing of new and replacement of approximately 25,000 square feet of Portland Cement Concrete (PCC) sidewalks, curbs, handicapped ramps and incidental related work at various locations around the City. The preliminary sidewalk list includes, but is not limited to the following PCC sidewalks (subject to change):

- Baldwin Street
- Watertown Avenue
- Bunker Hill Avenue
- East Main Street
- North Main Street
- Summer Street
- Walnut Street
- Willow Street
- East Mountain Road

Sidewalk replacements or installation include the following:

- Crosby High School (Bituminous Concrete)
- Regan School (Portland Cement Concrete)
- Proposer's attention is directed to the Price Proposal (Attachment E), the Technical Specifications, the General Conditions and the Special Conditions as well as the Standard Details, Project Drawings *or* List of Drawings (Attachment G) which detail and describe the work and services associated with this RFP.

#### **D.** Agreement Period

- Any award of work equal to or greater than \$50,000.00 shall require a formal Contract. If a Contract is awarded as a result of this RFP, the Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written Notice to Proceed, which shall occur after contract execution by both parties.
  - 2. It is anticipated that the Successful Proposer shall reach Substantial Completion of the Work on or before May 30, 2024 and shall reach Final Completion of all Work and Services required by this RFP on or before June 30, 2024 except all work at Schools must be completed by August 25, 2023.

#### E. Insurance

The Successful Proposer (also referred to herein as "Contractor") shall provide insurance as set for in <u>Attachment D</u> provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, with a minimum "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. Small, minority and

women business enterprises are encouraged to submit a Proposal in response to this RFP. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

#### 2. RFP Documents

- a. In order to view, download and receive all RFP related documents and notifications issued by the City, potential Proposers must register online at the City's ProcureWare website City of Waterbury's procurement website (<u>https://waterburyct.procureware.com/register</u>). Please note that completion of the registration process requires entry of a valid email address and selection of at least one category classification.
- b. A copy of the RFP and all associated documents, including any City issued addenda and notifications, will also be available for review at the Office of the Director of Purchasing located at City Hall Building, Room 103, 235 Grand Street, Waterbury, CT 06702.
- 3. Information Session NOT APPLICABLE (Does Not Apply to this RFP).
- 4. All questions, requests for clarification and communications about this RFP and submission requirements must be submitted through the City of Waterbury ProcureWare website and must be received by 2:00 PM on June 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.
- 5. Addenda responding 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 June 20, 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 Department of Engineering of the City of Waterbury.

#### H. Conditions

The submission of a Proposal will be considered conclusive evidence that the Proposer is willing to adhere to, and is in agreement with, the following conditions, as well as all other terms, conditions and requirements of the RFP:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any

information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

- 2. Any product, whether acceptable or unacceptable, developed under a contract or purchase order 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 **One Hundred Twenty (120) consecutive calendar** days after the closing date for the proposal 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 may result in a proposal not being considered. At the option of the City's Director of Purchasing, the City may provide all Proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- 6. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the Proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the Proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- 7. All subcontractors hired by the Proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the Agreement Period.
- 8. Any costs and expenses incurred by Proposers in preparing or submitting Proposals are the sole responsibility of the Proposer.
- 9. A Proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the Proposal.
- 10. No additions or changes to the original Proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.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 the 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. The Proposer represents and warrants that it has (a) examined the RFP thoroughly, (b) familiarized itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) studied and carefully correlated the Proposer's observations and findings with the requirements of the RFP Documents.
- 14. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- 15. If a Contract is awarded as a result of this RFP, the Successful Proposer must accept the City's standard agreement language (see <u>Attachment B</u>, if attached). Further, submission of a Proposal will constitute an incontrovertible representation by the Proposer that Proposer accepts the terms contained in <u>Attachment B</u>, if attached, or City's Purchase Order, as applicable.
- 16. Execution of Contract and Conditions. Time is of the essence, and subsequent to a Notice of Award, if any, to the Successful Proposer, multiple unsigned copies of a Contract and all other applicable contract documents (if a Contract is awarded as a result of this RFP) is will be made available to the Successful Proposer for execution. Within ten (10) consecutive calendar days, thereafter, Successful Proposer shall fully complete, execute and return all copies of the contract and all other applicable contract documents, including without limitation, acceptable certificates of insurance, a Corporate/LLC Resolution, and all required bonds to the City. Thereafter, upon all required reviews, approvals, and the City's signature, the City will deliver one fully executed copy of the contract to Successful Proposer.
- 17. Should the Successful Proposer fail to timely execute and deliver the Contract, evidence of insurance, or fail to timely fulfill any other such preconditions, the RFP 7557 – 2023 Sidewalk Program

City may, at its option and discretion rescind the Notice of Award and thereafter negotiate with the next ranked Proposer, or may reject all Proposals.

- 18. 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.
- 19. 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 original (clearly identified as such) and (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than 11:00 AM on June 30, 2023. Proposals received after that time shall not be considered.

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

- a. Proposals shall be submitted as directed herein. At the City's discretion, failure to do so may result in disqualification.
- b. Proposals must set forth accurate and complete information in connection with each of the items/documents listed below, and all forms shall be fully completed and properly executed, and completed in ink or typed written, with all requested contact information (name, address, etc.) provided. All required signatures and notarizations shall also be provided.
- c. Proposals must be single sided, bound or stapled and Proposers shall make the requisite copies of all forms, etc., as required.
- d. Proposer is solely responsible for ensuring its Proposal is received by the Director of Purchasing, at the location indicated, on or before the above-stated time and date. The City will in no way be responsible for any delays in delivery, regardless of cause.

## 2. <u>Proposals must include the following items (summarized below) as part of their Proposal submission</u>:

Contract Compliance Documents (Attachment A)

- Non-Collusion Affidavit and Addenda Acknowledgment (Attachment C)
- Price Proposal (<u>Attachment E</u>)
- Sample Proposal Security (Attachment F) (as required)
- Contractor's Qualification Statement (Attachment H)
- CHRO Contract Compliance Monitoring Report (Attachment J)
- Connecticut Department of Administration Services ("DAS") Contractor Prequalification Documentation (as required)

#### a. Contract Compliance Documents (Attachment A)

- i. Proposer shall fully complete and include as part of its Proposal submission the following Contract Compliance Documents (<u>Attachment A</u>):
- Certification Regarding Debarment
  - Annual Statement of Financial Interests
  - Disclosure & Certification Affidavit Regarding Outstanding Obligations
  - ii. If a Contract is awarded as a result of this RFP, the Successful Proposer shall complete and sign a Corporate/LLC Resolution, as applicable, (see <u>Attachment A</u>) and date it the same day the Successful Proposer signs the Contract.

#### b. Non-Collusion Affidavit and Addenda Acknowledgment (Attachment C)

- Proposer shall fully complete and include as part of its Proposal submission <u>Attachment C</u> addressed to Mr. McCaffery, which, in part, includes a statement by the Proposer accepting all terms and conditions and requirements contained in the RFP, as well as affirmative statement certifying that the Proposer has not colluded with any other Proposer.
- ii. Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per **Attachment C**.

#### c. Price Proposal (Attachment E)

- i. The Price Proposal shall be submitted as part of the Proposal submission; however, it shall be submitted in a separate envelope, sealed and marked "Confidential: Price Proposal."
- *ii.* Note regarding Price Proposal: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in all prices.
- iii. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible Proposers.

#### d. Sample Proposal Security (<u>Attachment F</u>)

- 1. Any Proposal with a Total Price Proposal of over Fifty Thousand Dollars (\$50,000.00) shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of ten (10) percent of the Proposer's Total Price Proposal.
- ii. Proposer's attention is directed to <u>Attachment F</u> for an example of Proposal Security acceptable to the City. A different form may be utilized provided it is acceptable to the City of Waterbury.

#### e. Proposer Qualification Statement (Attachment H)

Proposer shall fully complete and include as part of its Proposal submission

#### f. CHRO/State Set-Aside Requirements

- i. 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.
- ii. State law requires a minimum of twenty-five (25%) percent of the statefunded 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.
- iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1 806.
- iv. This RFP is subject to State SBE/MBE set-asides/CHRO contract compliance requirements (<u>Attachment J</u>) and State funding for this contract is anticipated to be \$2,000,000.00.
- v. Accordingly, the Proposer shall complete and submit as part of its Proposal submission the CHRO Contract Compliance Monitoring Report contained in <u>Attachment J</u>.

## g. Section 3, Housing and Urban Development Act NOT APPLICABLE (DOES NOT APPLY TO THIS RFP)

#### h. CT-DAS Contractor Prequalification Requirements

i. This project is funded in whole or part by State funds, accordingly, any Proposal with a Total Price Proposal of over Five Hundred Thousand Dollars (\$500,000.00) shall include as part of its Proposal submission an Update (Bid) Statement and a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the DAS. Anticipated Prequalification classification are as follows:

CONCRETE MASONRY

- ii. Further, 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 and Proposer shall submit as part of its Proposal submission all applicable Subcontractor DAS Prequalification certificates and Update (Bid) Statements.
- iii. 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.

#### 3. Exceptions and Alternatives, Expected City Services

Proposals may, at Proposer's discretion, contain the following:

- Exceptions and Alternatives. Proposers wishing to take any exceptions or provide alternatives to certain provisions and/or requirements of the RFP shall state and explain such exceptions/alternatives; however, <u>no exceptions or alternatives to</u> <u>the City's standard agreement language (see Attachment B, if attached), will be considered.</u>
  - a. 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 Proposals. Any exception or alternative must be clearly delineated referencing the specific provision(s) and/or items at issue (plus, include pricing information, where appropriate) and cannot impermissibly affect the substance of this RFP. Further, the volume of exceptions/alternatives taken will be a consideration in evaluation of Proposer's Proposal.
  - b. The City, in its sole discretion, may accept some or all of the proposed exceptions, alternatives or additions or reject same. Any exception, alternative or addition that has not been accepted by the City in writing is deemed rejected.

- Anticipated services to be provided by the City. Identify the nature and scope of the services that would be generally required of the City in undertaking this project.
- 3. The taking of any exception or proposing of any alternative or addition, as well as the identification of any anticipated services by the City, is not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Proposer.
- 4. <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. Quality, completeness and responsiveness of Proposal;
- b. Qualifications, experience, expertise and capabilities of the Proposer;
- c. The extent to which the goods or services meet the City's needs;
- d. Ability to provide Services as required;
- e. Ability to comply with the required timeline for delivery of services or goods;
- f. Adequate financial resources for performance, including bonding capacity;
- g. Proposer's references/satisfactory record of past performance, and
- h. Competitiveness of Proposer's Price Proposal (Attachment E).
- 2. Selection Process
  - a. The City will have the Proposals evaluated by a Selection Committee as part of the selection process. 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.
  - b. The Successful Proposer shall, if requested by the City, provide the City with an updated/revised Price Proposal, scope of services and schedule of performance.

#### K. Rights Reserved To The City

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

- 2. Nothing in this RFP shall require that the City accept the lowest Price Proposal (<u>Attachment E</u>). Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interest of the City.
- 3. The City reserves the right, in its sole discretion, to reject any Proposal, in whole or in part, based upon Proposer's prior history with the City or with any other party that demonstrates, without limitation, failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts or purchase orders or significant failure(s) to meet contractual obligations or if the Proposal is nonresponsive or contains pricing that is abnormally low or high or if it appears unrealistic in terms of technical commitment, shows a lack of technical competence, or indicates a failure to comprehend the risk and complexity of a potential contract or the underlying project.

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

- 1. The Successful Proposer must meet all local, State, and Federal affirmative action and equal employment opportunity practices and requirements.
- 2. If a Contract is awarded as a result of this RFP, Proposers (also referred to herein as "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 City's standard agreement language (see <u>Attachment B</u>, if attached).
- 3. The City's Good Jobs Ordinance applies to "Covered Projects" (i.e., City projects with a value of \$500,000.00 or more, regardless of funding source(s)). Further, the requirements of the Good Jobs Ordinance are in addition to any requirements of Project's other funding sources.

#### M. Performance and Payment Bonds

A. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than Fifty Thousand Dollars (\$50,000.00), a 100 percent Performance Bond and a 100 percent Payment Bond each with a surety company acceptable to the City and in a form acceptable to the City.

#### N. Prevailing Wages

Proposers are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to <u>Attachment M</u> – Wage Rate Documentation.

RFP 7557 – 2023 Sidewalk Program

#### **O.** City SAMPLE Payment Application Forms

Sample Payment Application forms (see <u>Attachment I</u>) are attached for the Proposer's use. Payment Applications for completed work must be submitted, in such numbers of copies as may be designated by the City, utilizing these forms. Alternate payment application forms may be utilized provided they are approved by the City, in writing, by the City. Successful Proposer is to furnish a draft copy of completed forms for review and approval by the City prior to submitting any invoices.

#### END OF SECTION

**RFP** #7557

## ATTACHMENT A

**Contract Compliance Documents** 

- Certification Regarding Debarment
- Annual Statement of Financial Interests
- Disclosure and Certification Affidavit Regarding Outstanding Obligations
- Sample Corporate & LLC Resolutions

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction

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

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

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

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

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

#### Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarrent, 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, H Respondent or Contractor:	Proposer,	 
Print Name and Title of Authorized Representative:		 
Signature of Authorized Representative:	-	
	Date:	

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20	
Persons or Entities Conducting Business with the City of Waterbury	
Page 1 of 4	

I. Outstanding Contracts and/or Purchase Orders with the City of Waterbury

A. Contracts.

No Contracts with the City

(if none, check box)

)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Make copies of page, as needed.)

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20____) Persons or Entities Conducting Business with the City of Waterbury Page 2 of 4

B. Purchase Order(s).

No Purchase Order(s) with the City

(if none, check box)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Make copies of page, as needed.)

# ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20____) Persons or Entities Conducting Business with the City of Waterbury Page 3 of 4

#### II. Financial Interest Disclosure

(Disclose City of Waterbury Public Officials, Employees or Members of Boards or Commissions with interest in Person or Entity Conducting Business with the City)

No Officials, Employe with Financial Interest			
	(Name of Official)		
	127 18		
	(Position with City)		
	(Nature of Business Interest) (e.g. Owner, Director etc.)		
Interest Held By:	Spouse Joint	Child	
<u>.</u>	(Name of Official)		
<u>.</u>	(Position with City)		
	(Nature of Business Interest)		
	(e.g. Owner, Director etc.)		
Interest Held By: Self	Spouse Joint	Child	

(Make copies of page, as needed.)

#### ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20____) Persons or Entities Conducting Business with the City of Waterbury Page 4 of 4

#### III. Certification

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matters required to be disclosed by me pursuant to Chapter 39 of the Code of Ordinances.

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

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 of Financial Interests.

I have read and agree to the above certification.

(Name of Company, if applicable) (Print or Type Name)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

Print or Type Authorized Official's Email Address

Print or Type Business Email Address

DELIVERED:

By Mail

Hand-Delivered

5 Comply Docs 2023.doc

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY Page 1 of 5

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.:_____

_____, being first duly sworn, deposes

County of_____

and says that:

1. I am the owner, partner, officer, representative, agent or _____

(circle/complete as applicable) of _____

(Contractor's Name), the Contractor that has submitted the attached Agreement.

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

- 3. That as a person desiring to contract with the City (check <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.

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

Page 2 of 5

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

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none, state "None" (once within in grid - not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

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

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state "None" (once within in grid - not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

The Contractor possesses an ownership interest in the following business (b) organizations, if none, state "None" (once within in grid - not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY Page 3 of 5

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list <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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name (if none state NONE)	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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				1
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" (once within in grid – not within each box):

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

#### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY Page 4 of 5

# Certification (Please complete applicable section below.)

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

Certification For Partnership/Sole Proprietor	(Requires Notarization)	
-----------------------------------------------	-------------------------	--

In presence of:

Witness		Name of Pa	rtnership/Busine	ess	(Print of Type)
		By:			
		Signature of	General Partne	er/ Sole Pro	prietor
		Name of Ge	neral Partner/ S	Sole Proprie	tor (Print of Type)
	Address of				
	Business:				
State of	)				
	) S	0			
	)	5			
County of	,	5			
	)		ly sworn, dep	oses and	says that he/she
	)	being du			says that he/she ne answers to th
	)	_being du	and		says that he/she ne answers to th
of	tements there	being du	and correct.	that he/st	ne answers to th
of foregoing questions and all sta	tements there	being du	and correct.	that he/st	ne answers to th
of foregoing questions and all sta	tements there	being du	and correct.	that he/st	ne answers to th
of foregoing questions and all sta Subscribed and sworn to befor	tements there	being du	and correct. day of	that he/st	ne answers to th
of foregoing questions and all sta Subscribed and sworn to befor Signature of Notary Public	tements there	being du	and correct. day of	that he/st	ne answers to th

# DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY Page 5 of 5

n/LLC	(Requires Notarization)
	Name of Corporation (Print of Type)
Business:	
	Affix Corporate Seal
	Ву:
	By: Signature of Authorized Corporate Officer
	Name of Authorized Corporate Officer (Print of Type)
	Its: Title of Authorized Corporate Officer (Print of Type)
)	
) :	SS
)	
	being duly sworn, deposes and says that
of	and that he/she answers to the
ments ther	ein are true and correct.
me this	day of 20
int of Type)	SEAL
	Address of Business: ) ) of) of me this int of Type)

# **CORPORATE RESOLUTION**

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

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said ______ this _____ day of _____.

(Signature of witness)

(Title of witness)

Note: This is a sample of a Corporate Resolution acceptable to the City. A similar form may be utilized provided it is acceptable to the City of Waterbury.

Corporate Resolution - Page 51 of 12

# LIMITED LIABILITY COMPANY RESOLUTION

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

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said ______, this _____ day of ______, 202

(Signature of Witness)

(Title of Witness)

Note: This is a sample LLC Resolution acceptable to the City. A similar form may be utilized provided it is acceptable to the City of Waterbury.

LLC Resolution – Page 1 of 1

# **RFP # 7557**

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# ATTACHMENT B

**City of Waterbury Contract Form** 

# CONSTRUCTION CONTRACT for

# 2023 SIDEWALK PROGRAM between the City of Waterbury, Connecticut

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

 ________located at _______a State of ______duly

 registered
 (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to Request for Proposal ("RFP") Number 7557 for the 2023 SIDEWALK PROGRAM; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for RFP Number 7557; and,

WHEREAS, the City desires to obtain the Contractor's services for the 2023 SIDEWALK PROGRAM pursuant to the terms set forth in this Contract (the "Project").

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

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

**1.1.** The Project consists of **2023 SIDEWALK PROGRAM** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1 RFP Number 7557** (acknowledged by the Contractor as having been received and incorporated by reference);

	1.1.2	<b>RFP Number 7557</b> Addendum #1, datedand consisting of pages (attached hereto);
	1.1.3	Contractor's Proposal, dated and consisting of pages, submitted in response to <b>RFP Number 7557</b> and Contractor's revised Price Proposal, dated and consisting of pages (all attached hereto);
	1.1.4	Certificates of Insurance (attached hereto);
	1.1.5	Performance Bond and Payment Bond (attached hereto);
	1.1.6	Special Conditions (Article 1 – Article 20) consisting of 14 pages (attached hereto);
CI	1.1.7	General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);
	1.1.8	Technical Specifications consisting of 56 pages (attached hereto);
	1.1.9	Standard Details consisting of 31 sheets (attached hereto);
	1.1.10	Drawing entitled "Reagan School Sidewalk Improvement, 2780 North Main Street, Waterbury, Connecticut", dated May 2023 and consisting of 1 sheet (attached hereto);
	1.1.11	State of Connecticut Wage Rates (attached hereto);
Ś	1.1.12	Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);
	1.1.13	Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
	1.1.14	All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference), and

**1.1.15** All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

Page 2 of 42

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

- 1.2.1 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Orders
- 1.2.3 Contract
- 1.2.4 Contractor's correspondence dated ______setting forth Contractor's revised Price Proposal
- 1.2.5 Special Conditions
- 1.2.6 General Conditions
- 1.2.7 Technical Specifications
- 1.2.8 Construction Details
- 1.2.9 Drawing

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.

#### CONSTRUCTION CONTRACT for 2023 SIDEWALK PROGRAM

between City of Waterbury and _____

**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 RFP 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 RFP process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

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

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 7557** (collectively "Proposal Documents");

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

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

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

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

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

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

**3.4.** Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or Attachment A or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

**3.9.** Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or

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

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

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

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, 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.

**3.15. FUNDING REQUIREMENTS.** The Contractor is hereby put on notice that this Contract is a municipal public works contract anticipated to be funded in whole or in part by a Municipal Revenue Sharing Account Grant (MRSA) and Contractor shall comply with all MRSA requirements.

#### CONSTRUCTION CONTRACT for 2023 SIDEWALK PROGRAM

between City of Waterbury and ____

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 commence all work and services within one (1) week of the City's issuance of its written Notice to Proceed and shall reach Substantial Completion of all work and services required under this contract on or before May 30, 2024, except for work at Schools, which shall reach Substantial Completion by August 25, 2023. Contractor shall reach Final Completion of all work and services required under this contract on or before June 30, 2024, except for work at Schools, which shall reach Final Completion by September 15, 2023 ("Contract Time").

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

# 5.2. 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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion

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

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

**6.1.** Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed

**DOLLARS AND** 

**____CENTS (\$TBD)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's revised Price Proposal, dated ______and consisting of ____ pages", which is summarized below:

i. (Base Bid Items 1-35)
ii. (Alternate – Reagan Elementary School Sidewalk, Bid Items 1-5)
iii. (Alternate – Crosby High School Sidewalk, Bid Items 1-2)
iv. (Alternate – North Main Street Sidewalks, Bid Items 1-13)

**6.1.1** Contractor agrees to hold all pricing, including all unit pricing, as set forth in Attachment A until Final Completion or until the all work and services required under this Agreement have been fully performed to the satisfaction of the City Engineer, or as may be amended pursuant to this Contract and City Ordinance.

**6.2.** Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

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

**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

Page 10 of 42

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.

**6.3.3 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.

6.4. **Proposal Costs.** All costs of the Contractor in preparing its bid for **RFP Number 7557** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

**6.8.** Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction

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by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor

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

# 8. Passing of Title and Risk of Loss.

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

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

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

# 9. Indemnification.

The Contractor shall indemnify, defend, and hold harmless the City, City's 9.1. Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor 's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the

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Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

# 11. Contractor's Insurance.

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance

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

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

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

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

## 11.4.1 General Liability Insurance:

**\$1,000,000.00** each Occurrence

**\$2,000,000.00** General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

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

## **11.4.2** Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit Each Accident Any Auto, All Owned and Hired Autos

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

**11.4.3 Workers' Compensation**: Statutory Limits within the State of Connecticut: Employer Liability (EL):

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:

**\$2,000,000.00** each Occurrence

**\$2,000,000.00** Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

# 11.4.5 Contractor's Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

**\$1,000,000.00** Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

**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 Board of Education shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**11.7. Certificates of Insurance:** All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and Board of Education and as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and 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". The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The** 

Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

**11.8.** 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.

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

Conformance with Federal, State and Other Jurisdictional Requirements. By 12. 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.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

**12.4.1** Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not

include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

"Minority business enterprise" means any small contractor (A) ii. 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 contract 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 contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

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

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

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

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

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

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

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

# 13.3. Affirmative Action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# 14. Good Jobs Ordinance

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

14.1.1 The Contractors and its Subcontractors shall comply with the specific

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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

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relevant materials. No construction work shall proceed absent this preconstruction meeting.

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

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

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

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

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

## 14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

between City of Waterbury and

#### 16. Termination.

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

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

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

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

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

between City of Waterbury and ____

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

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

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

#### 16.4. Rights Upon Termination.

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in

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between City of Waterbury and _____

and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous

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between City of Waterbury and _____

agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

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

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

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

### 27. Changes in the Project: Change Orders.

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

### 27.2. Procedures.

#### 27.2.1 The Contractor's Response to a Change Request.

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

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#### between City of Waterbury and _

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.

between City of Waterbury and _____

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 7557 and (ii) the Contractor's response to RFP Number 7557. Said historical documents are attached hereto as part of Attachment A.

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

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

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

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

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

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

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

Contractor:

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#### CONSTRUCTION CONTRACT for 2023 SIDEWALK PROGRAM

between City of Waterbury and

City:

City of Waterbury c/o Engineering Department 185 South Main Street, 5th Floor Waterbury, CT 06706

With copy to:

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

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

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

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

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

matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

**34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Clerk's web and on the internet at the City site: the Citv http://www.waterburvct.org/content/458/539/default.aspx [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED For Chapter 39, click on "TITLE III: PROCUREMENT SYSTEM". 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

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.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project

City: The City of Waterbury, acting directly or through specifically authorized

- 35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.
- 35.2 contemplated.
- - 35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
  - <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work
- 35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

may be disclosed by the City pursuant to the Act.

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

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

between City of Waterbury and

contingency fee.

35.4

35.6

personnel.

Milestone.

between City of Waterbury and

- **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** <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.
- **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 Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (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 Work 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.

#### CONSTRUCTION CONTRACT for 2023 SIDEWALK PROGRAM

between City of Waterbury and ____

- **35.17** <u>Supplementary General Conditions (also known as Special Conditions)</u>: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- **35.18** <u>Work</u>: 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>: City of Waterbury Engineering Department.

[Signature page follows]

between City of Waterbury and _____

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

WITNESSES:	CITY OF WATERBURY
Sign:	By:
Print name:	By: Neil M. O'Leary, Mayor
Sign:	Date:
Print name:	
WITNESSES:	
Sign:	By:
Print name:	Print name: Its
Sign:	
Print name:	Date:

्र

between City of Waterbury and _____

### ATTACHMENT A

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 And the second of the second o reference as noted below, and all are made a part hereof:

# ATTACHMENT C

Non-Collusion Statement & Addenda Acknowledgement

#### **RFP# 7557**

#### ATTACHMENT C

### Non-collusion and Acknowledgement Affidavit of the Proposer

#### (Must be submitted as part of Proposal)

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

The undersigned declares that the only persons or patties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the under signed: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

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

1	_ 4
2	5
3	6

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

Social Security Number or Federal Identification Number Signature of Individual or Corporate Name

Corporate Officer (if applicable)

(Continued on next page)

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

Name:	
Ву:	(Title)
Business Address:	
	(City, State, Zip Code)
Phone:	
Date:	

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

END OF ATTACHMENT C

# ATTACHMENT D

# **Insurance Requirements**

#### Attachment D

#### Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those polices expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall 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, if applicable) 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 Education, if applicable).

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:	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Contractors Pollution Liabili	ty Insurance: \$1,000,000.00 each claim \$1,000,000.00 aggregate coverage.

There will be no exclusion for Hazardous materials, including Asbestos and Lead.

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City 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.

# ATTACHMENT E

# **Price Proposal**

### ATTACHMENT E

### **Price Proposal**

### (Must be submitted as part of RFP #7557 response in a separate sealed envelope, marked "Confidential: Price")

Date:

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

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on <u>Attachment C</u>, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

# PRICE PROPOSAL - 2023 SIDEWALK PROGRAM:

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT F (In Fig		TOTAL AI (In Fig	
					DOLLARS	CENTS	DOLLARS	CENTS
1	2.02R-1	L.F.	400	CUT CONCRETE PAVEMENT OR SIDEWALK				
				DOLLARS CENTS	1	-		-
2	2.02R-2	L.F.	4,000	CUT BITUMINOUS CONCRETE PAVEMENT OR SIDEWALK FOR				
_				DOLLARS CENTS				
3	4.06R-1	S.Y.	4,000	PAVEMENT RESTORATION – LOCAL ROAD				
				FOR DOLLARS CENTS				
4	4.06R-2	S.Y.	400	PAVEMENT RESTORATION – COLLECTOR ROAD FOR DOLLARS CENTS				
5	4.06R-3	S.Y.	600	PAVEMENT RESTORATION – ARTERIAL ROAD				
6	5.87R-1	EA.	6	DOLLARS     CENTS       CATCH BASIN 0'-10' DEEP       FOR				
				DOLLARS CENTS		-		
7	5.87R-4	EA.	6	RESET CATCH BASIN				
				DOLLARS CENTS		-		
8	5.87R-5	EA.	2	RESET MANHOLE FOR				
9	5.87R-8	EA.	1	DOLLARS CENTS CONVERT CATCH BASIN TO MANHOLE				
				DOLLARS CENTS				

BID ITEM #	SPEC ITEM #	UNI T	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT F (In Fig		TOTAL AMOUNT (In Figures)						
			-		DOLLARS	CENTS	DOLLARS	CENTS					
10	5.87R-9	EA.	1	CONVERT MANHOLE TO CATCH BASIN									
				DOLLARS CENTS				1					
				TYPE "C" CATCH BASIN TOP									
11	5.87R-11	EA.	12	FOR DOLLARS CENTS									
		_			-	-		-					
12	5.87R-11	EA.	12	TYPE "C-L" CATCH BASIN TOP									
				DOLLARS CENTS				-					
13	5.87R-14	EA.	1	ADDITIONAL CATCH BASIN TOP/MANHOLE STRUCTURE WORK FOR									
				DOLLARS CENTS	-			-					
14	8.11R	L.F.	F. 1,000	PRECAST CONCRETE CURBING									
14	0.11K	L.E.	L.F.,	L.E ₃	L.F.,	L.F.,	L.F.,	1,000	DOLLARS CENTS	1		1	
15	8.13R-1	L.F.	4,000	GRANITE STONE CURBING									
				DOLLARS CENTS		-		-					
16	8.14R-1	L.F.	500	RESET STONE CURBING FOR DOLLARS CENTS	-								
17	9.21R-1	S.F.	15,000	PORTLAND CEMENT CONCRETE SIDEWALK 5"									
				DOLLARS CENTS									
18	9.21R-1	S.F.	7,000	PORTLAND CEMENT CONCRETE SIDEWALK – 5" WITH MONOLITHIC CURB FOR									
				DOLLARS CENTS			-						

BID ITEM #	SPEC ITEM #	UNIT	τ	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS		UNIT PRICE (In Figures)		TOTAL AMOUNT (In Figures)				
		1			DOLLARS	1						
				PORTLAND CEMENT CONCRETE SIDEWALK 8"								
19	9.21R-3	S.F,	600	FORDOLLARS CENTS								
_					-			-				
20	9.21R-4	S.F.	3,000	PORTLAND CEMENT CONCRETE PEDESTRIAN RAMP FOR								
				DOLLARS CENTS								
		7977		DETECTABLE WARNING STRIP	1							
21	9.21R-5	EA.	24	FOR		10.0	- ()					
				BITUMINOUS CONCRETE SIDEWALK								
22	9.22R-1	S.Y.	400	Y. 400	FOR	1 0						
-			-	DOLLARS CENTS	-			-				
23	9.22R-2	S.Y.	400	BITUMINOUS CONCRETE DRIVEWAY								
				DOLLARS CENTS								
24	9.22R-3	S.Y.	S.Y.	S.Y.	S.Y.	S.Y.	200	BITUMINOUS CONCRETE DRIVEWAY - COMMERCIAL FOR				
				DOLLARS CENTS	· · · · · · · · · · · · · · · · · · ·	-		-				
25	9.44R	S.Y.	S.Y. 500	FURNISH AND PLACE TOPSOIL								
				DOLLARS CENTS	s)							
				TURF ESTABLISHMENT				1				
26	9.50R-1	S.Y.	500	FOR								
_			1.0.0	DOLLARS CENTS								
27	9.70R-1	M.D.	80	TRAFFIC PERSON - MUNICIPAL POLICE OFFICER								
				DOLLARS CENTS								
				TRAFFIC PERSON - UNIFORMED FLAGGER								
28	9.70R-2	HR.	160	FOR								
		3-11	1.1.1.	DOLLARS CENTS								

BID ITEM #	SPEC ITEM #	ITEM	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT F (In Fig		1	OTAL AMOUNT (In Figures)	
			-		DOLLARS	CENTS	DOLLARS	CENTS		
29	9.75R	L.S.	1	MOBILIZATION AND PROJECT CLOSEOUT						
	5.751			FORDOLLARS CENTS	-					
				RESET GATE BOX - WATER						
30	13.02R-1	EA.	12	FOR DOLLARS CENTS						
				RESET GATE BOX - GAS						
31	13.02R-2	EA.	12	FOR DOLLARS CENTS	1000					
		1		RESET SEWER VENT COVER		1				
32	13.02R-3	EA.	12	FOR						
-				DOLLARS CENTS RESET HANDHOLE		-		-		
33	13.02R-4	EA,	2	FOR		17 -				
				DOLLARS CENTS						
34	13.02R-5	EA.	12	FURNISH AND INSTALL CURB BOX						
		(]		FOR DOLLARS CENTS						
35	13.02R-6	EA.	12	FURNISH AND INSTALL SEWER VENT COVER						
				DOLLARS CENTS						

# <u>2023 SIDEWALK PROGRAM - TOTAL PRICE PROPOSAL</u>- (Sum of Total Amounts for Bid Items 1- 35 set out above):

Dollars

Cents

and

(Amount In Words)

\$_____

(Amount In Figures)

## ALTERNATE - PRICE PROPOSAL - REGAN ELEMENTARY SCHOOL **SIDEWALK:**

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	CENTS
1	4.06R-1	S.Y.	50	PAVEMENT RESTORATION – LOCAL ROAD				
				DOLLARS CENTS				
2	9.21R-1	S.F.	1,575	PORTLAND CEMENT CONCRETE SIDEWALK 5" FOR				
				DOLLARS CENTS		-		
3	9.21R-1	S.F,	1,925	PORTLAND CEMENT CONCRETE SIDEWALK – 5" WITH MONOLITHIC CURB FOR				
			1 i.	DOLLARS CENTS	1.1			2
4	9.50R-1	S.Y.	170	TURF ESTABLISHMENT				
_			·	DOLLARS CENTS				
5	9.75R	L.S. 1	1	MOBILIZATION AND PROJECT CLOSEOUT				
				DOLLARS CENTS	1			

### ALTERNATE - REGAN ELEMENTARY SCHOOL - TOTAL PRICE PROPOSAL- (Sum of Total Amounts for Bid Items 1-5 set out above):

_____ Cents

Dollars 

and _____(Amount In Words)

\$_____

(Amount In Figures)

## <u>ALTERNATE - PRICE PROPOSAL – CROSBY HIGH SCHOOL</u> <u>SIDEWALK</u>:

BID ITEM #	SPEC ITEM #	ITEM	ITEM	UNIT	QTY	TY ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS		PRICE ures)	TOTAL AMOUNT (In Figures)	
	· · · · · · ·				DOLLARS	CENTS	DOLLARS	CENTS		
1	9.21R-1	S.F.	1,000	PORTLAND CEMENT CONCRETE SIDEWALK 5" FOR DOLLARS CENTS						
2	9.75R	L.S.	1	MOBILIZATION AND PROJECT CLOSEOUT FOR DOLLARS CENTS						

# <u>ALTERNATE – CROSBY HIGH SCHOOL - TOTAL PRICE PROPOSAL</u>- (Sum of Total Amounts for Bid Items 1-2 set out above):

	Dollars
and	Cents
(Amoun	nt In Words)
\$	

(Amount In Figures)

## <u>ALTERNATE-PRICE PROPOSAL –NORTH MAIN STREET SIDEWALKS</u>:

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT F (In Fig		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	
1	2.02R-1	L.F.	20	CUT CONCRETE PAVEMENT OR SIDEWALK				
2	2.02R-2	L.F.	20	DOLLARS CENTS CUT BITUMINOUS CONCRETE PAVEMENT OR SIDEWALK FOR DOLLARS CENTS				
3	4.06R-3	S.Y.	525	PAVEMENT RESTORATION – ARTERIAL ROAD				
				FOR DOLLARS CENTS				
4	5.06R	S.F.	1,200	SEGMENTED BLOCK RETAINING WALL FOR DOLLARS CENTS				
5	9.21R-1	S.F.	8,600	PORTLAND CEMENT CONCRETE SIDEWALK – 5" WITH MONOLITHIC CURB FOR				
6	9.21R-3	S.F.	2,800	DOLLARS CENTS PORTLAND CEMENT CONCRETE SIDEWALK 8" FOR DOLLARS CENTS				
7	9.21R-4	S.F.	50	PORTLAND CEMENT CONCRETE PEDESTRIAN RAMP FOR				
8	9.21R-5	EA.	1	DOLLARS CENTS DETECTABLE WARNING STRIP FOR				
9	9.22R-2	S.Y.	250	DOLLARS     CENTS       BITUMINOUS CONCRETE DRIVEWAY     FOR				
10	9.44R	S.Y.	1,100	DOLLARS     CENTS       FURNISH AND PLACE TOPSOIL     FOR				
				DOLLARS CENTS				

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	CENTS
11	9.50R-1	S.Y.	1,100	TURF ESTABLISHMENT				
		1		DOLLARS CENTS				
12	13.02R-1	EA.	5	RESET GATE BOX - WATER				
				DOLLARS CENTS				-
13	13.02R-2	EA.	4	RESET GATE BOX - GAS			0.0	
				DOLLARS CENTS				

### <u>ALTERNATE – NORTH MAIN STREET SIDEWALKS - TOTAL PRICE PROPOSAL</u>-(Sum of Total Amounts for Bid Items 1- 13 set out above):

	Dollars
and	Cents
(Amount ]	In Words)
\$	

(Amount In Figures)

Proposer must fill in all blank spaces on the Price Proposal and must submit a price for every item.

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

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

Respectfully submitted by:

Social Security Number of Federal Identification Nu (Print or Type)		Company/Corporate Name	(Print or Type)		
(Time of Type)		Signature of Authorized Official			
		Name of Authorized Official	(Print or Type)		
		Title of Authorized Official	(Print or Type)		
Proposer shall provide	Proposers Contact	Information below:			
Business Address:	(Print or Type)	Business Fax Number:	(Print or Type)		
City, State, Zip Code:	(Print or Type)	Business Mobile Number:	(Print or Type)		
Business Telephone Num	ber: (Print or Type)	Business Email Address:	(Print or Type)		

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 F

# **Sample Proposal Security**

(must be submitted as part of Proposal)

# **BID BOND / PROPOSAL SECURITY**

### KNOW ALL MEN BY THESE PRESENTS THAT WE

_____(Contractor) of the town of _____as

principal and ______ (Bond Agent) of the town of _____as

Surety are held firmly bound unto the City of Waterbury, Connecticut in the penal sum of

_____ (written amount in dollars) (\$ ) for

the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our

heirs, executors, administrators, successors and assigns.

Signed this _____ day of ___

The conditions of the above obligation is such that whereas the Principal has supported to the City of Waterbury, Connecticut a certain Bid, attached hereto and preby made part hereof to enter into a contract in writing for the

### **Project Title:**

### NOW THEREFORE,

(a) If said Bid shall be rejected, or the alternate

(b) If said Bid be accepted and the trine real shall) execute hereto (properly completed in the accordance with said Bid) and formish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or parnishing materials in connection therefore and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understand hat and agreed that the liability of the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Sivety, for value received, hereby stipulates and agrees to that the obligations of said Surety and us bond shall in 10 way be impaired or affected by the extension of time within which the Owner may accept such bid; and said Surety does hereby waive notice of such extension.

IN WITNESS WHERE F, The Principal and Surety have hereunto set their hands and seals and such of them as corporations have caused their corporate seal to be affixed and these presents be signed by their proper officers, the day and year first set forth above.

 _ Principal	By
Surety	Ву

Note: This is a sample of a Bid Bond/Proposal Security acceptable to the City. Another form may be utilized provided it is acceptable to the City of Waterbury.

Attachment F - RFP Proposal Security.docx

# ATTACHMENT G

- Technical Specifications
- Standard Details
- Project Drawings
- General Conditions
- Special Conditions

# **Technical Specifications**

### CITY OF WATERBURY ENGINEERING DEPARTMENT

# **TECHNICAL SPECIFICATIONS**

### CONSTRUCTION AND MATERIAL SPECIFICATIONS

The Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 818 (2020), including supplements to date, (herein called "Form 818"), with the exception of certain sections of Division 1 "General Requirements and Covenants" as enumerated below, shall be the basic specification for the performance of the required work:

- Section 1.01 Definitions of Terms and Permissible Abbreviations
- Section 1.02 Proposal Requirements and Conditions
- Section 1.03 Award and Execution of Contract
- Section 1.04.01— Intent of Contract (last sentence only deleted "The Contract as it existed when first duly executed by the Engineer is sometimes referred to herein as "the original Contract.")
- Section 1.04.02—Changes in Quantities of Pay Items, Including Elimination of Such Items (Everything after 2nd paragraph):
- Section 1.04.03—Changes in Quantities and Significant Changes in the Character of Work Section 1.04.04—Differing Site Conditions
- Section 1.04.05—Extra Work
- Section 1.05.01—Authority of Engineer (delete only sentence in 3rd paragraph referring to CGS-4-61)
- Section 1.05.05—Cooperation by Contractor (delete all but 1st two paragraphs)
- Section 1.05.01—Authority of Engineer (delete only sentence in 3rd paragraph referring to CGS-4-61)
- Section 1.05.14 Termination for Convenience Clause
- Section 1.07 Legal Relations and Responsibilities
- Section 1.08.06(2) Suspensions of Work Ordered by the Engineer
- Section 1.08.07 Determination of Contract Time
- Section 1.08.08 Extension of Time
- Section 1.08.09 Failure to Complete Work on Time
- Section 1.08.10 Termination of Contract for Cause
- Section 1.09 Measurement and Payment
- Section 1.10.02—Compliance with Laws and Regulations
- Section 1.10.06—Protection of Archaeological and Paleontological Remains and Materials (delete last paragraph)
- Section 1.11 Claims
- Section 1.20 General Clauses for Facilities Construction

All references in Form 818 to Division 1 Sections listed above are not applicable to this Project. Further, all remaining Sections of Form 818 shall be interpreted so as to be in conformance with the Contract, General Conditions and Special Conditions and the City's Project Technical Specifications, as set forth herein.

Please refer to the following webpage for the appropriate link to the Form 818: https://portal.ct.gov/DOT/IT/ConnDOT-Publications-Manuals

Unless expressly provided for otherwise, any references to the State of Connecticut, the Department, the Commissioner, Engineer, or other terms indicating the State of Connecticut and/or its agents as party to the contract shall for this Project mean the City and its designated agents or employees.

Except as may be set forth herein and/or expressly added by addendum, there are no Connecticut Department of Transportation "Special Provisions" applicable to this Project.

The term "Engineer" in this section shall mean "City Engineer".

## **CITY PROJECT TECHNICAL SPECIFICATIONS**

City Project Technical Specifications are provided herein for special work or where more detail and/or control is required by the City. These City Project Technical Specifications supplement and/or amend the associated Sections of Form 818. The method of measurement and basis for payment may also deviate from that of Form 818.

## **TECHNICAL SPECIFICATIONS INDEX**

The following listing of all Contract Pay Items, cross referenced to applicable Sections of Form 818 and/or to applicable City Project Technical Specifications, is provided for the purpose of clarification.

Any Pay Item that has an associated City Project Technical Specification is indicated below by a "YES".

For all Pay Items that reference Form 818 and have an associated City Project Technical Specification (and thus have requirements/provisions that are different than Form 818), the requirements/provisions contained in Form 818 are supplemented and/or amended as provided for by the associated City Technical Specification.

Spec. Item No.	Form 818 Section Reference	Item Description	City Project Technical Specification
2.02R-1	2.02	Cut Concrete Pavement or Sidewalk	Yes
2.02R-2	2.02	Cut Bituminous Concrete Pavement or Sidewalk	Yes
4.06R-1	4.06	Pavement Restoration – Local Road	Yes
4.06R-2	4.06	Pavement Restoration – Collector Road	Yes
4.06R-3	4.06	Pavement Restoration – Arterial Road	Yes
5.06R	5.06	Segmented Block Retaining Wall	Yes
5.87R-1	5.87	Catch Basin 0'-10' Deep	Yes
5.87R-4	5.87	Reset Catch Basin	Yes
5.87R-5	5.87	Reset Manhole	Yes
5.87R-8	5.87	Convert Catch Basin to Manhole	Yes
5.87R-9	5.87	Convert Manhole to Catch Basin	Yes
5.87R-11	5.87	Type "C" Catch Basin	Yes
5.87R-11	5.87	Type "C-L" Catch Basin	Yes
5.87R-14	5.87	Add'l Catch Basin Top/Manhole Structure Work	Yes
8.11R	8.11	Precast Concrete Curbing	Yes
8.13R-1	8.13	Granite Stone Curbing	Yes
8.14-R-1	8.14	Reset Stone Curbing	Yes
9.21R-1	9.21	PCC Sidewalk – 5"	Yes
9.21R-2	9.21	PCC Sidewalk – 5" with Monolithic Curb	Yes
9.21R-3	9.21	PCC Sidewalk – 8"	Yes
9.21R-4	9.21	PCC Pedestrian Ramp	Yes
9.21R-5	9.21	Detectable Warning Strip	Yes
9.21R-1	9.22	Bituminous Concrete Sidewalk	Yes
9.22R-2	9.22	Bituminous Concrete Driveway	Yes
9.22R-3	9.22	Bituminous Concrete Driveway – Commercial	Yes
9.44R	9.49	Furnish & Place Topsoil	Yes
9.50R	9.50	Turf Establishment	Yes
9.70R-1	9.70	Traffic Person (Municipal Police Officer)	Yes
9.70R-2	9.70	Traffic Person (Uniformed Police Officer)	Yes
9.71R	9.71R	Maintenance & Protection of Traffic	Yes
9.75R	9.75	Mobilization & Project Closeout	Yes
13.02R-1	13.02	Reset Gate Box – Water	Yes
13.02R-2	13.02	Reset Gate Box – Gas	Yes
13.02R-3	13.02	Reset Sewer Vent Cover	Yes
13.02R-4	13.02	Reset Handhole	Yes

13.02R-5	13.02	Furnish and Install Curb Box	Yes
13.02R-6	13.02	Furnish and Install Sewer Vent Cover	Yes

The applicable sections of Form 818, together with the City Project Technical Specifications provided herein, shall constitute the "Technical Specifications" for this Project.

NOTE: Any provision of Form 818 - State of Connecticut Department of Transportation "Standard Specifications for Road, Bridges, and Incidental Construction," including the latest supplements thereto, that conflicts with these "Special Provisions" or with any other provision the Contract Documents shall be of no effect relative to this Project.

Reference is made to Section 1.2 of the City of Waterbury Contract for controlling hierarchy of the Contract Documents.

# END OF TECHNICAL SPECIFICATION INTRODUCTION

# TECHNICAL SPECIFICATION 2.02R CUT CONCRETE OR BITUMINOUS CONCRETE PAVEMENT OR SIDEWALK

# 2.02.01 DESCRIPTION

This work shall consist of the provision of preparatory cuts for the removal of bituminous asphalt or concrete at the locations shown on the Plans or as directed by the City.

# 2.02.02 MATERIALS

Not Applicable

# 2.02.03 CONSTRUCTION METHODS

Whenever bituminous or concrete pavement or sidewalks are to be removed, such removals are to be made to neat lines. Partial removals are generally at existing joints except when a limit other than a joint is set by the City due to project limitations. At removal where joint is not present, the Contractor shall cut the concrete or bituminous concrete full depth to create a neat line

# 2.02.04 METHOD OF MEASUREMENT

This work will be measured for payment by the number of linear feet of concrete or bituminous pavement or sidewalk sawcut, complete and accepted in place to the lines delineated on the Plans or as directed by the City by an approved method.

Bituminous Concrete parking areas or curbing are considered bituminous concrete pavement. Concrete or precast concrete curbing are considered concrete pavement.

Cuts made necessary by the Contractor's operations, such as, but not limited to, patching, bituminous concrete samples, continuation of previous runs, faulty work or faulty materials, or duplicate cuts will not be measured for payment.

## 2.02.05 BASIS OF PAYMENT

This work will be paid for at the Contract unit price per linear foot "Cut Bituminous Concrete Pavement or Sidewalk" or "Cut Concrete Pavement or Sidewalk". This price shall include all equipment, tools, labor, and materials, etc. incidental thereto.

No additional or separate payments will be made for backfill, topsoil seeding, having or turf establishment.

ITEM NO	PAY ITEM	PAY UNIT
2.02R-1	Cut Concrete Pavement or Sidewalk	LF
2.02R-2	Cut Bituminous Concrete Pavement or Sidewalk	LF
	END OF SECTION	

# TECHNICAL SPECIFICATION 4.06R PAVEMENT RESTORATION

#### 4.06.01 DESCRIPTION

Work under this item shall consist of removal of existing roadway pavement of all types, excavation to the proper depth, formation of subgrade, placement and compaction of base material and placement of bituminous concrete pavement to the lines and grades as shown on the plans and/or as directed by the Engineer.

Work under this item shall conform to the applicable requirements of Sections 2.02, 2.09, 3.04 and 4.06 of Form 818, amended as follows:

#### 4.06.02 MATERIALS

Base material shall be processed aggregate conforming to the requirements of Article M.02.03. Bituminous concrete and tack coat shall conform to the requirements of Article M.04.

#### 4.06.03 CONSTRUCTION METHODS

Construction methods used shall conform to the requirements of Articles 2.02.03, 2.09.03, 3.04.03 and 4.06.03, respectively.

The existing pavement structure shall be removed to subgrade within the neat lines of the pavement sawcut and the existing curbing. All excavated materials shall be properly disposed of off-site.

Pavement restoration cross-section shall be as specified on the Contract Plans for Roadway Class indicated or as directed by City:

Arterial Road

Collector Road

Local Road

Existing roadway pavement shall be sawcut two (2') feet from the face of curb at the location of each pedestrian ramp or concrete curb to be installed. Tack coat shall be applied to all vertical sawcut faces prior to placing bituminous concrete pavement repair. Once pedestrian ramp, curb or sidewalk has been installed, area between face of curb and pavement sawcut shall be backfilled with compacted processed aggregate material to a minimum depth of twelve (12") inches.

Local Roads shall then be paved with a two- inch (2") thickness of bituminous concrete Class 1 (HMA S0.375) base course.

Collector Road bas course shall be a minimum of four inches (4") of Class 4 bituminous concrete under a two inch lift of Class 1.

Arterial Road base course shall be six inches (6") minimum of bituminous concrete Class 4 (S1.0) and then two inches of Class 1.

All areas shall then be paved with a two (2") inch thickness of bituminous concrete Class 1 (HMA S0.375) top course. Seam between new and existing bituminous concrete shall then be sealed.

#### 4.06.04 MEASUREMENT

This work shall be measured for payment as the actual area, in square yards, of pavement removed and replaced on a reconstructed base course, as directed by the Engineer.

Sawcutting of bituminous concrete pavement to be measured and paid for as a separate item. Only one sawcut per pavement repair will be paid for under that item. Trimming or repair will not be paid for.

This work will be measured for payment by the number of linear feet of concrete or bituminous pavement or sidewalk sawcut, complete and accepted in place to the lines delineated on the Plans or as directed by the City by an approved method.

Bituminous Concrete parking areas or curbing are considered bituminous concrete pavement. Concrete or precast concrete curbing are considered concrete pavement.

Cuts made necessary by the Contractor's operations, such as, but not limited to, patching, bituminous concrete samples, continuation of previous runs, faulty work or faulty materials, or duplicate cuts will not be measured for payment. Only one sawcut per pavement repair will be paid for.

Tack coat will not be measured or paid for separately but shall be in the work for which it is required.

#### 4.06.05 **PAYMENT**

This work will be paid for at the contract unit price, per square yard, for "Pavement Restoration", complete and in place, which price shall include earth excavation; removal and disposal of existing materials; placement and compacting of base materials and bituminous concrete; and all equipment, tools and labor incidental thereto.

ITEM NO	PAY ITEM	PAY UNIT
4.06R - 1	Pavement Restoration – Local Road	S.Y.
4.06R - 2	Pavement Restoration – Collector Road	S.Y.
4.06R - 3	Pavement Restoration – Arterial Road	S.Y.

# TECHNICAL SPECIFICATION 5.06R SEGMENTED BLOCK RETAINING WALL

# 5.06.01 DESCRIPTION

Work shall consist of designing, furnishing and construction of a KEYSTONE Standard III unit retaining wall system or approved equal in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. Alternate or equal wall systems will be considered.

Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.

Work incudes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

#### **Related Sections**

Section 2.22 – Excavation, Backfilling, Compaction and Grading

#### **Reference Documents**

American Association of State Highway and Transportation Officials (AASHTO)

- 1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
- 2. AASHTO M 288 Geotextile Specification for Highway Applications

American Society for Testing and Materials (ASTM)

1. ASTM C140	Sampling and Testing Concrete Masonry Units
2. ASTM C1372	Specification for Dry-Cast Segmental Retaining Wall Units
3. ASTM D442	Particle Size Analysis of Soils
4. ASTM D698	Laboratory Compaction Characteristics of Soil – Standard Effort
5. ASTM D1556	Standard Test Method for Density and Unit Weight of Soil In Place by the Sand
	Cone Method
6. ASTM D1557	Laboratory Compaction Characteristics of Soil – Modified Effort
7. ASTM D2487	Standard Classification of Soils for Engineering Purposes (Unified Soil
	Classification System)
8. ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by
	Nuclear Methods (Shallow Depth)
9. ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe
	and Fittings
10. ASTM D4318	Liquid Limit, Plastic Limit and Plasticity Index of Soils
11. ASTM D4475	Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
12. ASTM D4476	Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
13. ASTM D4595	Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip
	Method
14. ASTM D4873	Standard Guide for Identification, Storage and Handling of Geosynthetics

15. ASTM D5262	Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of
	Geosynthetics
16. ASTM D5321	Standard Test Method for Determining the Coefficient of Soil and Geosynthetic
	or Geosynthetic and Geosynthetic Friction by the Direct Shear Method
17. ASTM D5818	Standard Practice for Obtaining Samples of Geosynthetics from a Test Section
	for Assessment of Installation Damage
18. ASTM D6637	Standard Test Method for Determining Tensile Properties of Geogrids by the
	Single or Multi-Rib Method
19. ASTM D6638	Standard Test Method for Determining Connection Strength Between
	Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706	Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916	Standard Test Method for Determining the Shear Strength Between Segmental
	Concrete Units

National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW

2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

#### Definitions

- A. Standard III Unit a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone or approved equal.
- B. Structural Geogrid a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.
- C. Unit Drainage Fill drainage aggregate that is placed within and immediately behind the Keystone or approved equal concrete units.
- D. Reinforced Backfill compacted soil that is placed within the reinforced soil volume as outlined on the plans.
- E. Retained Soil the soil mass behind the reinforced backfill.
- F. Foundation Soil the soil mass below the leveling pad and reinforced backfill.
- G. Leveling Pad crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.
- H. Geosynthetic Reinforcement polymeric material designed specifically for soil reinforcement.

#### Submittals and Certification

- A. For any wall exceeding four feet (4') above grade at any point, the Contractor shall submit a Manufacturer's certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.
- B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project for any wall four feet (4') or higher at any point.
- C. Hydrostatic Pressure Contractor shall submit design or methods to control hydrostatic pressure behind wall.
- D. Fall Protection Contractor shall provide fall protection for any drop exceeding forty-eight inches (48"). Method and materials must be approved by City prior to construction.

#### **Quality Assurance**

- A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the proposed retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.
- B. Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall provide proof of current professional liability insurance with an aggregate coverage limit of not less than \$2,000,000.
- C. Owner shall/may provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

#### **Delivery Handling and Storage**

- A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.
- B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

## 5.06.02 MATERIALS

#### **Precast Concrete Retaining Wall Units**

- A. Standard III retaining wall units shall conform to the following architectural requirements
  - 1. Face color concrete gray, unless otherwise specified. The City may specify standard manufacturers' color.
  - 2. Tri-plane or Straight Face finish hard split in angular tri-plane or straight face configuration. other face finishes will not be allowed without written approval of Owner.
  - 3. Bond configuration running with bonds nominally located at midpoint in vertically adjacent units.
  - 4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.
- B. Precast concrete units shall conform to the requirements of ASTM C1372 Standard Specifications for Segmental Retaining Wall Units.
- C. Precast concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:
  - 1. Compressive strength:  $\geq$  3000 psi (21 MPa).
  - 2. Absorption:  $\leq 8$  % for standard weight aggregates.
  - 3. Dimensional tolerances: ± 1/8" (3 mm) from nominal unit dimensions not including rough split face.
  - 4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 18 to 21.5" (457 to 546 mm)(D) minimum.
- D. Precast concrete units shall conform to the following constructability requirements:
  - 1. Vertical setback: 1/8 inch (3 mm) ± per course (near vertical) or 1 1/8 inch (28 mm) + per course, per the design.
  - 2. Alignment and grid attachment mechanism fiberglass pins, two per unit.
  - 3. Maximum horizontal gap between erected units shall be  $\leq 1/2$  inch (13 mm).

#### **Shear and Reinforcement Pin Connectors**

- A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isopthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:
  - 1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
  - 2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.
- B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

#### **Base Leveling Pad Material**

Material shall consist of a ³/₄" compacted crushed stone base, sand and gravel or 2,000 PCI unreinforced concrete, as shown on the construction drawings.

#### **Unit Drainage Fill**

A. Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 inch (25 mm)	100
3/4-inch (19mm)	75 - 100
No. 4 (4.75 mm)	0 - 10
No. 50 (300 um)	0 - 5

B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.2 cubic foot (0.033 m³), of drainage fill shall be used for each square foot (0.093 m²) of wall face unless otherwise specified.

#### **Reinforced Backfill**

A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 - 100
No. 40 (425 um)	0 - 60
No. 200 (75 um)	0-35
. ,	

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

- B. The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.
- C. Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.
- D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

#### Geogrid Soil Reinforcement

- A. Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high-density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.
- B. Ta Long Term Allowable Tensile Design Load. Ta of the geogrid material shall be determined as follows: Ta = Tult/(RFcr * RFd * RFid * FS). Ta shall be evaluated based on a 75-year design life.
  - 1. Tult Short Term Ultimate Tensile Strength. Tult shall be determined in accordance with ASTM D4595 or ASTM D6637. Tult is based on the minimum average roll values (MARV).
    - 2. RFcr Reduction Factor for Long Term Tension Creep. RFcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. RFcr = 1.45 minimum.
    - 3. RFd Reduction Factor for Durability. RFd shall be determined from polymer specific durability testing covering the range of expected soil environments. RFd = 1.10 minimum.
    - 4. RFid Reduction Factor for Installation Damage. RFid shall be determined from product Specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types. RFid = 1.05 minimum.
    - 5. FS Overall Design Factor of Safety. FS hall be 1.5 unless noted for the maximum allowable working stress calculation.
- C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.
- D. Ci Coefficient of Soil Interaction. Ci values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.
- E. The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

#### **Drainage** Pipe

If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

#### **Geotextile Filter Fabric**

When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

#### 5.06.03 CONSTRUCTION METHODS

#### Excavation

Contractor shall excavate to the lines and grades shown on the construction drawings. The Owner or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove

unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.

Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

#### **Base Leveling Pad**

Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the precast wall unit.

Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557 and shall be a minimum of six (6") of  $\frac{3}{4}$ " crushed rock. As an alternate, a minimum of six inches (6") of unreinforced concrete may be used.

Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

#### **Precast Unit Installation**

First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and level shall be checked in all directions and ensure that all units are in full contact with the base and properly seated.

Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer's recommendations.

Install shear/connecting pins per manufacturer's recommendations.

Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.

Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed two courses.

#### **Structural Geogrid Installation**

Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.

Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.

The geogrid shall be laid horizontally on compacted backfill and attached to the precast wall unit pins and within 1 inch of the face of the units. Place the next course of precast units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.

Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

#### **Reinforced Backfill Placement**

Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.

Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 - 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.

Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.

Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the precast concrete units.

Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging or displacing the precast units or geogrid.

Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.

At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

#### **Cap Installation**

Prior to placement of the cap units, the upper surface of the top course of wall units shall be cleaned of soil and any other material.

Cap units shall be adequately glued to the underlying wall units with an all-weather exterior construction adhesive.

#### As-built Construction Tolerances

Vertical alignment:  $\pm 1.5$  inches (40 mm) over any 10-foot (3 m) distance.

Wall batter: within 2 degrees of design batter. Overall wall batter shall be  $\geq 0$  degrees.

Horizontal alignment:  $\pm 1.5$  inches (40 mm) over any 10-foot (3 m) distance.

Corners and curves:  $\pm 1$  foot (300 mm) to theoretical location.

Maximum horizontal gap between erected units shall be  $\leq 1/2$  inch (13 mm).

#### **Field Quality Control**

Quality Assurance – The owner shall/may engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing. Contractor must retain an independent Professional Engineer to certify design and construction of any wall forty eight inches (48") or higher.

Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.

Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services. Manufacturer's representative may certify walls less than forty eight inches (48") high.

Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

## 5.06.04 METHOD OF MEASUREMENT

This work will be measured for payment by the actual square feet (S.F.) of the face area of the segmented block wall installed measured from the bottom of the wall below grade to the top of the wall including the cap, complete and accepted in place to the lines delineated on the Plans or as directed by the City. The face area of 1 unit is 1 square foot.

## 5.06.05 BASIS OF PAYMENT

This work will be paid for at the Contract unit price per square foot (S.F.) "Segmented Block Wall". This price shall include all equipment, tools, labor, and materials, etc. Incidental thereto. Topsoil, seeding, haying or turf establishment shall not be included in this price, but will be paid for under the contract unit price of "Furnish and Place Topsoil" and "Turf Establishment".

ITEM NO 5.06R PAY ITEM Segmented Block Retaining Wall PAY UNIT S.F.

# TECHNICAL SPECFICATION 5.87R CATCH BASINS, MANHOLES AND YARD DRAINS

## 5.87.01 DESCRIPTION

The work under this Section shall consist of furnishing, preparing, and installing catch basins, manholes and yard drains (and also the removal, abandonment, alteration, reconstruction, or conversion of such existing structures) in conformity with the lines, grades, dimensions and details shown on the plans.

This Section shall also include resetting or replacing catch basin tops as well as manhole frames and covers.

## 5.87.02 MATERIALS

The materials for this work shall meet the following requirements:

Drainage structures shall meet the requirements of M.08.02 and shall utilize concrete with a 28day minimum compressive strength of 4000 psi.

Galvanizing shall meet the requirements of M.06.03.

Mortar shall meet the requirements of M.11.04.

Butyl rubber joint seal shall meet the requirements of ASTM C990.

Granular fill, if necessary, shall meet the requirements of M.02.01.

Protective compound material shall be a type appearing on the Department's Qualified Products List and be acceptable to the Engineer, as specified in M.03.09.

Sanitary Manhole frame and covers shall conform to EJ Product Cover 00124725 with frame or Campbell Foundry Pattern #1027 (sanitary cover)

Storm manhole frames and covers shall be 23-3/4" in diameter with  $\frac{3}{4}$ " diameter center hole conforming to Campbell Pattern #1027 (storm cover) and #2617 frame, E J Product 00124670 with matching frame; or approved equal.

Sidewalk catch basin inlets shall have heavy duty curb inlet frame and grate, Campbell Foundry Co. Pattern #2617 with Type "P" Curb or approved equal, to match roadway grade. Sidewalk inspection port to be heavy duty straight type Frame and Cover Campbell Foundry Co. pattern #2704 or approved equal.

Offset catch basins shall have heavy duty curb inlet frame and grate, Campbell Foundry Co. Pattern #2617 w/"P" type curb or approved equal.

# 5.87.03 CONSTRUCTION METHODS

Drainage trench excavation, including rock in drainage trench excavation and backfilling, shall be performed in accordance with 2.86.03 and the requirements of the plans.

Where a drainage structure is to be installed below the surface, a drainage trench shall be excavated to the required depth, the bottom of which shall be graded to the elevation of the bottom of the proposed drainage structure or to ensure a uniform foundation for the structure.

Where a firm foundation is not encountered at the grades established due to unsuitable material, such as soft, spongy, or unstable soil, the unsuitable material shall be removed and replaced with approved granular fill, thoroughly compacted in lifts not to exceed 6 inches. The Engineer shall be notified prior to removal of the unsuitable material in order to determine the depth of removal necessary.

When rock, as defined in 2.86.01-2, is encountered, work shall be performed in accordance with 2.86.03 and the requirements of the plans.

When a drainage structure outside of proposed drainage trench limits is to be removed, it shall be completely removed and all pipes shall be removed or plugged with cement masonry.

When a drainage structure is to be abandoned, the structure shall be removed to a depth 2 feet below the subgrade or as directed by the Engineer. The floor of the structure shall be broken and all pipes shall be plugged with cement masonry.

Drainage structures shall be constructed in accordance with the plans and the requirements contained herein for the character of the work involved. The provisions of 6.02.03 pertaining to bar reinforcement shall apply except that shop drawings need not be submitted for approval unless called for in the plans, Contract or directed by the Engineer. Welding shall be performed in accordance with the applicable sections of the AWS Structural Welding Code, D1.1.

When it becomes necessary to increase the horizontal dimensions of manholes, catch basins and drop inlets to sizes greater than those shown on the plans in order to provide for multiple pipe installations, large pipes or for other reasons, the Contractor shall construct such manholes, catch basins and drop inlets to modified dimensions as directed by the Engineer.

The surfaces of the tops of all catch basins, and drop inlets shall be given a coat of protective compound material, at the manufacturer's recommended application rate, immediately upon completion of the concrete curing period.

All masonry units shall be laid in full mortar beds.

Metal fittings for catch basins, manholes or drop inlets shall be set in full mortar beds or otherwise secured as shown on the plans.

All inlet and outlet pipes shall be set flush with the inside face of the wall of the drainage structure as shown on the plans. The pipes shall extend through the walls for a sufficient distance beyond the outside surface to allow for satisfactory connections, and the concrete or masonry shall be constructed around them neatly to prevent leakage along their outer surfaces.

When constructing a new drainage structure within a run of existing pipe, the section of existing pipe disturbed by the construction shall be replaced with new pipe of identical type and size extending from the drainage structure to the nearest joint of the existing pipe in accordance with 6.86.03 or as directed by the Engineer. Connection shall be secure and water-tight using methods approved by City.

Backfilling shall be performed in accordance with 2.86.03.

Frames, covers and tops which are to be reset shall be removed from their present beds, the walls or sides shall be rebuilt to conform to the requirements of the new construction and the frames, covers and tops shall be reset as shown on the plans or as directed by the Engineer.

# 5.87.04 METHOD OF MEASUREMENT

**Drainage Trench or Structural Excavation:** Excavation, compaction and backfill for drainage trench or structure will not be measured for payment but shall be included in the Contract unit price for the type of structure being installed.

**Rock in Drainage Trench Excavation** will be measured in accordance with the drainage trench excavation limits described in 2.86.03.

Manholes, Catch Basins and Drop Inlets will be measured as separate units.

Resetting of Manholes, Catch Basins and Yard Drains will be measured as separate units.

**Replacement of frames, covers, and tops** will be measured as a unit for catch basin top or manhole frame and cover.

**Conversion of drainage structures** as specified on the plans, or as directed by the Engineer, including structure reconstruction will be measured for payment as a unit.

**Removal or abandonment of drainage structures** outside of drainage trench excavation limits, as defined in 2.86.03, will be measured as separate units.

Additional catch basin top or manhole structure work will be measured as separate units.

There will be no measurement or direct payment for the application of the protective compound material, the cost of this work shall be considered as included in the general cost of the work.

Measurement for payment for work and materials involved with installing pipes to connect new drainage structures into a run of existing pipe will be as provided for under the applicable Contract items in accordance with 6.86.04.

There will be no measurement or direct payment for plugging existing pipes with cement masonry, connecting drainage pipes to structure, stone bedding, dewatering, saw-cutting, dust control, the cost of this work will be considered as included in the general cost of the work.

#### **5.87.05 PAYMENT**

**Drainage Trench Excavation** for the installation of proposed structures described herein will be paid for under the respective drainage Contract item(s) for which the excavation is being performed, in accordance with the provisions of 2.86.05.

**Rock in Drainage Trench Excavation** will be paid for in accordance with the provisions of 2.86.05.

**Manholes and Catch Basins** will be paid for at the Contract unit price for each "Manhole," or "Catch Basin," of the type specified, at "0' to 10' Deep" or "0' to 20' Deep," complete in place, which price shall include all excavation, backfill, materials, equipment, tools and labor incidental thereto.

**Yard Drains** will be paid for at the Contract unit price for each "Yard Drain," of the type specified, complete in place, which price shall include all excavation, backfill, materials, equipment, tools and labor incidental thereto.

Manholes, Catch Basins and Yard Drains constructed to modified dimensions as directed by the Engineer, will be paid for as follows:

Where the interior floor area has to be increased to accommodate existing field conditions, as measured horizontally at the top of the base of the completed structure, and does not exceed 125% of the interior floor area as shown on the plans for that structure, then the structure shall be paid for at the Contract unit price for each "Manhole," "Catch Basin," or "Drop Inlet" of the type specified. Where the floor area is greater than 125%, the increase in the unit price for the individual structure shall be in direct proportion to the increase of the completed structure interior floor area as compared to the interior floor area as shown on the plans for that structure. Such increased unit price shall include all excavation, materials, equipment, tools, and labor incidental to the completion of the structure.

**Reset Units** will be paid for at the Contract unit price each for "Reset Manhole," "Reset Catch Basin," or "Reset Yard Drain," of the type specified, respectively, complete in place, which price shall include excavation, cutting of pavement, removal and replacement of pavement structure, and all materials, equipment, tools and labor incidental thereto, except when the work requires reconstruction greater than 3 feet, measured vertically, then the entire cost of resetting the unit will be paid for as Extra Work in accordance with the provisions of 1.04.05.

**Frames, Covers, and Tops** when required in connection with reset units, will be paid for at the Contract unit price each for such "Manhole Frame and Cover" or "(Type) Catch Basin Top," complete in place, including all incidental expense; or when no price exists, the furnishing and placing of such material will be paid for as Extra Work in accordance with the provisions of 1.04.05.

When the catch basin top has a stone or granite curb in its design, the curb or inlet shall be included in the cost of the "(Type) Catch Basin Top."

**Conversion of drainage structures** will be paid for at the Contract unit price each for "Convert Catch Basin to (Type) Catch Basin," "Convert Catch Basin to (Type) Manhole," or "Convert Manhole to (Type) Catch Basin," complete in place, which price shall include excavation, cutting of pavement, removal and replacement of pavement, backfill, all alterations to existing structure, all materials including catch basin frame and grate of the type specified, or manhole frame and cover, all equipment, tools and labor incidental thereto.

The maximum change in elevation of frame under these items shall not exceed 3 feet. Greater depth changes, if required, shall be paid for as Extra Work, in accordance with 1.04.05.

**Removal or abandonment of drainage structures** outside of drainage trench excavation limits as defined in 2.86.03 will be paid for at the Contract unit price each for "Remove Drainage Structure -0' to 10' Deep," "Remove Drainage Structure -0' to 20' Deep," or "Abandon Drainage Structure," which price shall include excavation, cutting of pavement, removal and replacement of pavement, backfill, and all equipment, tools and labor incidental thereto.

ITEM NO	PAY ITEM	PAY UNIT
5.87R-1 5.87R-2	(Type) Catch Basin – 0' to 10' Deep	EA
5.87R-3	Manhole (Size) – 0' to 10' Deep Yard Drain	EA. EA
5.87R-4 5.87R-5	Reset Catch Basin Reset Manhole	EA EA
5.87R-6	Reset Yard Drain	EA
5.87R-7 5.87R-8	Convert Catch Basin to (Type) Catch Basin Convert Catch Basin to (Type) Manhole	EA EA
5.87R-9	Convert Manhole to (Type) Catch Basin	EA
5.87R-10 5.87R-11	Manhole Frame and Cover (Type) Catch Basin Top	EA EA
5.87R-12 5.87R-13	Remove Drainage Structure – 0' to 10' Deep	EA EA
5.87R-13	Abandon Drainage Structure Additional Catch Basin Top/Manhole Structure Work	EA EA

# TECHNICAL SPECIFICATION 8.11R PRECAST CONCRETE CURBING

# 8.11.01 DESCRIPTION

This item shall consist of concrete curbing, furnished in accordance with the dimensions and details of the plans, and installed to the lines and grades shown on the plans.

# 8.11.02 MATERIALS

All concrete curbing shall be constructed with Class PCC04460 Concrete as defined in M.03.02.

Precast curbing shall meet the requirements of M.08.02-4.

Joint filler shall meet the requirements of M.03.08-2.

Base material, if required, shall meet the requirements of M.02.01, M.02.02 or M.05.01.

# 8.11.03 CONSTRUCTION METHODS

Construction methods shall meet the requirements of 6.01.03, as supplemented by the following: **1. Excavation:** Excavation shall be made to the required depth, and the base upon which the curbing is

to be set shall be compacted to a firm, even surface.

**2. Section Lengths and Joints:** All straight curbing sections shall be uniform length and a minimum of 8 feet.

Curved curb section lengths may vary with radii of curves.

When a gap of less than 8 feet is required for closure, the length of curbing may be varied, but no section less than 2 feet will be permitted.

For both precast and cast-in-place concrete curbing, a 1/2 inch joint shall be filled with joint filler at intervals of approximately 50 feet, and contraction joints shall be placed at intervals of approximately 15 feet.

**3.** Cast-In-Place Curbing: Forms shall be clean and founded on a moist, firm, unfrozen base and the curbing shall be constructed so that the exposed faces may be accessed before the concrete has taken final set to allow finishing. Cast-in-place curbing shall be finished in accordance with 6.01.03-II-10(b).

**4. Precast Concrete Curbing:** The Contractor shall stabilize the precast concrete curbing during installation until backfilling is complete.

Precast curbing set on a radius of 50 feet or less shall be fabricated to the required radius within the manufacturer's tolerance.

**5.** Backfilling: The backfill shall consist of approved material placed in 6 inch layers and each layer shall be thoroughly compacted. The final elevation of the backfill shall match the lines shown on the plans or as ordered by the Engineer.

6. Pavement Repair: Existing roadway pavement shall be sawcut two (2') feet from the face of curb at the location of each pedestrian ramp to be installed. Tack coat shall be applied to all vertical sawcut faces prior to placing bituminous concrete pavement repair. Once pedestrian ramp has been installed, area between face of curb and pavement sawcut shall be backfilled with compacted processed aggregate material to a minimum depth of twelve (12") inches. Local

Roads shall then be paved with a two- inch (2") thickness of bituminous concrete Class 1 (HMA S0.375) base course. Arterial Road base course shall be six inches (6") minimum of bituminous concrete Class 4 (S1.0) and then two inches of Class 1. Collector Road bas course shall be a minimum of four inches (4") of Class 4 bituminous concrete under a tow inch lift of Class 1. All areas shall then be paved with a two (2") inch thickness of bituminous concrete Class 1 (HMA S0.375) top course. Seam between pavement repair and existing bituminous concrete shall be sealed.

# 8.11.04 METHOD OF MEASUREMENT

This work will be measured for payment along the top of the curb and will be the actual number of linear feet of concrete curbing completed and accepted.

## 8.11.05 BASIS OF PAYMENT

Payment for this work will be made at the Contract unit price per linear foot for "Concrete Curbing" of the type specified, complete and accepted in place, which price shall include all excavation, materials, equipment, tools, backfilling, disposal of surplus material, and labor incidental thereto.

There will be no direct payment for furnishing, placing and compacting base material, but the cost of this work shall be considered as included in the general cost of the work.

ITEM NO	PAY ITEM	PAY UNIT
8.11R	Concrete Curbing (Precast)	L.F.

# TECHNICAL SPECIFICATION 8.13R GRANITE STONE CURBING

# 8.13.01 DESCRIPTION

This item shall consist of stone curbing, furnished in accordance with the dimensions and details of the plans, and installed to the lines and grades shown on the plans.

# 8.13.02 MATERIALS

The stone curbing shall meet the requirements of M.12.06.

The mound of concrete required at all stone curbing joints shall meet the requirements of any mix design type listed in Table M.03.02-1.

Mortar shall meet the requirements of M.11.04.

Base material, if required, shall meet the requirements of M.02.01, M.02.02 or M.05.01.

# 8.13.03 CONSTRUCTION METHODS

**1. Excavation:** Excavation shall be made to the required depth and the base upon which the curbing is to be set shall be compacted to a firm, even surface.

**2. Section Lengths and Joints:** For straight curbing, approximately 80% of the stones shall be furnished in lengths of not less than 6 feet and the remaining 20% in lengths of not less than 4 feet, interspersed at random in order to allow for closures.

Curved curb section lengths may vary with radii of curves, but no section less than 2 feet will be permitted.

The space between each section of curbing shall be 1/2 inch and shall be pointed with mortar for the full depth of the curbing. At uniform intervals of approximately 50 feet, one joint shall be left unfilled.

A mound of concrete, as shown on the plans, shall be placed at each joint prior to placing sections adjacent to the joint.

Break back of stone curbing shall be as shown on the plans.

The ends of the curbing at driveways and intersections shall be cut at a bevel or rounded, as directed by the Engineer.

**3.** Curved Stone Curbing: This shall be defined as curbing set on a radius of 100 feet or less and shall be fabricated to the required radius within the manufacturer's tolerance.

**4. Backfilling:** The backfill shall consist of approved material placed in 6 inch layers and each layer shall be thoroughly compacted. The final elevation of the backfill shall match the lines shown on the plans, or as ordered by the Engineer.

**5.** Pavement Repair: Existing roadway pavement shall be sawcut two (2') feet from the face of curb at the location of each pedestrian ramp to be installed. Tack coat shall be applied to all vertical sawcut faces prior to placing bituminous concrete pavement repair. Once pedestrian ramp has been installed, area between face of curb and pavement sawcut shall be backfilled with compacted processed aggregate material to a minimum depth of twelve (12") inches. Local Roads shall then be paved with a two- inch (2") thickness of bituminous concrete Class 1 (HMA S0.375) base course. Arterial Road base course shall be six inches (6") minimum of bituminous concrete Class 4 (S1.0) and then two inches of Class 1. Collector Road base course shall be a minimum of four inches (4") of Class 4 bituminous concrete under a tow inch lift of Class 1. All

areas shall then be paved with a two (2") inch thickness of bituminous concrete Class 1 (HMA S0.375) top course. Seam between pavement repair and existing bituminous concrete shall be sealed.

# 8.13.04 METHOD OF MEASUREMENT

This work will be measured for payment along the top arris line of the curb and will be the actual number of linear feet of stone curbing or curved stone curbing completed and accepted. Pavement repair will be paid for under a separate item.

# 8.13.05 BASIS OF PAYMENT

Payment for this work will be made at the Contract unit price per linear foot for "Stone Curbing" or "Curved Stone Curbing," of the type and size specified, complete and accepted in place, which price shall include all excavation, materials, equipment, tools, backfilling, disposal of surplus material and labor incidental thereto.

There will be no direct payment for furnishing, placing and compacting base or bedding material, beveling or rounding the ends of the curbing and pointing the joints with mortar, but the cost of this work shall be considered as included in the general cost of the work.

ITEM NO	PAY ITEM	PAY UNIT
8.13R-1	Granite Stone Curbing (Type-Size)	L.F.
8.13R-2	Granite Curved Stone Curbing	L.F.

# TECHNICAL SPECIFICATION 8.14R RESET STONE CURBING

### 8.14.01 DESCRIPTION

This work shall consist of the removing and resetting or adjusting of existing stone curbing to the lines and grades given, in accordance with the dimensions and details of the plans or as ordered and in conformity with these specifications.

## 8.14.02 MATERIALS

All existing curbing which is acceptable shall be used. The reset stone curbing shall be in lengths of not less than 4 feet long, except where necessary for closures, where no piece shall be less than 3 feet long. Mortar for this work shall be as specified in M.11.04.

## 8.14.03 CONSTRUCTION METHODS

The construction methods for this work shall meet the requirements of 8.13.03 for stone curbing, as supplemented by the following requirements:

The curbing to be reset shall be removed with care to avoid damage and, if ordered, shall be transported to a point or points on the project which will allow all the reset curbing to be installed in continuous lines. Curbing removed and not reset shall remain the property of the City unless otherwise ordered by the Engineer and shall be transported to such points, adjacent to the work, as the Engineer may designate. Where adjustments only have to be made to curbing, such adjustments shall be carried out as specified by the Engineer.

Existing roadway pavement shall be sawcut two (2') feet from the face of curb at the location of each pedestrian ramp to be installed. Tack coat shall be applied to all vertical sawcut faces prior to placing bituminous concrete pavement repair. Once pedestrian ramp has been installed, area between face of curb and pavement sawcut shall be backfilled with compacted processed aggregate material to a minimum depth of twelve (12") inches. Local Roads shall then be paved with a two- inch (2") thickness of bituminous concrete Class 1 (HMA S0.375) base course. Arterial Road base course shall be six inches (6") minimum of bituminous concrete Class 4 (S1.0) and then two inches of Class 1. Collector Road base course shall be a minimum of four inches (4") of Class 4 bituminous concrete under a tow inch lift of Class 1. All areas shall then be paved with a two (2") inch thickness of bituminous concrete Class 1 (HMA S0.375) top course. Seam between new pavement repair and existing bituminous concrete pavement hall be sealed.

#### 8.14.04 METHOD OF MEASUREMENT

This work will be measured for payment by the actual number of linear feet of the class of curbing, reset and accepted. Measurement shall be made along the top arris line of face of curb.

## 8.14.05 BASIS OF PAYMENT

This work will be paid for at the Contract unit price per linear foot for "Reset Curbing," or "Reset Curved Stone Curbing", complete in place, which price shall include all materials, equipment, tools and labor incidental thereto and all excavation, backfilling, disposal of surplus material and all drainage openings.

There will be no direct payment for furnishing, placing and compacting granular base, beveling or rounding the ends of the curbing, sealing the joints with mortar, removing the curbing and hauling it to any location on or adjacent to the project as directed by the Engineer; but the cost of this work shall be considered as included in the general cost of the work.

ITEM NO	PAY ITEM	PAY UNIT
8.14R-1	Reset Stone Curbing	L.F.
8.14 <b>R-</b> 2	Reset Curved Stone Curbing	L.F.

# TECHNICAL SPECIFICATION 9.21R CONCRETE SIDEWALKS AND PEDESTRIAN RAMPS

### 9.21.01 DESCRIPTION

Work under this section shall consist of the construction of Portland Cement Concrete (PCC) sidewalks and pedestrian ramps (PCC Pedestrian Ramps) in conformance with Section 9.21 of the Conn DOT Form 816.

The work of the PCC Pedestrian Ramp shall include furnishing and installing an ADA compliant tactile tile warning surface in the location and to the dimensions and details shown in the plans, or as directed by the Engineer.

#### 9.21.02 MATERIALS

Materials used for concrete sidewalks and concrete pedestrian ramps shall conform to Article 9.21.02 of Form 816 with the following addition:

**Detectable/Tactile Warning Surface** shall be Armor-Tile ADA-C2436-YW tile or approved equal. Color as directed by City.

**Liquid membrane-forming curing compound** shall be as specified in M.03.04-3 of Form 818 and shall be used on all sidewalks and ramps except as directed otherwise.

Welded wire fabric of the size and type indicated on plans must be used on driveway aprons. Upon approval of City, fiber mesh reinforcement may be used in lieu of welded wire fabric on sidewalks and ramps.

#### Submittals:

The following shop drawings or submittals must be reviewed and approved by City prior to work:

- a. Source of concrete and concrete design mix
- b. Detectable /Tactile Warning Surface
- c. Fiber mesh
- d. Welded wire fabric
- e. Preformed expansion joint material

## 9.21.03 CONSTRUCTION METHODS

Work shall be performed in conformance with the requirements of Articles 9.21.03 of Form 816 with these additions:

Excavation, including removal of any existing sidewalk, ramp or curb must be made to the required depths below the finished grade, as shown on the plans or details. All soft and yielding material must be removed and replaced with suitable material

Where new concrete curbing is called for adjacent to the proposed sidewalk, these procedures shall be followed:

Curbing **shall** be poured monolithic with adjacent PCC Pedestrian Ramps. Curbing may be poured monolithic with adjacent PCC Sidewalks.

The ADA compliant tactile tile, for the PCC Pedestrian Ramps, shall be set directly in poured concrete in accordance with the Manufacturer's recommendations at the locations shown on the plans or as directed by the Engineer. The contractor shall place two 25-pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

When removing granite stone, bluestone or concrete curbing adjacent to the roadway for the installation of the sidewalk or ramp, saw cut two feet (2'0 / twenty-four inches (24'') into the roadway. After ramp, curb or sidewalk has been completed, place bituminous concrete repair as described below.

All existing gas and water service curb boxes and sewer vent covers within the limits of sidewalk construction shall be reset flush to the finished grade of the sidewalk prior to the placement of concrete. All utilities penetrating vertically through the sidewalk shall be separated from the concrete by the installation of expansion joint filler around their perimeter. PVC sleeves for sign and fence posts shall be cast-in-place within the sidewalk at the same locations as the existing sign and fence posts, and at other locations as directed by the Engineer. All other work within the sidewalk/curb limits shall be completed prior to placement of the concrete, including but not limited to, adjustment of frames, grates, covers, vents and utility boxes.

Tree roots 1 inch in diameter and greater shall be carefully cut at the limit of excavation and temporarily covered with wet burlap. Exposed roots shall be permanently covered with earth as soon as possible. If work is not completed in the area of exposed roots by the end of the day, the exposed root shall be temporarily covered with earth overnight. The cost of root protection and pruning shall be included in the unit price bid.

Existing roadway pavement shall be sawcut two (2') feet from the face of curb at the location of each pedestrian ramp to be installed. Tack coat shall be applied to all vertical sawcut faces prior to placing bituminous concrete pavement repair. Once pedestrian ramp, curb or sidewalk has been installed, area between face of curb and pavement sawcut shall be backfilled with compacted processed aggregate material to a minimum depth of twelve (12") inches.

Local Roads shall then be paved with a two- inch (2") thickness of bituminous concrete Class 1 (HMA S0.375) base course.

Arterial Road base course shall be six inches (6") minimum of bituminous concrete Class 4 (S1.0) and then two inches of Class 1.

Collector Road bas course shall be a minimum of four inches (4") of Class 4 bituminous concrete under a tow inch lift of Class 1.

All areas shall then be paved with a two (2") inch thickness of bituminous concrete Class 1 (HMA S0.375) top course. Seam between pavement repair and existing bituminous concrete shall then be sealed.

When connecting a new concrete sidewalk, ramp or curb to a section of existing material, the connection point must be at the nearest joint not to exceed fifteen feet (15') unless otherwise directed by the City.

The City reserves the right to perform on-site concrete testing, air tests, slump tests and constructing concrete cylinders for break test. Contractor shall assist as required and provide concrete materials for such tests as required or as directed.

It should be noted that the thicknesses and depths shown on the project plans and details are the MINIMUM acceptable thickness and depths. Installed materials that do not meet these minimums shall be removed and replaced at Contractor's expense.

Furnish and install PVC sign post sleeves per detail on plans in locations with existing signs to be reinstalled or replaced and as directed by City.

## **Backfilling and Removal of Surplus Material:**

The sides of the sidewalk or ramp must be backfilled with suitable material thoroughly compacted flush with the surface of the sidewalk or ramp including turf establishment. All surplus material must be removed and the site left in a clean, neat and presentable condition to the sole satisfaction of the City.

## 9.21.04 METHOD OF MEASUREMENT:

**Portland Cement Concrete Sidewalk and Ramp:** This work will be measured for payment by the actual number of square feet completed. Width shall be measured horizontally from the back of the curb to the back of the sidewalk. Concrete curb poured monolithically with the sidewalk will be measured for payment under a separate item. Concrete thickness shall be a minimum of five inches (5") for pedestrian sidewalks and eight inches (8") for Driveway Ramps or Aprons.

**Portland Cement Concrete Sidewalk with Monolithic Curb:** This work will be measured for payment by the actual number of square feet completed. Width shall be measured horizontally from the front of the curb to the back of the sidewalk.

**PCC Pedestrian Ramp:** This work will be measured for payment by the actual number of square feet completed. Width shall be measured horizontally from the front of the curb to the back of the sidewalk. Concrete curb poured monolithically with the ramp is included under this item and will **not** be measured for payment.

**Removal of Existing Sidewalk and Driveway Aprons:** Removal of existing bituminous concrete and Portland cement concrete sidewalks and driveway aprons shall be included under this item. No separate payment shall be made for this work. Saw cutting associated with excavation for new concrete sidewalk, curb or ramps shall be measured and paid for separately.

**Excavation, Backfill, Disposal of Surplus Material and Granular Fill:** This work will not be measured for payment, but the cost shall be considered as included in the Contract unit price for the sidewalks, curbs, ramps and driveway aprons.

**Reinforcement:** This work will not be measured for payment, but the cost shall be considered as included in the Contract unit price for the sidewalks, ramps and driveway aprons.

**Detectable/Tactile Warning Surface:** For new construction (cast in place), this work will be measured for payment by the actual number of each ramp where detectable warning trip has been installed and accepted, regardless of number of tiles installed.

#### 9.21.05 BASIS OF PAYMENT

This work will be paid for at the Contract Unit Price per square foot for "Portland Cement Concrete (PCC) Sidewalk (Thickness")", "Portland Cement Concrete (PCC) with Monolithic Curb" or "PCC Pedestrian Ramp", complete and in place, which price shall include excavation, backfill, disposal of surplus material, granular base, reinforcement, equipment, tools materials, and labor incidental thereto, "Detectable Warning Strip" shall be paid for per each unit, complete and accepted in pace, Precast or Cast-in-Place Concrete curb shall be paid for as a separate item when installed adjacent to PCC sidewalk and not monolithically. Concrete curb shall be included in the unit price for PCC Pedestrian Ramp.

ITEM NO	PAY ITEM	PAY UNIT
9.21R-1 9.21R-2	Portland Cement Concrete (PCC) Sidewalk (5") Portland Cement Concrete (PCC) Sidewalk (5")	S.F.
7,211 <b></b> 2	with Monolithic Curb	S.F.
9.21R-3	Portland Cement Concrete (PCC) Sidewalk (8")	S.F.
9.21R-4	PCC Pedestrian Ramp	S.F.
9.21R-5	Detectable Warning Strip	EA.
9.21R-6	Portland Cement Concrete Sidewalk with Integral	
	Rear Curb	S.F.

# **TECHNICAL SPECIFICATION 9.22R**

# BITUMINOUS CONCRETE DRIVEWAY BITUMINOUS CONCRETE SIDEWALK BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)

#### 9.22.01 DESCRIPTION

Work under this item shall consist of removal of existing driveway pavement, excavation to the proper depth, formation of subgrade, placement of base material and placement of bituminous concrete pavement to the lines and grades as shown on the plans and/or as directed by the Engineer. Work under this item shall conform to the applicable requirements of Section 9.22 of Form 818.

## 9.22.02 MATERIALS

Base material shall be processed aggregate conforming to the requirements of Article M.02.01. Bituminous concrete shall conform to the requirements of Article M.04, Class 2 (HMA S0.375)

#### 9.22.03 CONSTRUCTION METHODS

The existing pavement structure shall be saw cut and removed to subgrade within the neat lines of the pavement saw-cuts. All soft and yielding material shall be removed and replaced with suitable material. All excavated materials shall be properly disposed of off-site. Placement and compaction of base materials and bituminous concrete shall be in accordance with Article 9.22.03 of Form 818.

Gravel or reclaimed miscellaneous material for the base course shall be uniformly spread to the required depth and thoroughly compacted with a roller of at least 500 pounds.

Bituminous surface course shall be constructed in accordance with the requirements of 4.06 of the Form 818, except that materials may be spread by hand and thoroughly compacted multiple passes of roller weighing at least 500 pounds.

The sides of the driveway or sidewalk shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk or driveway. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the City.

In sections inaccessible to the roller, the base course, surface course and backfill shall be handtamped with tampers weighing not less than 12 pounds, the face of which shall not exceed 50 square inches.

#### 9.22.04 METHOD OF MEASUREMENT

This work shall be measured for payment as the actual area, in square yards, of driveway or sidewalk pavement removed and replaced on a reconstructed base course, as directed by the Engineer.

Excavation below the finished grade of the sidewalk or driveway, backfilling, disposal of surplus material, and saw cutting will not be measured for payment, but the cost shall be included in the price bid for the sidewalk or driveway. Excavation above the finished grade of the sidewalk or

driveway will be classified and paid for in accordance with section 2.02. Granular fill or reclaimed material shall not be measured or paid for separately.

# 9.22.05 BASIS OF PAYMENT

This work will be paid for at the contract unit price, per square yard, for "Bituminous Concrete Driveway", "Bituminous Concrete Sidewalk" or "Bituminous Concrete Driveway (Commercial), complete and in place, which price shall include all materials, equipment, tools and labor, incidental thereto.

ITEM NO	PAY ITEM	PAY UNIT
9.22R-1	Bituminous Concrete Sidewalk	S.Y.
9.22R-2	Bituminous Concrete Driveway	S.Y.
9.22R-3	Bituminous Concrete Driveway - Commerc	ial S.Y.

# TECHNICAL SPECIFICATION 9.44R FURNISH AND PLACE TOPSOIL

#### 9.44.01 DESCRIPTION

This work shall consist of furnishing, placing and shaping topsoil in areas shown on the plans or where directed by the Engineer. The topsoil shall be placed to a depth of 4 inches unless stated otherwise in the Contract or shown on plans.

## 9.44.02 MATERIALS

The materials shall meet the requirements of M.13 of Form 818.

### 9.44.03 CONSTRUCTION METHODS

Any material delivered to the Project, which does not meet the proper pH requirements for that soil must be amended on Site prior to final acceptance.

The areas on which topsoil is to be placed shall be graded to a reasonably true surface. Topsoil shall then be spread and shaped to the lines and grades shown on the plans, or as directed by the Engineer. The required depth to which the topsoil is to be placed is to be the depth after settlement or compaction of the material has taken place. Topsoil placed adjacent to sidewalk or curbing shall be flush with adjacent surface after compaction or settlement. All stones, roots, debris, sod, weeds and other undesirable material shall be removed. After shaping and grading, all trucks and other equipment shall be excluded from the finished areas to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep the finished areas in acceptable condition until the completion of the construction work.

## 9.44.04 METHOD OF MEASUREMENT

This work shall be measured for payment by the number of square yards of area on which the placing of topsoil has been completed and the work accepted.

#### 9.44.05 BASIS OF PAYMENT

Payment for this work will be made at the Contract unit price per square yard for "Furnishing and Placing Topsoil" which price shall include all materials, application of lime if necessary, equipment, tools, labor and work incidental thereto.

ITEM NO	PAY ITEM	PAY UNIT
9.44R	Furnish and Place Topsoil	S.Y

# TECHNICAL SPECIFICATION 9.50R TURF ESTABLISHMENT

### 9.50.01 DESCRIPTION

The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer. Sowing shall be by traditional installation or hydroseed methods.

The work shall also include the installation of erosion control matting, as shown on the plans or where designated by the Engineer, consisting of mulch and netting woven together as a unit.

# 9.50.02 MATERIALS

Seed shall meet the requirements of Section M.13.04 of the Form 818.

Fertilizer shall meet the requirements of Section M.13.03 of the Form 818.

Mulch shall be either wood fiber, hay or straw and shall meet the requirements of M.13.05 of the Form 818.

Erosion control matting, if required, shall be from the Department's <u>Qualified Products List</u> and shall meet the requirements of M.13.09 of the Form 818.

# 9.50.03 CONSTRUCTION METHODS

Construction methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

**Surface Preparation:** Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. All disturbed soil areas at final grade shall be seeded within 7 days, or as directed by the Engineer, in accordance with these specifications. In all cases, the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

**Slope and embankment areas** shall be made friable and receptive to seeding by disking or by other approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface. Seeding shall not be permitted until all weed growth is removed.

Seeding Season: The optimal calendar dates for seeding are:

Spring – March 15-June 30 Fall – August 15 – October 31

All disturbed soil areas at final grade shall be seeded within 7 days or as directed by the Engineer, in accordance with these specifications. Any seeding outside the optimal dates shall be performed in the same manner. Since acceptable turf establishment is less likely, the Contractor shall be responsible for reseeding until the turf stand conforms to 9.50.03-5 of the Form 818.

Sowing Methods: The Contractor shall sow the grass seed mixture using traditional methods or by hydroseeding

Sowing by **Traditional Methods**: The rate of application shall be no less than 175 lb./acre. Fertilizer shall be initially applied at a rate of 320 lb./acre during or preceding seeding. When wood fiber mulch is used, it shall be applied in water slurry at a rate of 2,000 lb./acre with or immediately after the application of seed, fertilizer and limestone (if limestone is required).

Tackifier may be used with straw mulch as proposed by the Contractor. When the grass seeding growth has attained a height of 6 inches, the specified grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 lb./acre.

Sowing by **Hydroseeding**: If hydroseeding is proposed to be used, the Contractor shall furnish a Hydroseeding Plan for the Engineer's acceptance two weeks prior to the start of this work. The Hydroseeding Plan shall include the following:

- Proposed Manufacturer and copy of the Manufacturer's recommended application rates for various grades and hose angles of application, for the Site's soil type(s) and expected weather conditions.

- Number of square feet (s.f.) of seeding that can be covered with the quantity of solution per hydro-seeder.

- Time between mixing of slurry and seed in hydroseeding tank and application.

- Type of hydroseed machine including nozzle type, including automation information if applicable.

If the Hydroseeding Plan is accepted for use, deviation from 9.50.03-1 (Surface Preparation) of the Form 818 will not be allowed. Hydroseeding shall not be used if the extended weather patterns are hot and dry and the soil surface is dry and dusty, unless the Contractor's submission addresses application of straw or hay mulch and addresses follow up maintenance 9i.e. additional watering) for "drought conditions".

The hydroseed tank and hose(s) shall be completely flushed and cleaned each day before seeding is to be started, and shall also be thoroughly flushed of all residue after application to every 10 acres.

**Disturbance**: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where any disturbance has occurred, the Contractor shall rework the soil to make a suitable seedbed, then re-seed and mulch such areas with the full amounts of the specified materials, at no additional cost to the City.

**Stand of Perennial Turf Grasses**: The Contractor shall provide and maintain a uniform stand of established turf grass species, having attained a height of 6 inches and consisting of no less than 60% coverage per square foot throughout the seeded areas until the entire Project has been accepted. Re-seeding required to achieve and maintain a uniform stand of established turf grass species shall be at no additional cost to the City.

**Establishment**: The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and shall mow at its own expense all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 inches when the grass growth attains a height of 6 inches. Mowing shall be done at least once, but for multiple-year projects mowing shall be done at least twice per year.

Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement, or elsewhere on adjacent properties publicly and privately owned.

**Erosion Control Matting:** Erosion control matting shall be installed following seeding where called for on the plans or as directed by the Engineer. Staples shall be installed as per manufacturer's recommendations. Where 2 lengths of matting are joined, the end of the up-grade strip shall overlap the down-grade strip per the manufacturer's recommendations.

The Contractor shall maintain and protect the areas with erosion control matting until such time as the turf grass is established. The Contractor shall replace or repair at its own expense any and all erosion control matting areas damaged by fire, water or other causes including the operation of construction equipment. No mowing will be required in the locations where erosion control matting is installed.

#### 9.50.04 METHOD OF MEASUREMENT

This work will be measured for payment by the number of square yards of surface area of accepted, established perennial turf grass.

Erosion control matting will be measured by the number of square yards of surface area of erosion control matting installed and accepted.

#### 9.50.05 BASIS OF PAYMENT

This work will be paid for at the Contract unit price per square yard for "Turf Establishment" which price shall include all materials, mowing, maintenance, equipment, tools, labor and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

Erosion control matting will be paid for at the contract unit price, per square yard for "Erosion Control Matting (Type)" complete in place and accepted, which price shall include the mulch, netting, staples, maintenance, equipment, tools labor, and work incidental thereto.

ITEM NO	PAY ITEM	PAY UNIT
9.50R-1	Turf Establishment	S.Y.
9.50R-2	Erosion Control Matting	S.Y.

# TECHNICAL SPECIFICATION 9.70 TRAFFICPERSON (MUNICIPAL POLICE OFFICER) TRAFFICPERSON (UNIFORMED FLAGGER)

# 9.70.01 DESCRIPTION

Work under this item shall consist of the provision of the services of Municipal Police Officers or uniformed flaggers at such locations and for such periods as may be necessary to provide for the safe flow of vehicular and pedestrian traffic. These services shall be provided when, in the opinion of the Engineer, such services are deemed necessary. Trafficpersons shall consist of the following types:

Municipal Police Officers shall be uniformed off-duty Police Officers from the Waterbury Police Department.

Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC) or other programs approved by the Engineer. A copy of the Flagger's training certificate shall be provided to the Engineer before the Flagger performs any work on the project. Uniformed Flaggers shall conform to Chapter 6E, Flagger Control, in the Manual of Uniformed Traffic Control Devices (MUTCD) and shall wear high-visibility safety apparel, use a STOP/SLOW paddle that is at least 18 inches (450 millimeters) in width with letters at least 6 inches (150 millimeters) high. The paddle shall be mounted on a pole of sufficient length to be 6 feet (1.8 meters) above the ground as measured from the bottom of the sign.

When uniformed Waterbury Police Officers are to be employed, the Contractor shall make all arrangements to obtain such services and shall pay all expenses related thereto including the salaries of the officers.

Trafficpersons are to direct vehicular and pedestrian traffic only and are not to serve as watchmen for the Contractor's tools, equipment or material. Whether or not Municipal Police Officers or uniformed flaggers are used by the Contractor, he shall not be relieved of his responsibility for the maintenance and protection of traffic as specified in other sections of this Contract. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

## 9.70.03 CONSTRUCTION METHODS

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, Engineer, and State Police, if applicable, to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to the start of work.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an

unplanned, emergency, or short-term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to take direction only from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

### 9.70.04 METHOD OF MEASUREMENT

Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

Trafficpersons shall not work more than 12 hours in any one 24-hour period. In case such services are required for more than 12 hours, additional Trafficpersons shall be furnished and measured for payment. In cases where the Trafficperson is an employee on the Contractor's payroll, payment under the item "Trafficperson (Uniformed Flagger)" will be made only for those hours when the Contractor's employee is performing Trafficperson services.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers or Uniformed Flaggers.

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

# 9.70.05 BASIS OF PAYMENT

Trafficpersons will be paid in accordance with the schedule described herein. There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

**Municipal Police Officer:** This work will be paid for at the contract unit price, per man-day for "Trafficperson (Municipal Police Officer)" which the price shall include all clothing, equipment, accessories and labor incidental thereto. Payment shall be compensation to the Contractor for out of pocket payment for the uniformed trafficperson.

**Uniformed Flagger:** Uniformed flaggers will be paid for at the contract unit price per hour for "Trafficperson (Uniformed Flagger)", which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the trafficpersons ordered.

ITEM NO	PAY ITEM	PAY UNIT
9.70R-1	Trafficperson (Municipal Police Officer)	Man-Day
9.70R-2	Trafficperson (Uniformed Flagger)	Hour

# **END OF SECTION**

# TECHNICAL SPECIFICATION 9.71-R MAINTENANCE AND PROTECTION OF TRAFFIC

#### 9.71.01 DESCRIPTION

Work under this section shall be in conformance with Section 9.71.01, 9.76.01, 9.77.01, 9.78.01 and 9.79.01 of Form 818, except as modified herein.

Work under this item shall consist of the provision of all items and personnel as may be necessary to provide for the safe flow of vehicular and pedestrian traffic at all times during the duration of the Contract. These services shall be such that a sufficient number of travel lanes and pedestrian walkways are provided to move that traffic ordinarily using the roadway. The travel lanes and pedestrian pass-ways shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference to traffic consistent with the proper prosecution of the work.

All work shall be conducted in such a manner as to provide minimal interference with existing business and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction activities. The Contractor shall at all times keep the street and sidewalks open for pedestrian and two-way vehicular traffic, except for those areas where he is actively working, with the approval of the Engineer.

The Contractor shall maintain and protect traffic as follows and as limited in Form 818 Section 1.08 "Prosecution and Progress":

The Contractor shall maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Where sidewalks are impeded, Contractor shall provide means to safely guide pedestrians around work zone and provide required signage.

Excepted therefrom will be those periods, <u>during the allowable periods</u>, when the Contractor is actively working, at which time the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet.

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

#### 9.71.02 MATERIALS

Work under this section shall be in conformance with Section 9.76.02, 9.77.02, 9.78.02, and 9.79.02 of Form 818 and the Federal Manual on Uniform Traffic Control Devices for Streets and Highways, except as modified herein.

# 9.71.03 CONSTRUCTION METHODS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

The Contractor shall furnish a sufficient number of signs, barricades, drums, traffic cones, and delineators and steel plates to forewarn traffic of the construction as shown on the traffic control plan or as directed by the Engineer. Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. If so directed, the Contractor shall furnish and erect signs legally closing the roadway to traffic, as shown on the plans or as directed by the Engineer, prior to commencing any work.

# Work Zone Safety Meetings

Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of the City of Waterbury Department of Engineering, Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. The Safety Meeting agenda shall follow this format:

- 1. Review Project scope of work and time.
- 2. Review Section 1.08, Prosecution and Progress of Form 818.
- 3. Review Section 9.70, Trafficperson of the Technical Specifications.
- 4. Review Contractor's schedule and method of operations.
- 5. Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
- 6. Open discussion of work zone questions and issues.

7. Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

# Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

The Contractor shall also provide such safety measures, pavement markings, warning devices, incidental flagmen, and signs deemed necessary to safeguard and guide the traveling public through any detours ordered by the Engineer, included in the approved maintenance scheme, or as shown on the plan. The Contractor shall erect, maintain, move, adjust, clean, relocate, store all signs, barricades, drums, traffic cones, and delineators when, where, and as directed by the Engineer. The use of unauthorized or unapproved signs, barricades, drums, traffic cones, or delineators will not be permitted.

All signs in any one signing pattern shall be mounted at the same height above the pavement. The Contractor shall keep all signs in proper position, clean and legible at all times. The Contractor shall maintain the site so that no weeds, shrubbery, construction materials, equipment or soil will obscure any sign, light, or barricade. Signs that no longer pertain to the project conditions shall be removed or adjusted from the view of traffic.

Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration. Traffic drums shall be used to delineate raised catch basins and other hazards.

Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

#### **Traffic Control Patterns**

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

Speed and volume of traffic Duration of operation Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist. Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate traffic person shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions. Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

Posted Speed Limit Miles	Minimum Taper Length In Feet For
Per Hour	A Single Lane Closure
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

Table I	- Mini	mum	Taner	Lengths
1 able 1	- mm	mum	Taper	Lenguis

# Installing and Removing Traffic Control Patterns

Lane closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area. Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

Stopping traffic may be allowed:

• As per the contract for such activities as blasting, steel erection, etc.

• During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.

• To move slow moving equipment across live traffic lanes into the work area.

The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.

Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.

If the required minimum number of signs and equipment are not available, the traffic control pattern shall not be installed.

The Contractor shall have back-up equipment (construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.

Failure of the Contractor to have the required minimum number of signs and equipment, which results in the traffic control pattern not being installed, shall not be a reason for a time extension.

# **Pavement Markings**

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

Contractor shall install permanent pavement markings on the final course of bituminous concrete pavement by the end of the work day. If the permanent pavement markings are not installed by the end of the work day, then Temporary Plastic Pavement Marking Tape shall be installed and the permanent pavement markings shall be installed by the end of the work day on Friday of that week.

If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the permanent pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

NOTE: Painted pavement markings will not be allowed as a substitution for either the permanent pavement markings or the Temporary.

# **Dust Control**

The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the street free of accumulations of sand or similar materials. No payment will be made for this work.

## Snow and Ice Removal

When ordered by the Engineer, the Contractor shall remove snow and take care of ice on temporary, new and existing sidewalks within the limits of the project. No payment will be made for this work.

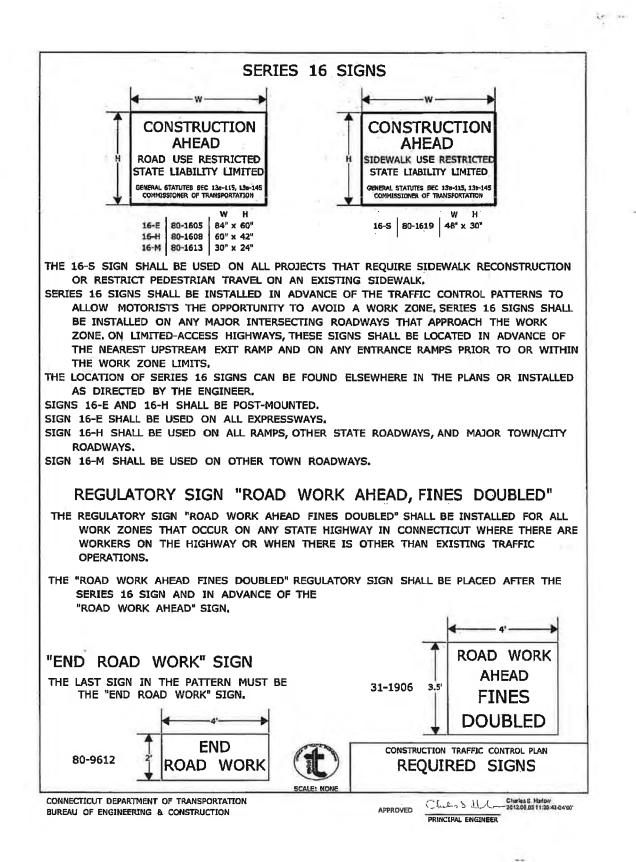
# 9.71.04 METHOD OF MEASUREMENT

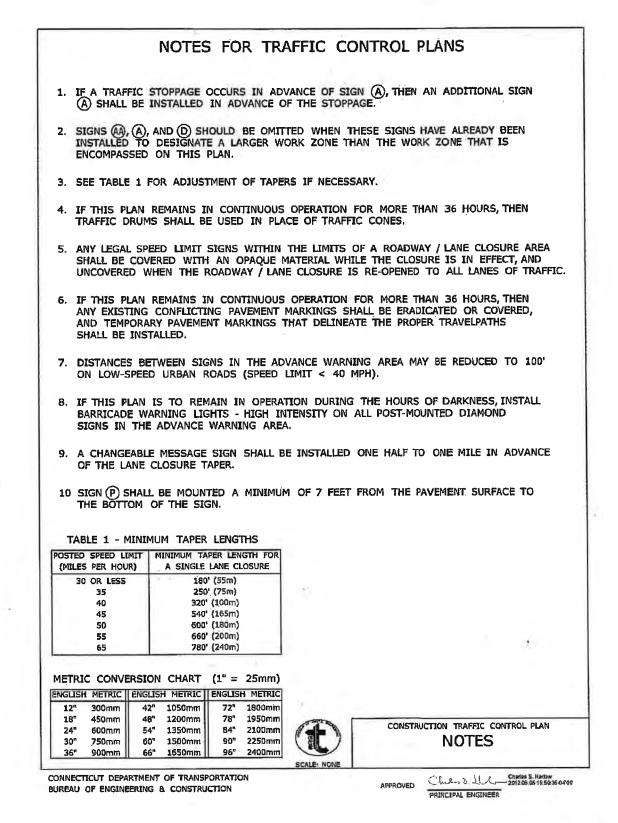
Maintenance and Protection of Traffic will not be measured for payment but shall be paid as a lump sum item.

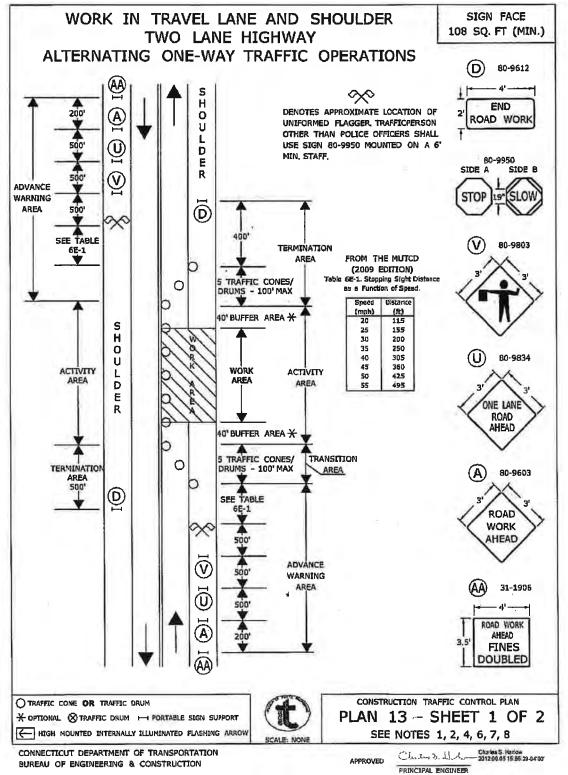
# **9.71.05 PAYMENT**

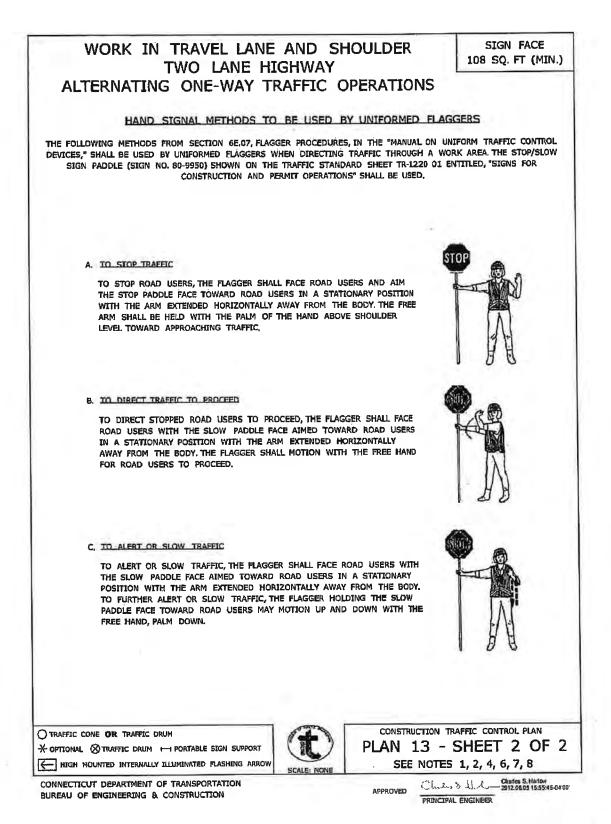
The work under this item will be paid for at the Contract lump sum price for "Mobilization and Project Closeout", which price shall include al. materials, equipment, tools, transportation, labor and work incidental thereto. No separate payment shall be made for work required under this Section of the Specifications and the cost thereof shall be deemed to be included in the various Contract Unit Prices for other items of work that directly affect the work of this Section.

# **END OF SECTION**

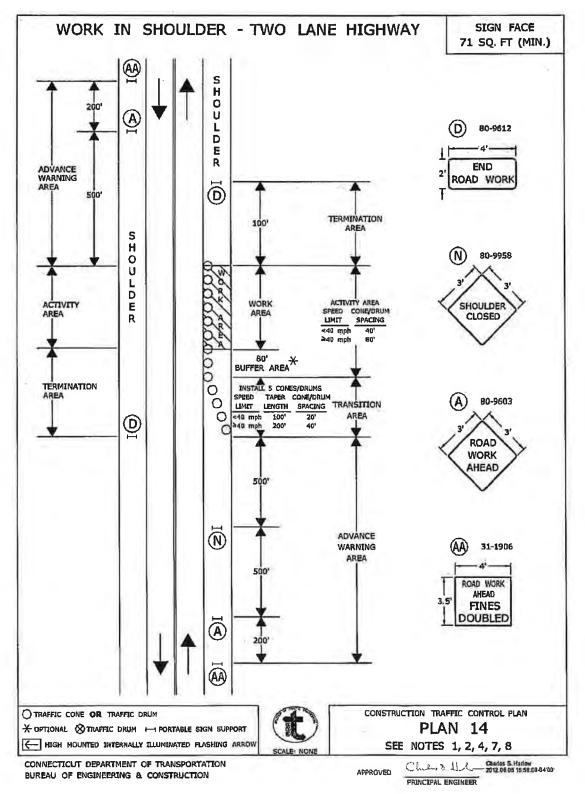




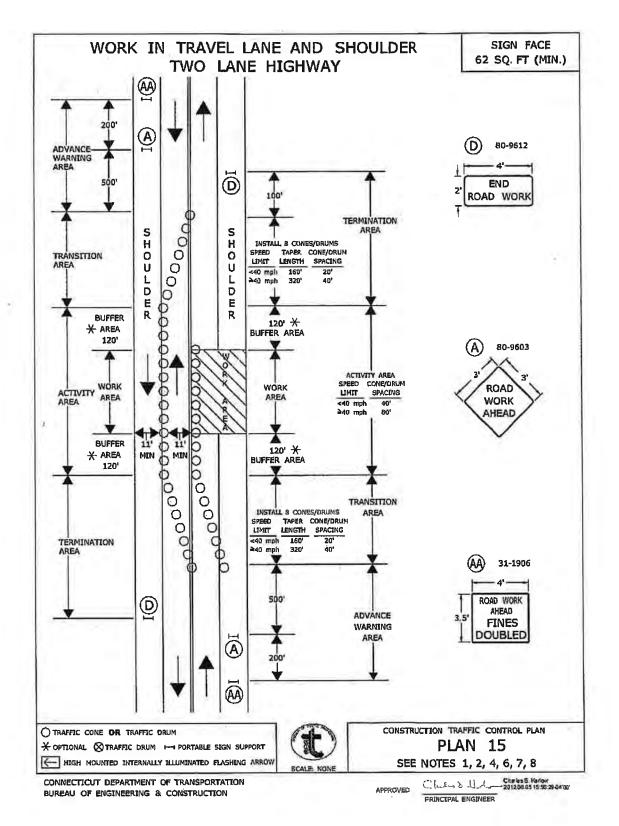


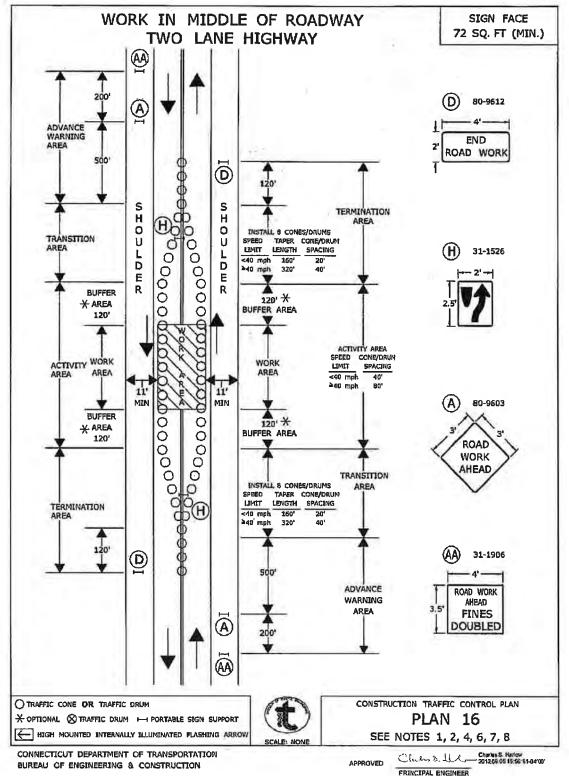


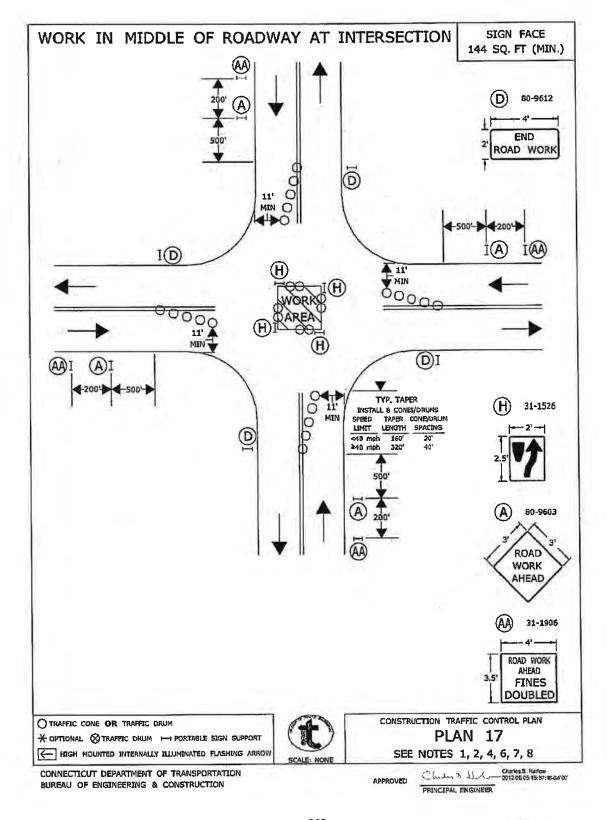
Rev. Date 4/16/2015



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# TECHNICAL SPECIFICATION 9.75-R MOBILIZATION AND PROJECT CLOSEOUT

#### 9.75.01 DESCRIPTION

Work under this section shall be in conformance with Section 9.75 of Form 818, except as modified herein.

#### 9.75.04 METHOD OF MEASUREMENT

All mobilization, demobilization and/or project closeout costs will be measured for payment but shall be included in the work for which it is required. This cost shall include all labor, equipment and materials required for mobilization, demobilization and closeout per site.

- 1.) When the first Project payment is accepted by City, 25% of the lumps sum bid price for this item shall be certified for payment.
- 2.) When 15% of the total original Contract price is certified by the City, 70% of the lump sum price for this item, minus any previous payments made to the Contractor under this item, will be certified for payment.
- 3.) When 30% of the total original Contract price is certified by the City, 85% of the lump sum price for this item, minus any previous payments made to the Contractor under this item, will be certified for payment.
- 4.) When the project is accepted by the City, 100% of the lumps sum price of this item, minus any previous payments made to the Contractor for this item, will be certified for payment. When this payment is made, the Contractor should have received full Contract payment for this item.

# 9.75.05 BASIS OF PAYMENT

Payment for this item will be paid for at the Contract lump sum price for "Mobilization and Project Closeout," which price shall include materials, equipment, tools, transportation, labor and all work incidental thereto. Payment for this work shall only be made once.

ITEM NO	PAY ITEM	PAY UNIT
9.75R	Mobilization and Project Closeout	L.S.

**END OF SECTION** 

# TECHNICAL SPECIFICATION 13.02R CURB BOXES, SEWER VENT COVERS, HANDHOLES

# **13.02.01 DESCRIPTION**

Work under this item shall consist of the resetting of existing water and gas service curb boxes or sewer vent covers that are impacted by the proposed sidewalk or roadway construction. All work shall be performed in a manner that will cause the least inconvenience to the affected property owner. All reset boxes are to be flush with adjacent surface.

#### 13.02.02 MATERIALS

New water curb boxes, when required, shall be two-piece gray cast iron, 2-1/2" diameter slide type. Bottom section shall be 39" long and the top section shall be 24" long with cover attached with a brass bolt. Bury depth shall be five (5') feet. Gas boxes shall be as specified by utility company. Extension rings shall be provided as required by City or utility company. Sanitary sewer vent covers are to be Campbell Foundry Pattern 4160 or approved equal.

### **13.02.03 CONSTRUCTION METHODS**

Curb boxes or gate valve covers shall be raised or lowered to the reconstructed finished grade as directed by the Engineer. Excavation and backfilling around reset boxes or covers shall be performed by hand. Damaged water and gas curb boxes within the limits of construction shall be replaced as directed. Where boxes are to be raised and extension rings cannot be used, the adjacent surface shall be removed from around the gate box and the gate box lifted to meet the proposed grade. The Contractor shall be required to clean any and all gate boxes as required. Installation to be in accordance with utility company standards and regulations. Such work includes the following: performing test pits, dewatering, excavation, making corrections, backfilling and all other tasks required to reset a gate box.

## **13.02.04 METHOD OF MEASUREMENT**

This item will be measured for payment by the number of water or gas curb boxes or sewer vent covers reset as directed.

# **13.02.05 BASIS OF PAYMENT**

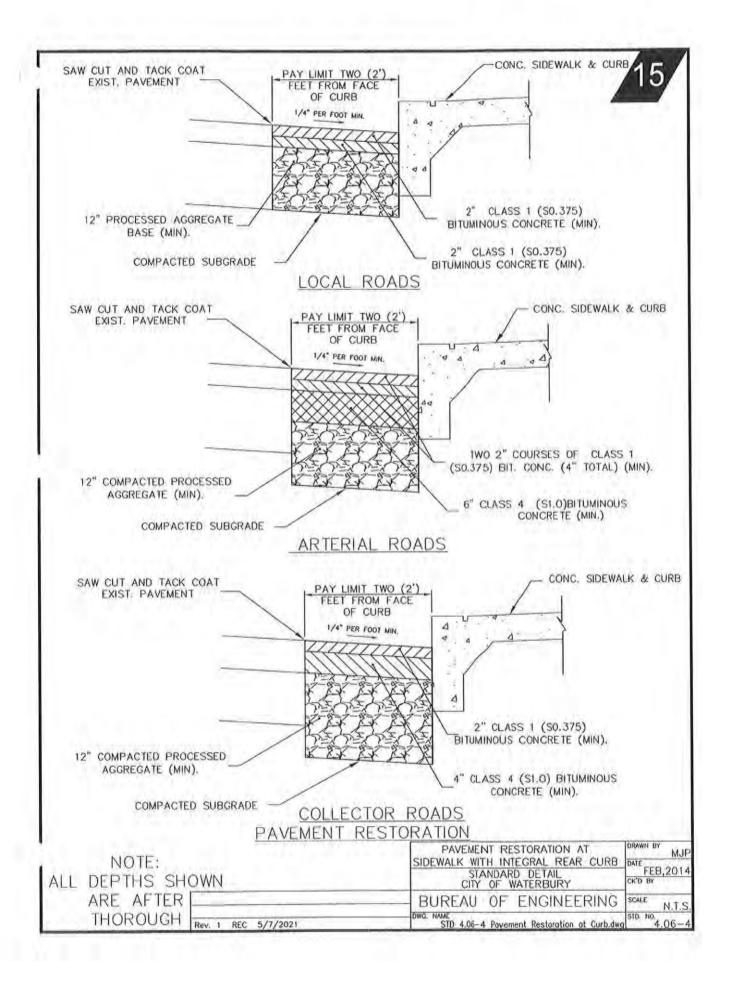
This work will be paid for at the contract unit price, per each item as specified when complete, which price shall include all materials, equipment, tools and labor, incidental thereto. No separate payment shall be made for excavation and backfilling as they are included in the unit price.

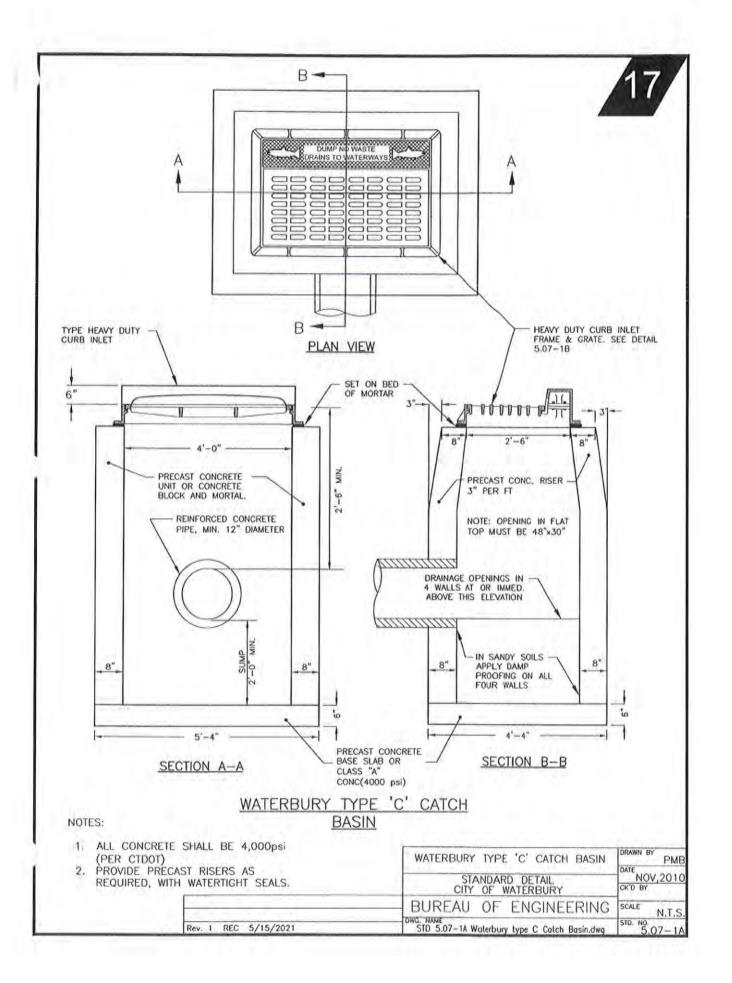
ITEM NO.	PAY ITEM	PAY UNIT
13.02R-1	Reset Gate Box - Water	EA.
13.02R-2	Reset Gas Gate Box	EA.
13.02R-3	Reset Sewer Vent Cover	EA.
13.02R-4	Reset Handhole	EA.
13.02R-5	Furnish and Install Curb Box	EA.
13.02R-6	Furnish and Install Sewer Vent Cover	EA.
	END OF SECTION	

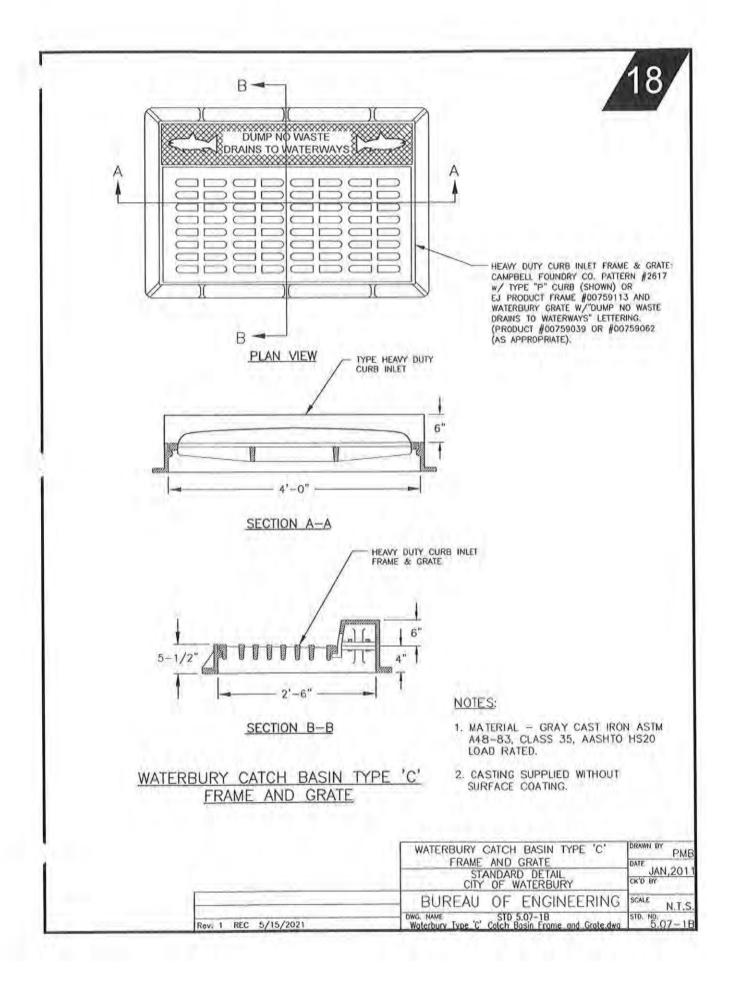
**RFP #7557** 

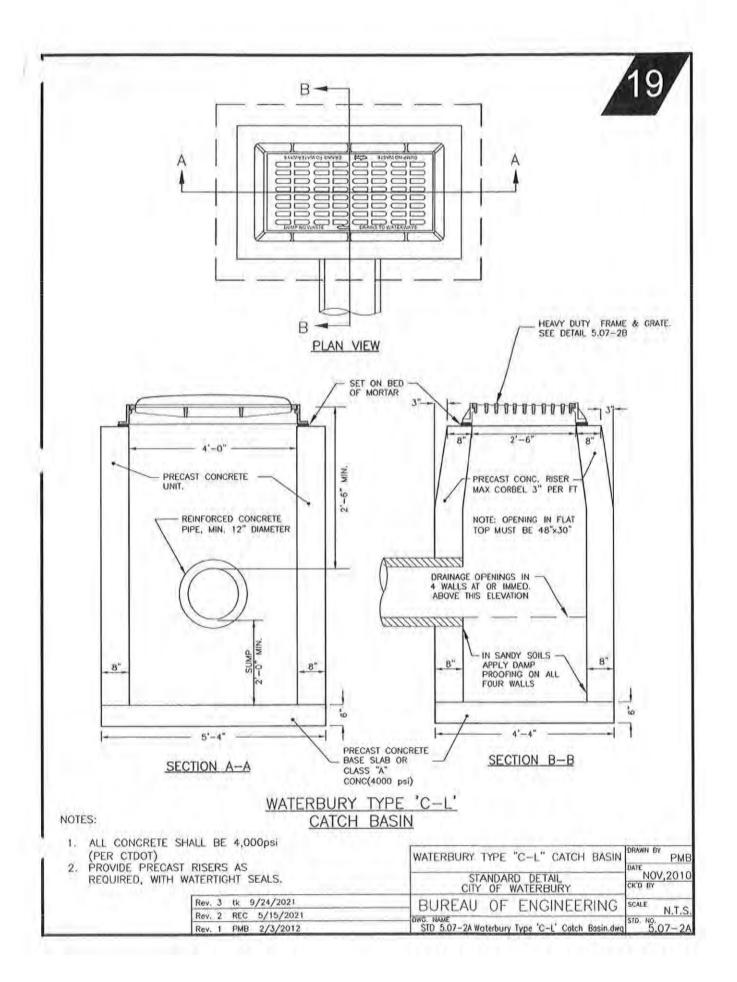
# **STANDARD DETAILS**

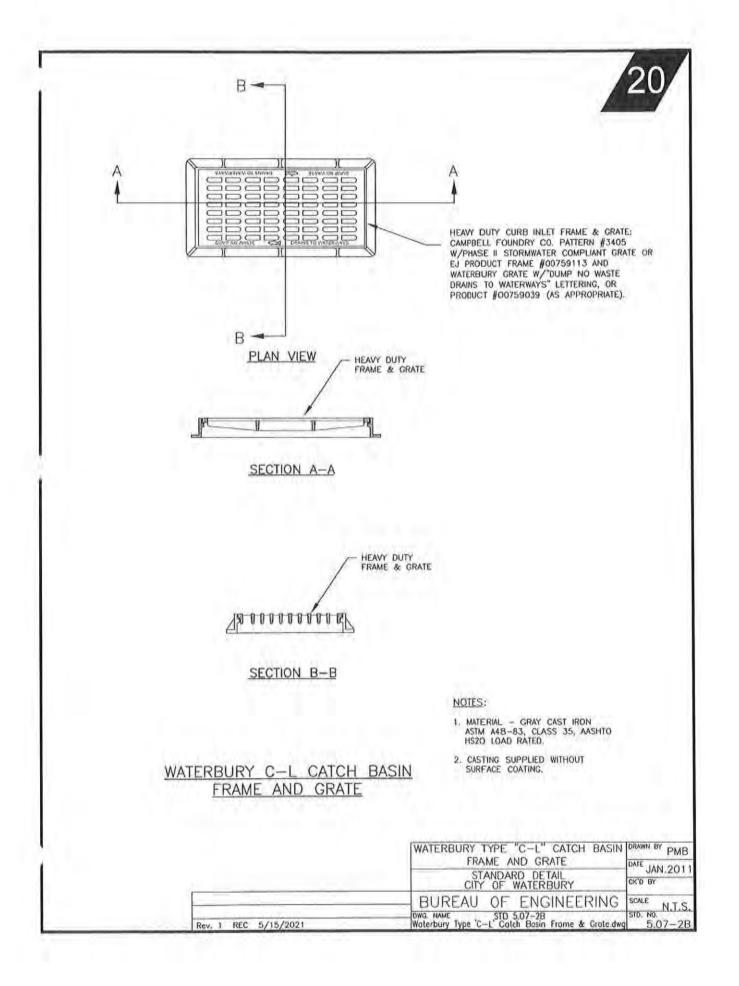
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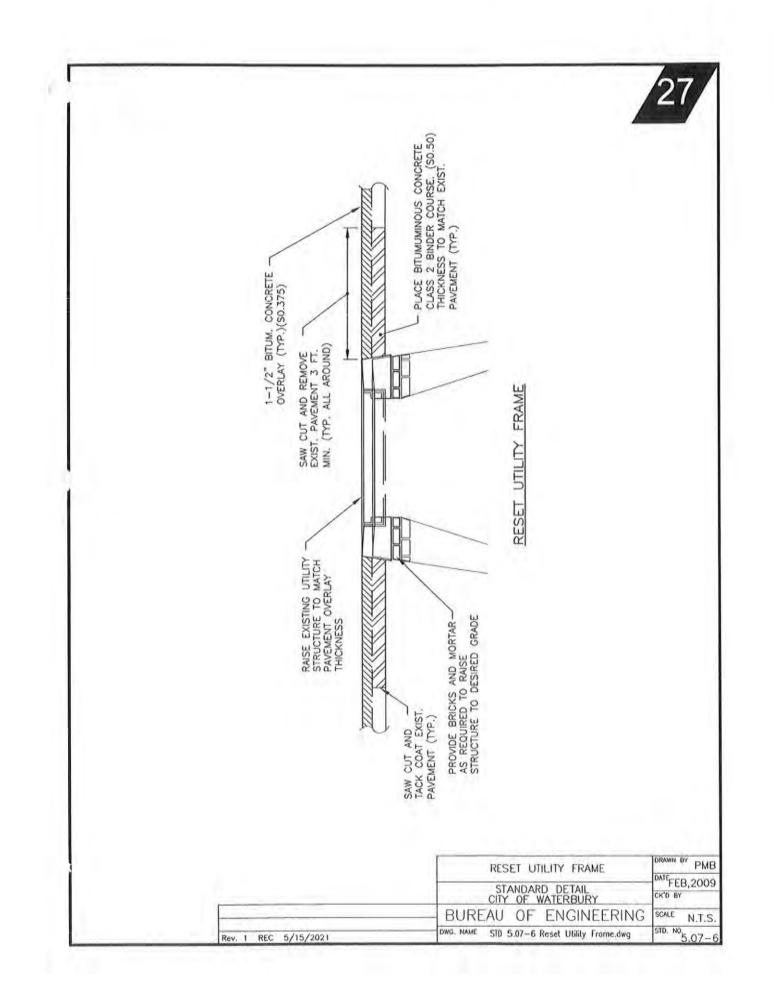


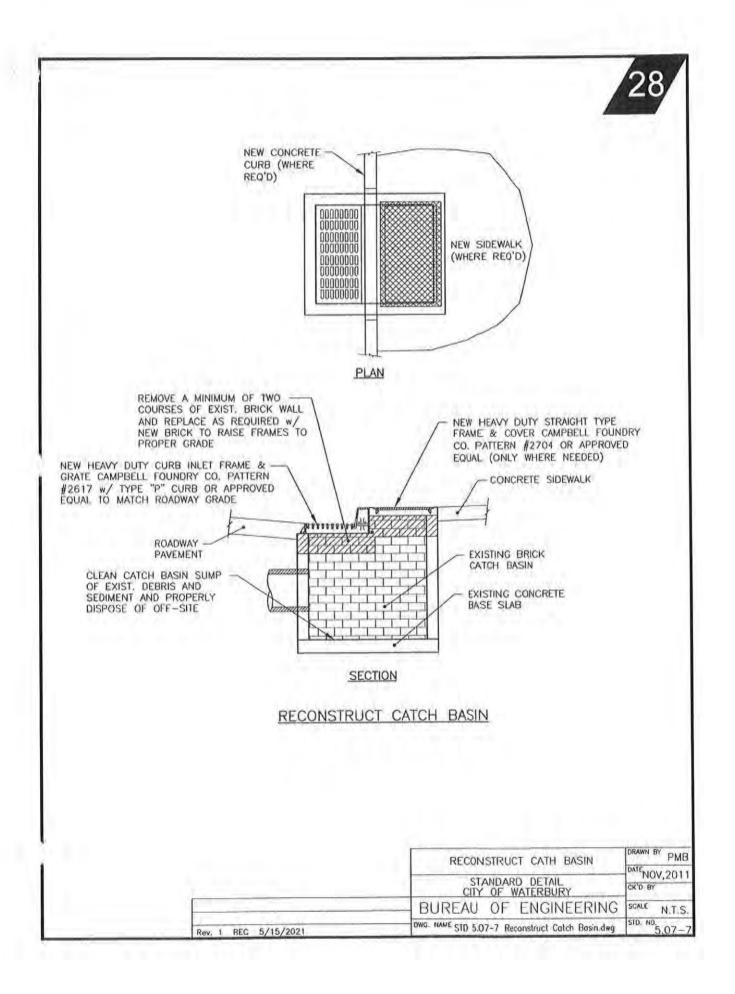


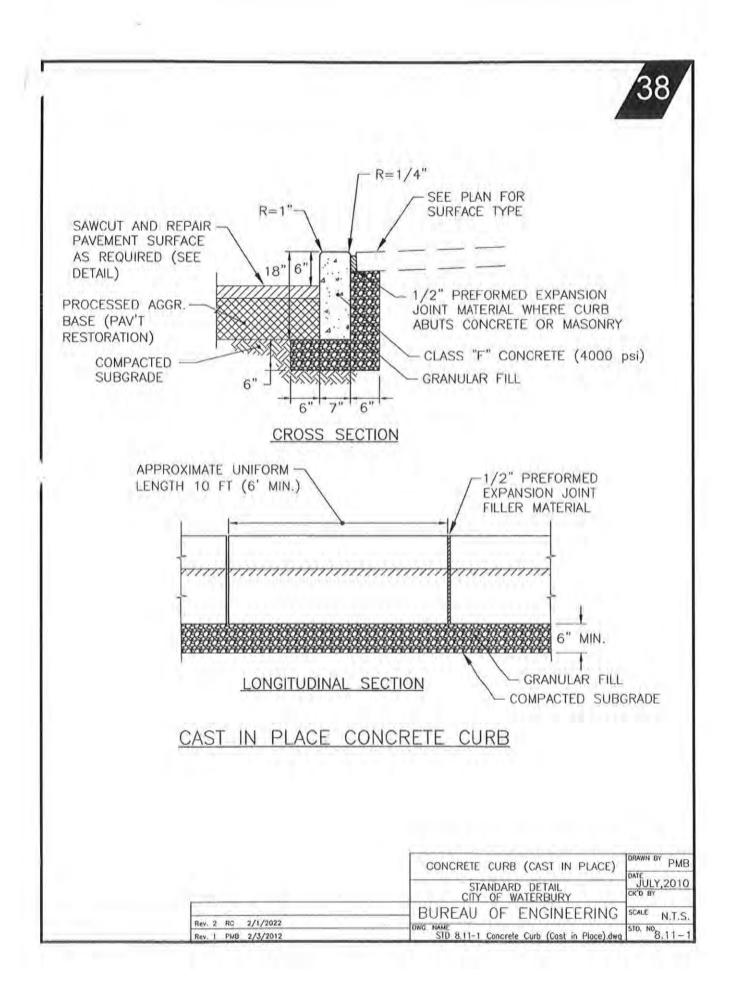


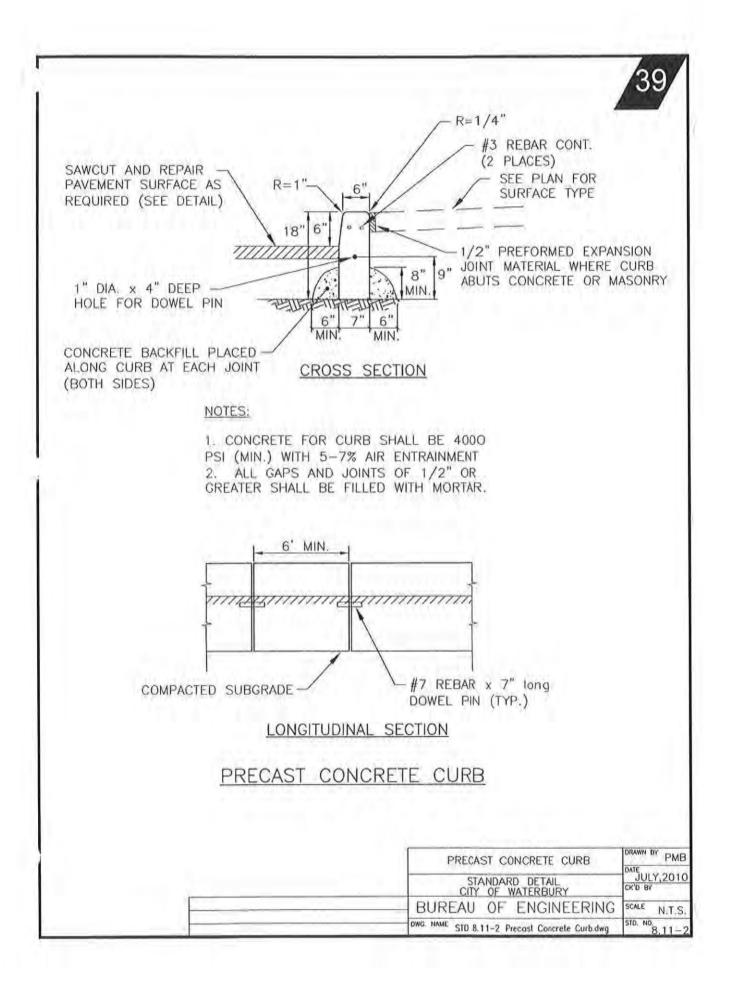


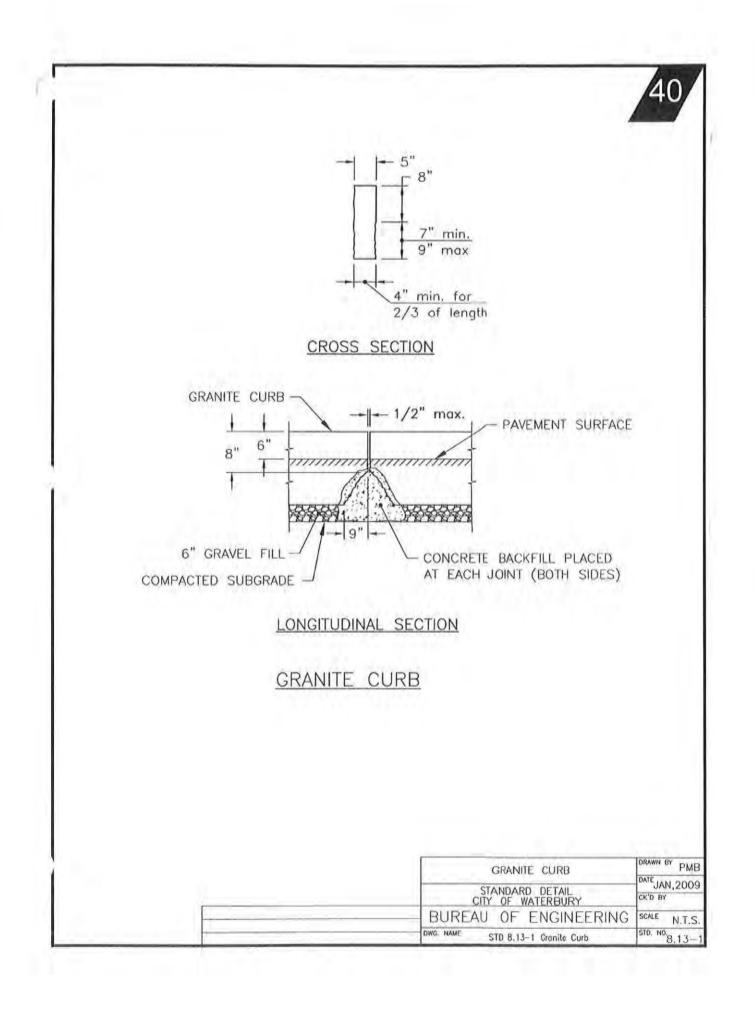


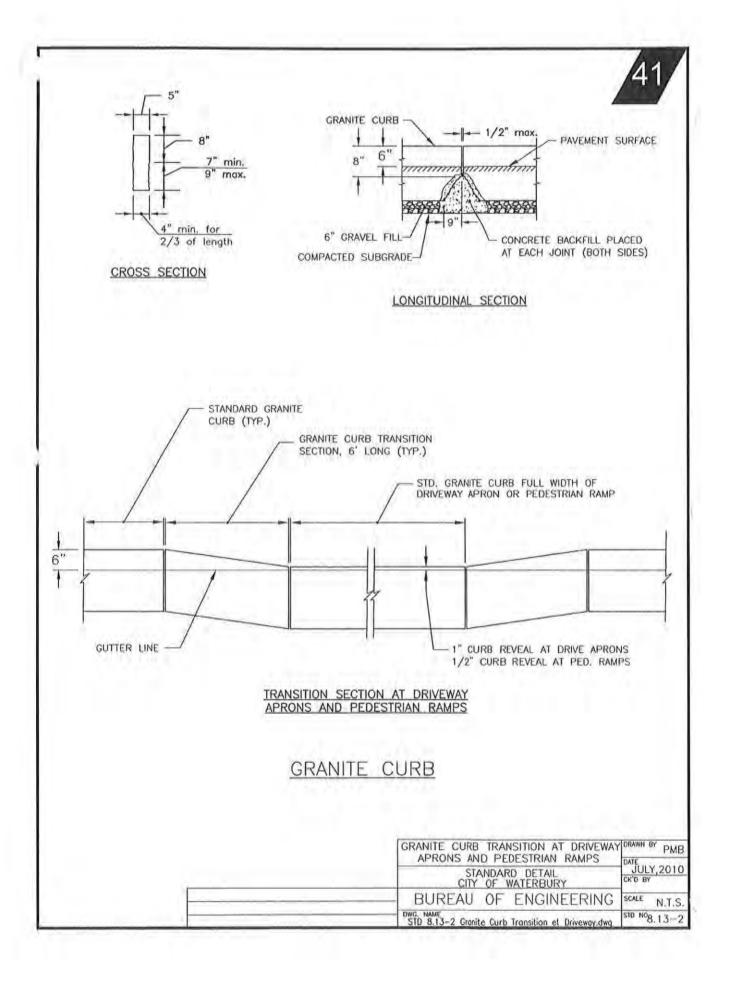


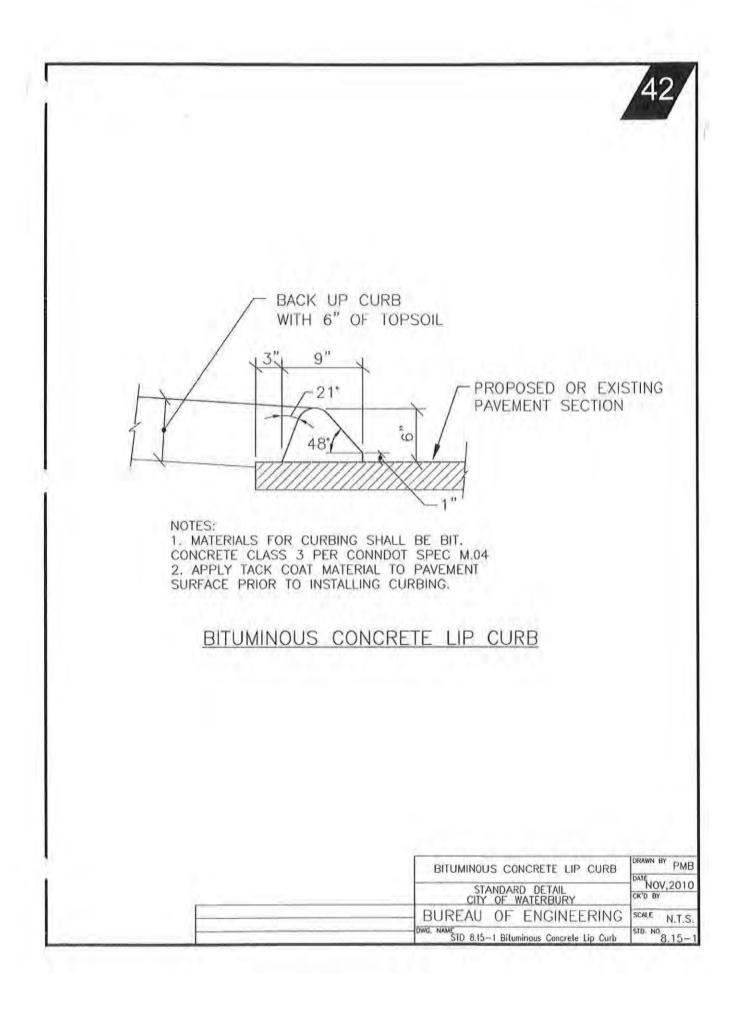


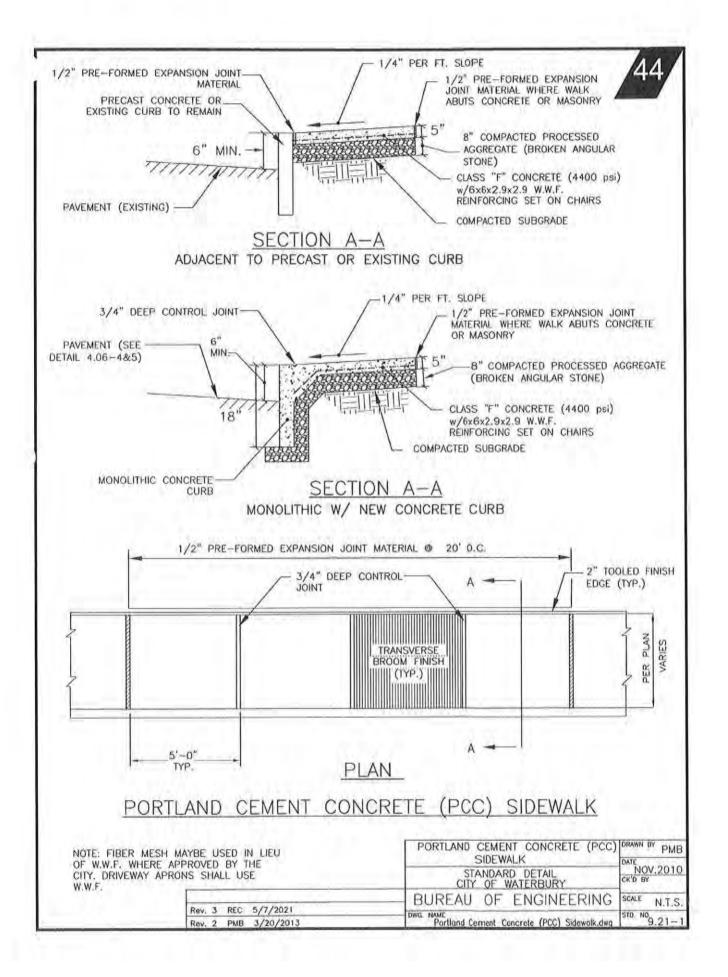


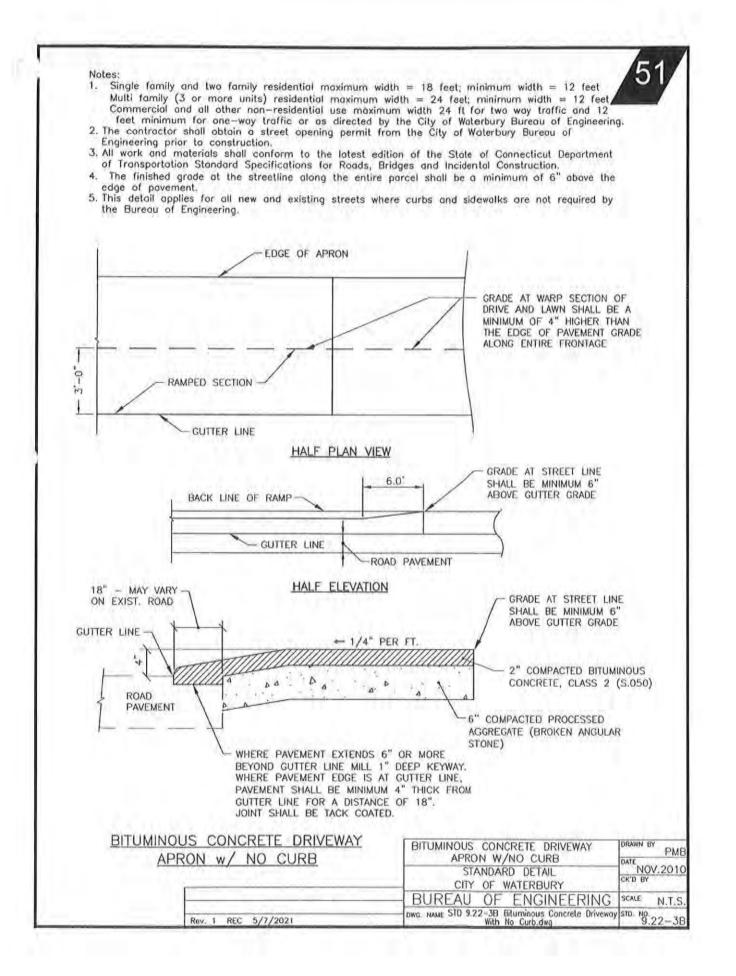


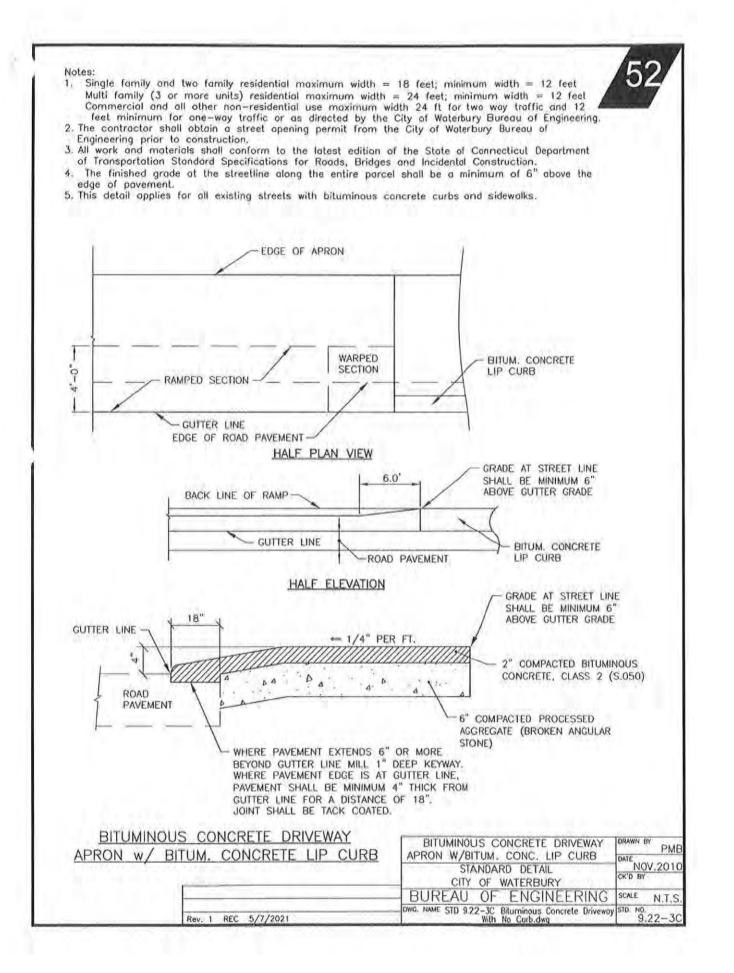


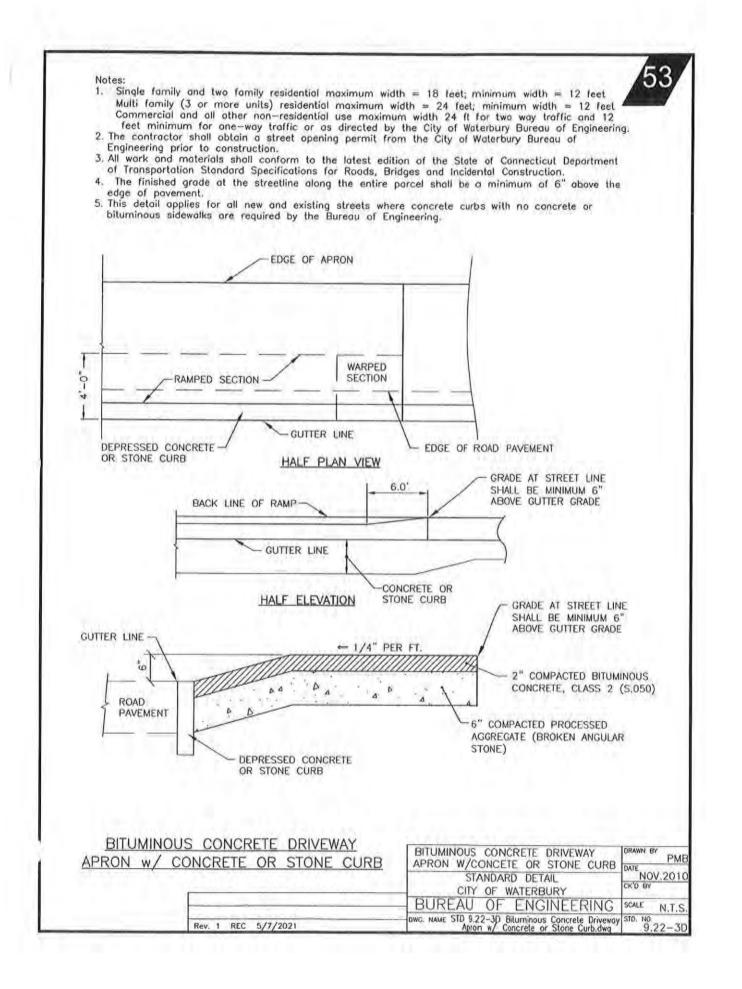




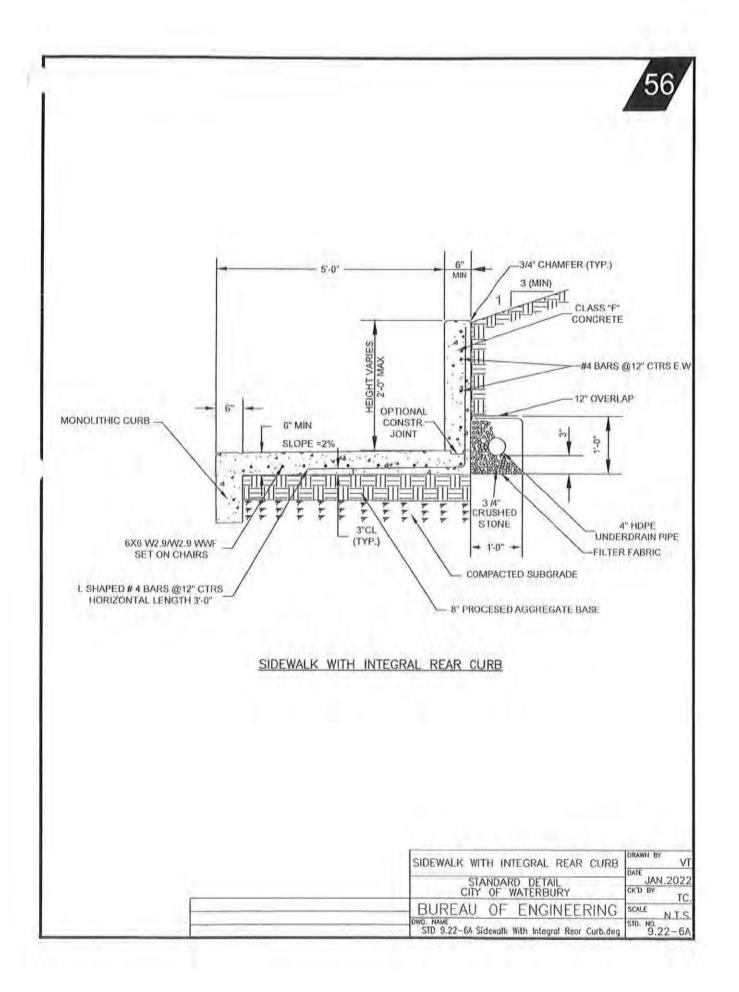


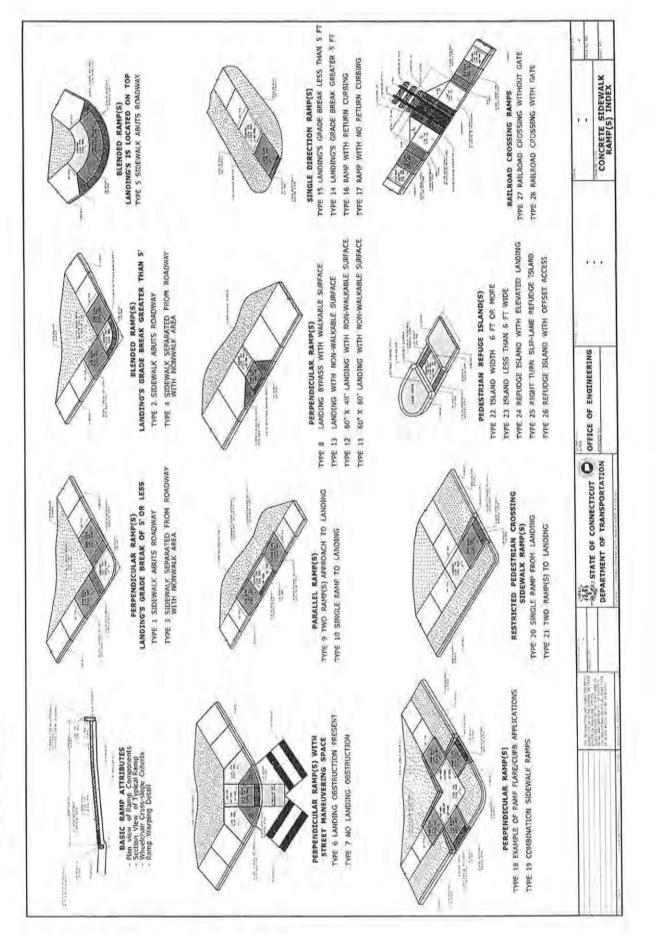






52
3" BITUMINOUS CONCRETE. CLASS 2 (SO.50) PLACED IN TWO COURSES MIN. 6" COMPACTED PROCESSED AGGREGATE (BROKEN ANGULAR STONE) COMPACTED SUBGRADE
COMMERCIAL PARKING AREA / DRIVEWAY
BITUMINOUS CONCRETE COMMERCIAL DRAWN BY PARKING AREA /DRIVEWAY DATE STANDARD DETAIL NOV. CITY OF WATERBURY CK'D BY
UT OF WAILKBURT

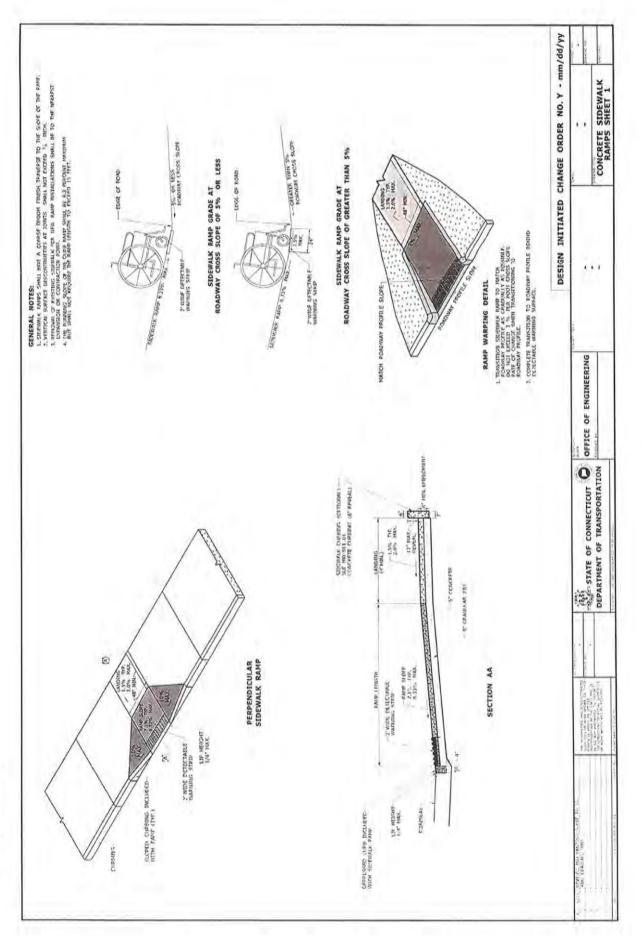




ATTACHMENT 2

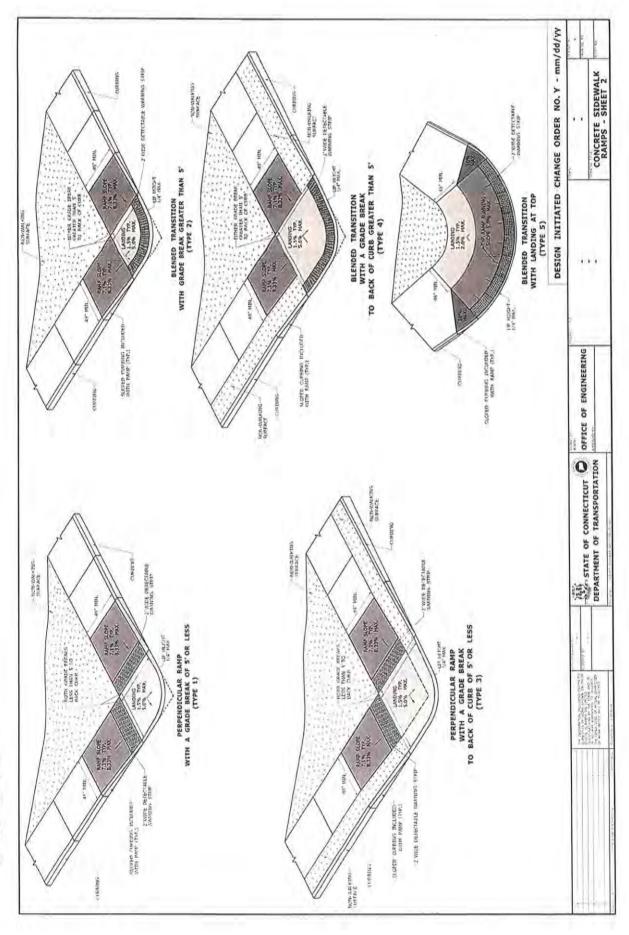
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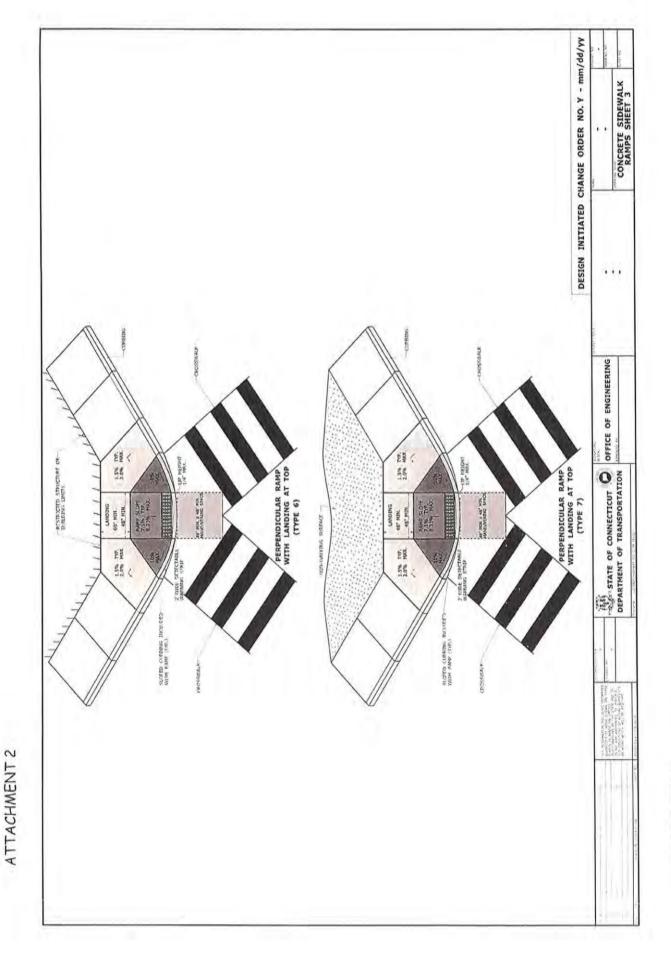


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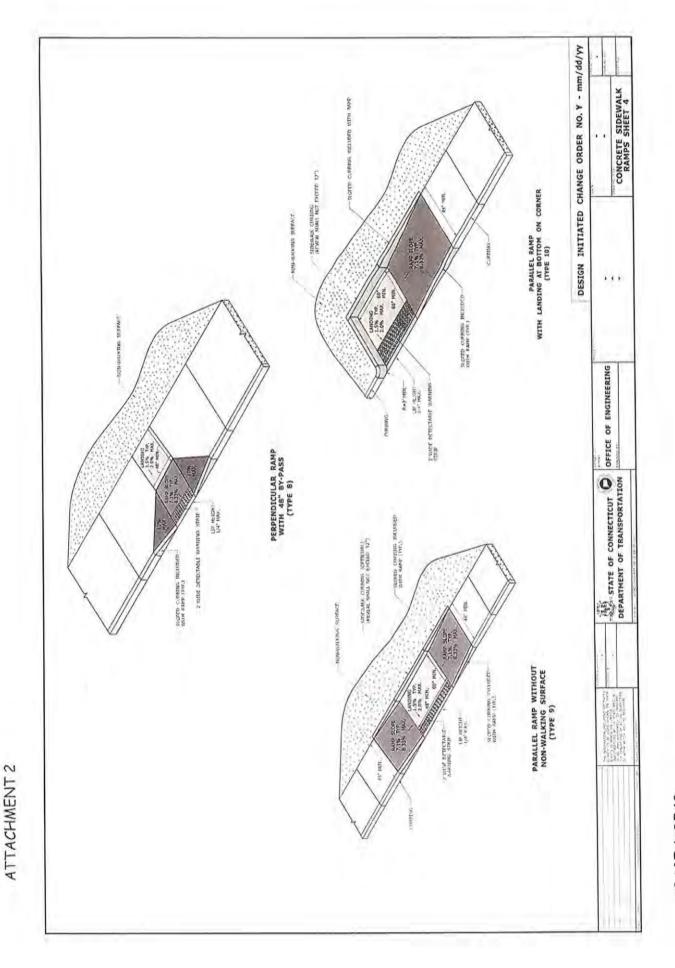


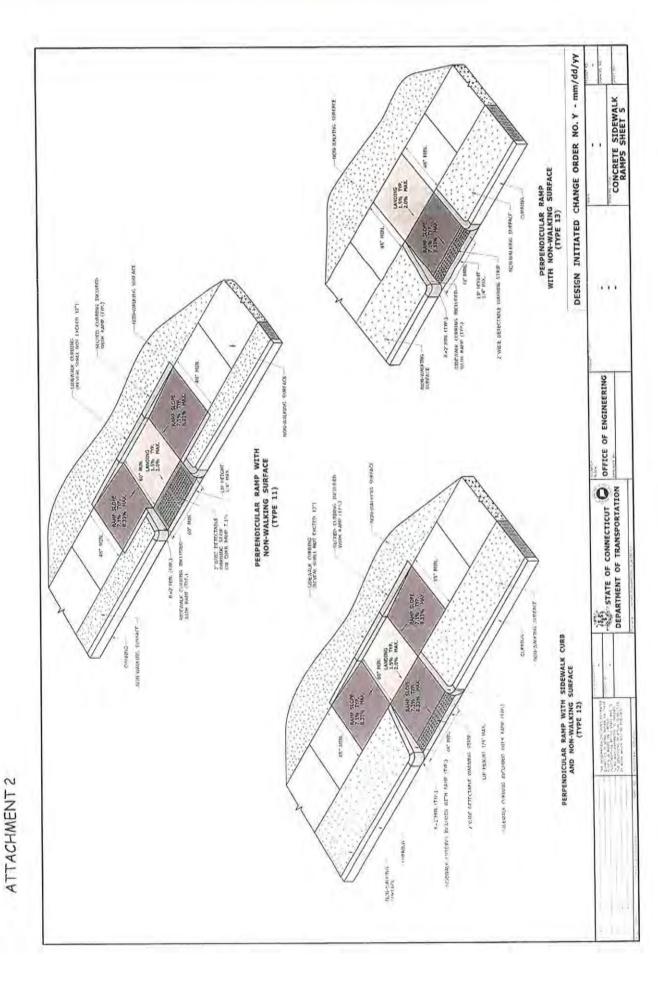
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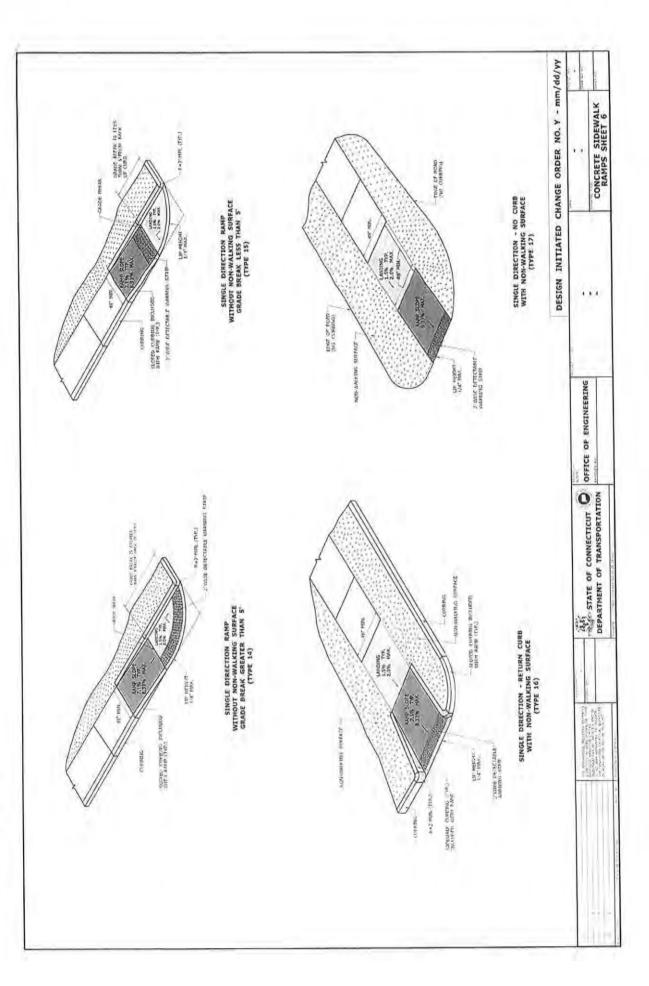
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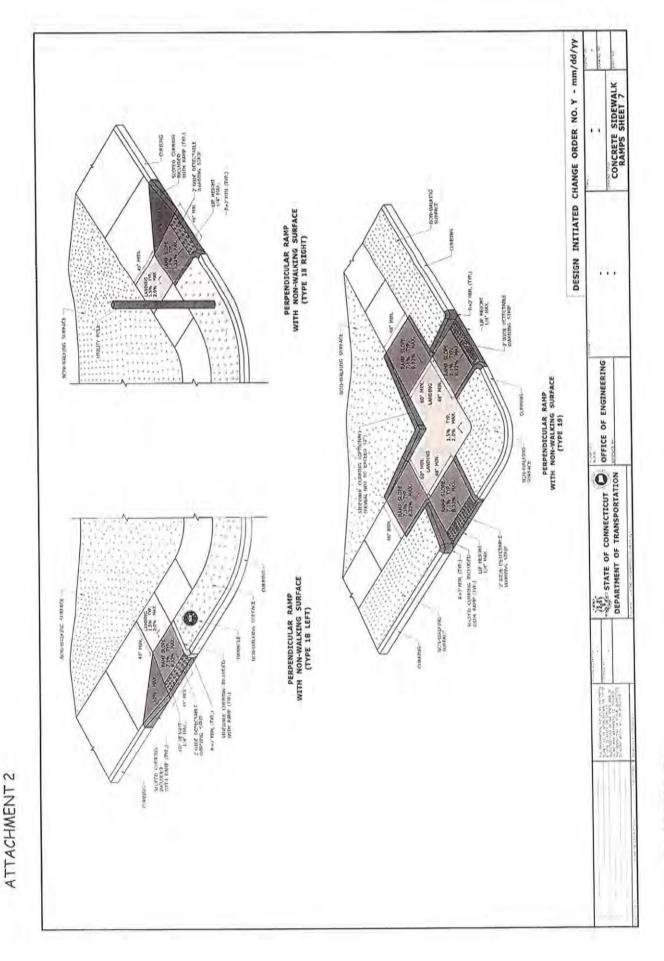


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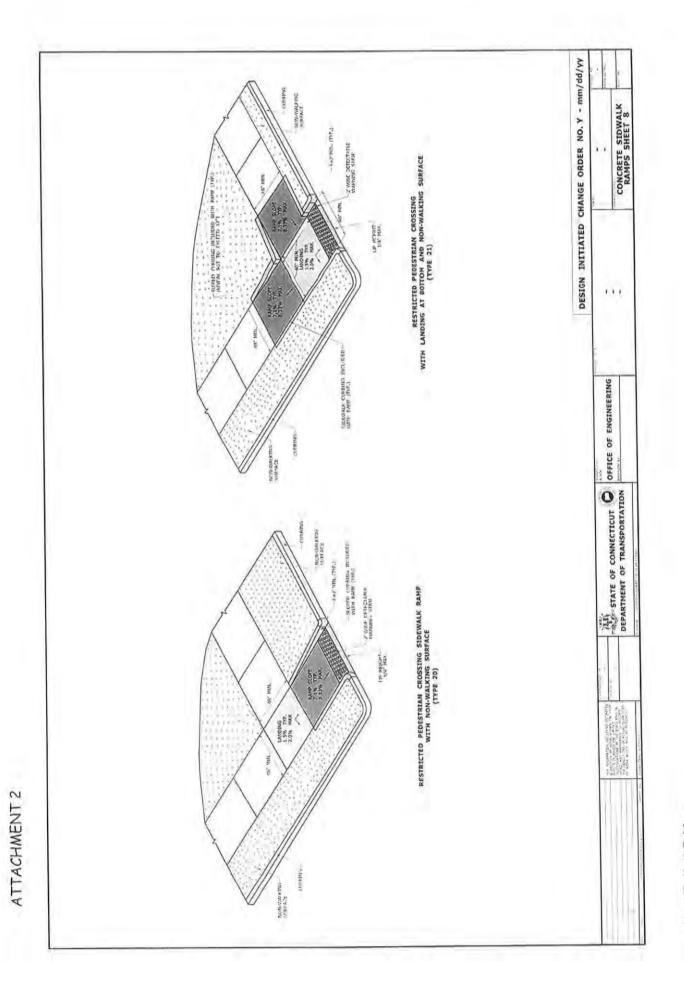
ATTACHMENT 2

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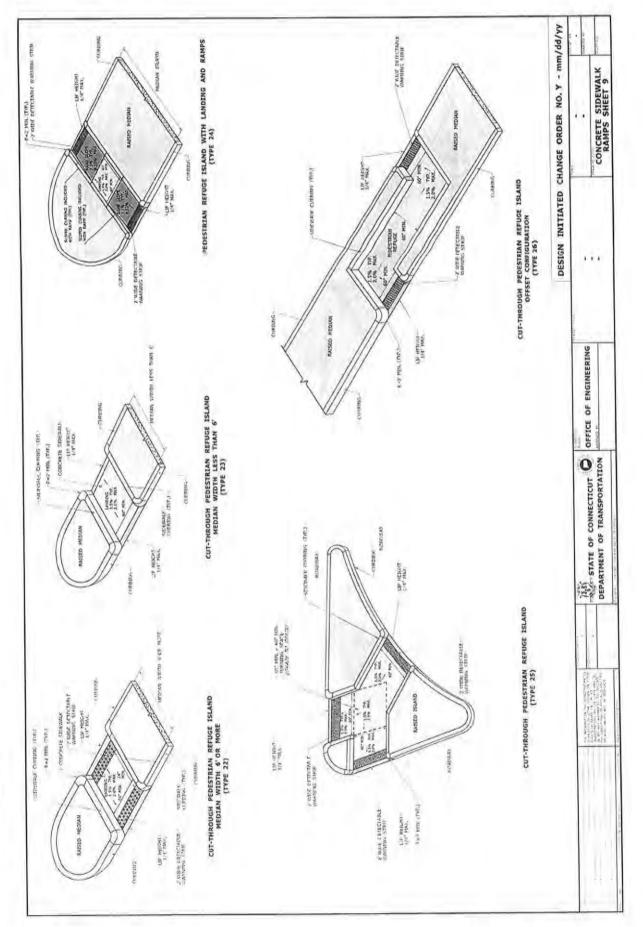


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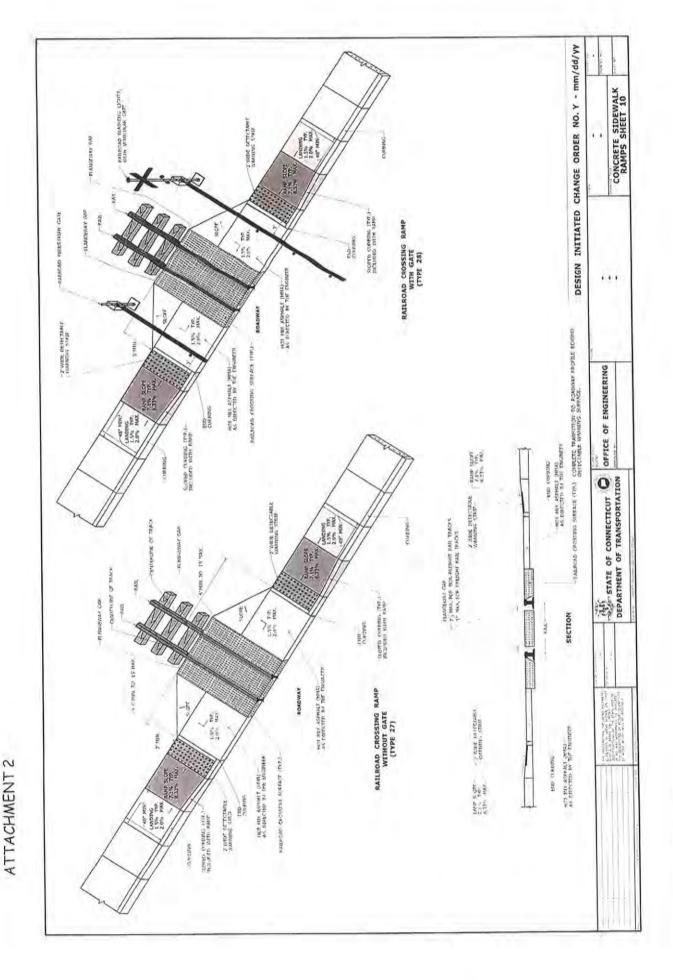
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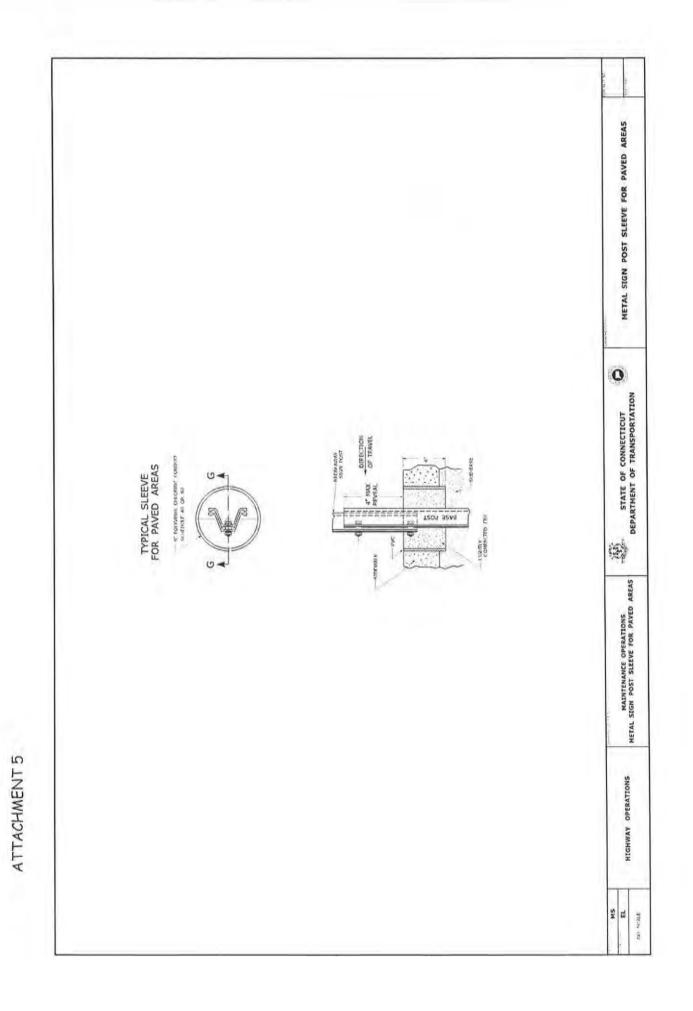




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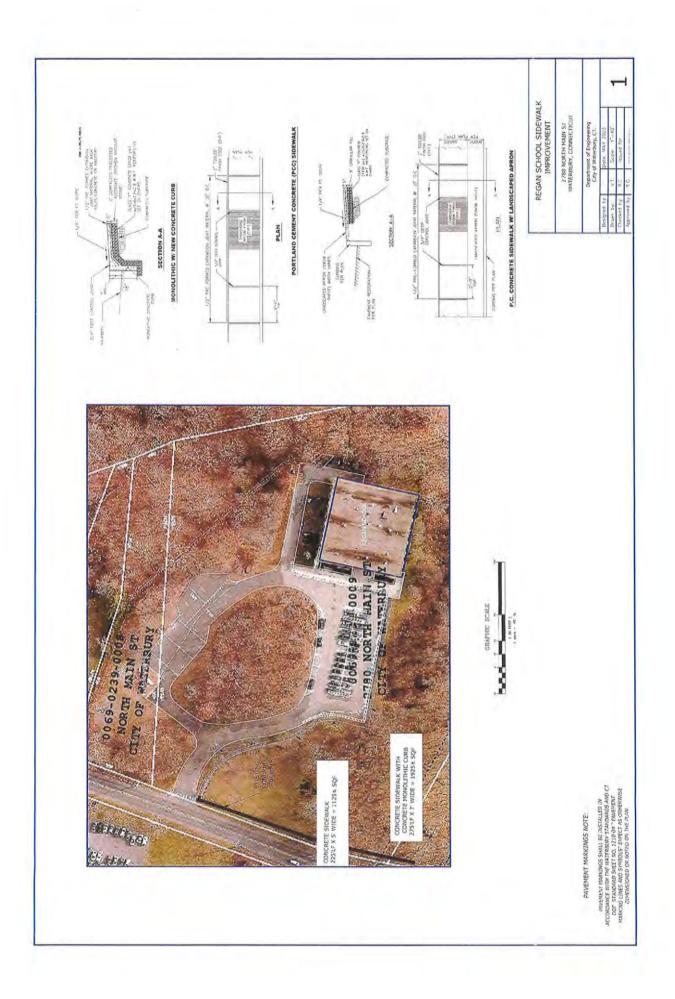


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#### GENERAL CONDITIONS

#### INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise in the Contract Documents, all costs associated with any work/services required or necessary under the General Conditions shall be considered as included in the Contract Amount (also referred to as Total Compensation). No separate or additional payment will be made for this work and/or services.

#### ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILT DRAWINGS

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

#### ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

- 2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).
- 2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.
- 2.03 The schedule shall indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.
- 2.04 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.
- 2.05 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall

arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

- 2.06 The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:
  - i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
  - ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
  - iii. Reschedule work items to achieve concurrent accomplishment of work activities.
- 2.07 Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

#### ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, and b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and actually performed, and/or materials furnished.

#### ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

- 4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.
- 4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.
- 4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.
- 4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor's periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

#### ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

- 5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.
- 5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

#### ARTICLE 6. INSPECTION AND TESTS

- 6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- 6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.
- 6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.
- 6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.
- 6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

#### ARTICLE 7. UTILITIES

- 7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- 7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- 7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- 7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

#### ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall

control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

- 8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.
- 8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

#### ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

- 9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:
  - A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
  - B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.
  - C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
  - D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.
  - E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.
  - F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.
  - G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.
  - Borrow areas shall be managed to minimize crosion and to prevent sediment from entering nearby watercourses.

 Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

#### ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

- 10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:
  - A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
  - B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
  - C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
  - D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
  - E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.
  - F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.
  - G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.
  - H. Traffic control plan when necessary.
  - I. Methods of protecting surface and ground water during construction activities.
  - J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

#### ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

#### ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
АРІ	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
ЕРА	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
мсв	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
wog	Water, Oil, Gas
WSP	Water Steam Pressure
	GC-6

#### "Federal Specification" A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

#### ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, and if provided by the City, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

#### ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

- 14.01 Deleted.
- 14.02 The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the priority of the documents shall be in accordance with Section 1.2 of the Contract.

#### ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

- 15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.
- 15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.
- 15.03 The Contractor shall submittal submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.
- 15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.
- 15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any

and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

- 15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.
- 15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

#### ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

#### ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

#### ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

- 18.01 The Contractor represents and warrants:
  - (a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and
  - (b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
  - (c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and
  - (d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality

and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

#### ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

- 19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.
- 19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.
- 19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.
- 19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

#### ARTICLE 20. WEATHER CONDITIONS

- 20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.
- 20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

#### ARTICLE 21. SUBLETTING

- 21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.
- 21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.
- 21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind

subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

#### ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

#### ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

- 23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:
  - Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
  - Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
  - Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.
- 23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.
- 23.02 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

#### ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

#### ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

#### ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

#### ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

#### ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

#### ARTICLE 29. PROVISIONS REQUIRED BY LAW

- 29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.
- 29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

#### ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

#### ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

- 31.01 The Contractor expressly undertakes at his/her own expense:
  - 1. To take every precaution against injuries to persons or damage to property.
  - To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
  - To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
  - 4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
  - To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
  - To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.

 To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

#### ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

#### ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

- 33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- 33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.
- 33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.
- 33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.
- 33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

#### ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD

- 34.01 The Contractor's General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and workmanship.
- 34.02 Within the Contractor's General Warranty Period, any portion of the Work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.
- 34.03 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the Contractor's General Warranty Period.

- 34.04 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.
- 34.05 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by City in performing such correction.

#### ARTICLE 35. PROCEDURE IN CONSTRUCTION

- 35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.
- 35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.
- 35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

#### ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

#### ARTICLE 37. CONTROL OF WORK

- 37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.
- 37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.
- 37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.
- 37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

#### ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or

determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

#### ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

- 39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.
- 39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

#### ARTICLE 40. INSPECTION AND CORRECTION OF WORK

- 40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.
- 40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.
- 40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided elsewhere in the Contract Documents.
- 40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

#### ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall

observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

#### ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

#### ARTICLE 43. SAFETY AND HEALTH REGULATIONS

- 43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:
  - 1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
  - Part 1910 Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
  - Part 1926 Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

#### ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished ined by the City. Such drawings and specifications are not to be used in other work.

#### ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:

"In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."

#### ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

#### ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

#### ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of all funding sources for the Project, but only to the extent permitted by federal and state law.

#### ARTICLE 49. WAGE RATES

- 49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.
- 49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

#### ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

- 50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.
- 50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.
- 50.03 <u>State:</u> Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable section of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

- 50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.
- 50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

## ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

## ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

#### ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

## ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

#### ARTICLE 55. PROTECTION FROM STORM

- 55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.
- 55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

## ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

## ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

#### ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

## ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

## ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

## ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

- 61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.
- 61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.
- 61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.
- 61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

#### ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain

control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

- 62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.
- 62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.
- 62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

## ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

## ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

## ARTICLE 65. COLD WEATHER WORK

- 65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.
- 65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.
- 65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.
- 65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the

winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

## ARTICLE 66. BLASTING AND EXPLOSIVES

- 66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.
- 66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.
- 66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.
- 66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.
- 66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.
- 66.06 Where blasting is required subsequent to commencement of construction, insurance, as required by the City's Risk Manager shall be obtained by the Contractor, and approved by the City's Risk Manager.

#### ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

#### ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

- 68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.
- 68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

#### ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be GC-20

made for this work.

69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drain pipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

## ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

## ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

## ARTICLE 72. OPERATIONS AT SEVERAL POINTS

- 72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.
- 72.02 The Contractor's Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

## ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

- 73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City's or Project Engineer's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.
- 73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.
- 73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

## ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

## ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

## ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

## ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

#### ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

## ARTICLE 79. SANITARY CONVENIENCES

- 79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.
- 79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

## ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted form any monies then or thereafter due the Contractor.

## ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

#### ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

## ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

- 83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City's easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.
- 83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.
- 83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.
- 83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

- 83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.
- 83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and
- 83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.
- 83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

## ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

## ARTICLE 85. COMPLETION OF WORK

public business within the project area.

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

## ARTICLE 86. DUST AND SPILLAGE CONTROL

- 86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.
- 86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.
- 86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

## ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether or not the same has been covered by partial payments authorized by the Project Engineer.

#### ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

## ARTICLE 89. FIRE PREVENTION AND PROTECTION

- 89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.
- 89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.
- 89.03. Open fires will not be permitted.

#### ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

## ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capaCity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

## ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

#### ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

#### ARTICLE 94. MATERIAL AND WORKMANSHIP

- 94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.
- 94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

## ARTICLE 95. TEMPORARY WATER SUPPLY

- 95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestie use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.
- 95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

#### ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

#### ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City

(2) Project Engineer or Inspector

## ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

- 98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.
- 98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

## ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

## ARTICLE 100. WORK IN STATE HIGHWAYS

- 100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.
- 100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.
- 100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.
- 100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.
- 100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

#### ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

## ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

#### ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

## ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

- 104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:
  - (a) TITLE VI, CIVIL RIGHTS ACT OF 1964 Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.
  - (b) SECTION 3, HUD ACT OF 1968 Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.
  - (c) LABOR STANDARDS Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

## ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION

- 105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized "Contractor's Affidavit of Substantial Completion" and request a Semi-Final Inspection of the work.
- 105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:
  - i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents,
  - Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities.
  - Where required, submit photographs, specific warranties, final certifications, and similar documents.
  - Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
- 105.3 Subsequent to City's receipt of Contractor's Affidavit of Substantial Completion, Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.
- 105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion, or advise Contractor of work that must be performed prior to issuance of said certificate, and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract

Documents.

105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompletion, and reasons for being incomplete.

## ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION

- 106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.
- 106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.
- 106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.
- 106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

## **ARTICLE 107. FINAL INSPECTION**

- 107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.
- 107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.
- 107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:
  - Supporting documentation required by the Contract Documents not previously submitted and accepted.
    - Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements.
    - Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required.
    - iv. Reports and forms required by Federal and/or State funding sources, as required thereby.
    - v. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Engineer.
    - vi. Any final documents requested by Project Engineer.
    - vii. If applicable, submit final liquidated damages settlement statement, acceptable to City.
    - viii. Photographs, specific warrantics, final certifications, and similar documents.
    - ix. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified.
    - x. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
    - xi.

## ARTICLE 108. FINAL ESTIMATE

- 108.01 If the Work is determined Finally Complete, a Final Estimate shall be prepared showing the total due Contractor under the Contract less the retainage held by the City. This Final Estimate shall show the final estimate of quantities. Should this estimate of quantities show a decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the Final Estimate by adding or deducting said amounts from the from the gross sum bid.
- 108.02 The Final Estimate shall reflect the final Contract Amount, all prior City payments to the Contractor, all adjusts to the Contract Amount, all retainage held by the City, any liquidated damage amounts, all unused amounts of any Owner Controlled Allowances and of all Cash Allowances, all adjustments for Alternates accepted/declined by the City and

final amount of any holdback(s) by the City.

108.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in this Final Estimate.

## ARTICLE 109. SEMI-FINAL PAYMENT

- 109.01 Based upon the amounts and qualities set forth in the Final Estimate, the Contractor shall submit its Semi-Final Payment Application requesting the total due under the Contract, less all retainage held by the City.
- 109.02 This Semi-Final Payment Application shall be certified as to its correctness by the Project Engineer and will be processed in the same manner as the partial payment requests.

## ARTICLE 110. LIMITED ACCEPTANCE OF WORK

110.01 Limited Acceptance of Portion(s) of the Work shall be at City's sole discretion and shall be subsequent to issuance of City's Certificate of Substantial Completion for such work and shall relieve Contractor of responsibility for the physical aspects of said portion of the work; however such termination of responsibility for the physical aspects of the work in no way affects or diminishes any other contractual requirements governing the work so accepted, or the acceptance of the Project as whole.

## ARTICLE 111. FINAL COMPLETION / CITY'S CERTIFICATE OF FINAL COMPLETION

111.01 Final Completion of the Project by the City shall occur when:

- a. All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed.
- All Project work and services have been completed to the satisfaction of the City; and Semi-Final Payment has been made to the Contractor.
- c. Contractor has submitted its Final Payment Application and Project Engineer has certified it as to correctness. Contractor's Final Payment Application shall be solely for release of all retainage held by the City.
- d. Upon issuance to Contractor by City of City's Certificate of Final Completion.
- 111.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor and shall be a prerequisite to Project Acceptance and Final Payment by the City.

#### ARTICLE 112 FINAL PAYMENT / PROJECT ACCEPTANCE

- 112.01 Subsequent to issuance of the City's Certificate of Final Completion, the City shall process Contractor's Final Payment Application, which shall be solely for release of all retainage held by the City.
- 112.02 Contractor's Final Payment Application shall be certified as to its correctness by the Project Engineer and shall be based on City's Certification of Contractor's Final Payment Application.
- 112.03 If a Certificate of Compliance is required by the Contract Documents, Final Payment shall not be released until such certificate has been issued and delivered to the City.
- 112.04 Subsequent to issuance of Final Payment to the Contractor, the City shall issue its written notice of its Acceptance of the Project to the Contractor.

## ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT

113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such statement shall specify the items claimed. Should the

Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

## ARTICLE 114. 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

114.01 The Contractor, or any subcontractors working on the project, shall provide written proof that any and all employees working on the project jobsite have successfully completed the 10-Hour OSHA Construction Safety and Health Course.

## END OF SECTION

# SPECIAL CONDITIONS

## INDEX TO SPECIAL CONDITIONS

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## SPECIAL CONDITIONS

## **ARTICLE 1. SPECIAL NOTE**

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project; and to all of the Contract Documents. All Contract Documents apply to this Section. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, and regardless if not expressly stated in each Article herein, the costs associated with all work and/or services required under the Special Conditions shall be considered as included in the overall cost of the Contract items. No separate or additional payment will be made for this work and/or services.

## **ARTICLE 2. PERMITS**

The Contractor shall obtain all applicable Federal, State and local permits and registrations necessary to complete the project at no additional cost to the City. The cost of obtaining and maintaining the permits shall be included in the Contract Amount.

Exception: Local Permit Fess: Local permit fees will be waived by the City. Pursuant to City Code Section 110.12, the City portion of all local permit fees will be waived. However, the Contractor will be responsible for the applicable State and Federal portions of all local permit fees. All applicable Federal and State fees associated with local permits shall be paid for by the Contractor to the City, who will submit the fee(s) to the appropriate governmental entity.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

## ARTICLE 3. CONSTRUCTION STAKE OUT

The City will provide construction stakeout for the pedestrian ramps, if any.

## **ARTICLE 4. SITE RESTORATION**

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular do to construction and/or new installations.

## **ARTICLE 5. CITY NOTIFICATION - BACKFILLING**

Before backfilling any excavated area and after an improvement has been installed the contractor shall notify the City when a backfill operation is to occur. A City representative will make one observation for each excavated area.

## **ARTICLE 6. FORM 818 - CONFLICTS**

Any provision of Form 818 - State of Connecticut Department of Transportation "Standard Specifications for Road, Bridges, and Incidental Construction, "including the latest supplements thereto that conflict with the Contract Documents shall be of no effect relative to this Project.

## ARTICLE 7. PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. No equipment or construction activities are allowed on the existing public facilities, such as athletic fields without prior written approval by the City. No equipment or storage is allowed outside of the designated construction area without prior written approval by the City. The number and location(s) of storage containers shall be approved by the City.

## ARTICLE 8. ACCESS TO PRIVATE & PUBLIC PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the project area. Particular attention is noted for funeral processions, wedding processions, and other similar activities.

Where required by the City, Contractor shall also conduct regular coordination meetings with Residents, Owners and Operators of businesses and other operations to coordinate active work periods.

Contractor shall also provide and place temporary ramps at driveways or other locations where, in the opinion of the City, there is a need to provide safe access until the permanent handwork is completed.

## **ARTICLE 9. WINTER SHUTDOWN**

No 'winter shutdown' will be permitted for this Project.

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## ARTICLE 10. ADJUSTMENT OF EXISTING UTILITIES

The contactor shall raise or lower as necessary the top of all utility valve boxes, gas service curb boxes, handholds, parking meter kiosks, cleanouts, traffic boxes, and any other utility access structures within the work area to match the finished grade. No extra compensation will be allowed for adjustment of existing utilities except as noted on plans or Technical Specifications..

## ARTICLE 11. CHANGES TO THE WORK

The cost and/or payment calculations for changes to the work shall be either on a firm proposal agreed to by the City or based on the provisions set forth herein.

Any changes in the work agreed to by the parties, or as directed by the Project Engineer, shall be evidenced by a Change Order authorized in accordance with Section 27 of the Contract and this Article. In no instance shall payments made pursuant to this Article result in an increase in the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

## A. Differing Site Conditions

(1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the Contractor shall thereafter wait for written instructions from the Project Engineer before proceeding with regard to such conditions.

(2) Upon written notification from the Contractor, the Project Engineer will investigate the conditions to determine if differing conditions exist. The Project Engineer will notify the Contractor of his/her determination whether or not differing conditions exist. If it is determined that the conditions materially differ and cause an increase in the Total Compensation or Contract Time required for performance of any work under the Contract, the City, with the Project Engineer's recommendation, will make an adjustment (excluding anticipated profits) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No use of this Article or of any Contingency Allowance that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

(4) No use of this Article or of any Contingency Allowance will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of Work Ordered by the Project Engineer.

(1) If the performance of all or any portion of the work is suspended or delayed by the Project Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(2) Upon receipt, the Project Engineer will evaluate the Contractor's request. If the Project Engineer agrees that the cost and/or Contract Time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City, with the Project Engineer's recommendation, will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

(4) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

- C. Significant Change in the Character of Work
- (1) The Project Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, the cost for changes to the work shall be either on a firm proposal agreed to by the City or as calculated herein, and such costs shall not include loss of anticipated profits. If a cost cannot be agreed upon, then the cost calculation shall be in such amount as the Project Engineer may determine to be fair and equitable.
- (3) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the cost calculations for the altered work will be at the prices bid.

(4) The term "significant change" shall be construed to apply

when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

when an item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

D. Extra Work

Unforeseen work made necessary by the Project Engineer's changes as previously described, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Project Engineer wants the Contractor to propose a unit price or, instead, a lump sum, for the extra work. Within 5 calendar days of receipt of such notification, the Contractor shall advise the Project Engineer, in writing, of the proposed compensation (as a unit price or lump sum, whichever has been requested by the Project Engineer) that the Contractor requests as compensation for the required extra work. The Contractor's request shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The character and extent of the extra work, together with the basis of compensation, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work and/or basis of compensation, and if the Contractor is not willing to agree to the extra work, the Contractor must, within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer's letter.

E. Cost Plus Work

The Contractor's compensation for all work done on a cost-plus basis shall be determined in accordance with the following:

(a) Labor:

(1) For all labor, payment calculations shall be based on the wage rate actually paid by Contractor as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, payment calculations shall be based the actual wage paid by Contractor to the foremen as shown on the Contractor's certified payroll. (2) The payment calculations shall the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, bonding, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the payment calculations shall include Contractor's actual Project costs. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(4) The payment calculations shall also include an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above cost calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Project Engineer, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, the Project Engineer will make a determination based on such rate as he deems reasonable.

The Project Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

(b) Specialized Work: When the Project Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the payment calculations for such work shall include the cost for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the payment calculations for such work shall include Contractor's actual costs, plus additional compensation in accordance with subparagraph (e) below. Prior to performing such specialized work, the Contractor shall obtain and submit to the Project Engineer a minimum of three price quotes for the work, if requested by the Project Engineer.

(c) Materials: For all materials necessary for cost-plus Project work, the payment calculations shall include Contractor's actual cost for such materials as delivered to the Project site, including delivery charges as shown by original receipted bills, plus 15% of the sum of said cost and charges.

In lieu of receipted bills for materials used which were not specifically purchased for the Project, but were taken from the Contractor's stock, the Contractor shall provide to the Project Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were

taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials is currently their fair market value.

The payment calculations shall include Contractor's costs of transporting the materials to the Project site, in accordance with subparagraphs (a) and (d) hereof.

The payment calculations shall not include any penalty or charge incurred due to the Contractor's late or delayed payment for the pertinent materials.

(d) Equipment: All equipment used for cost-plus Project work must, in the judgment of the Project Engineer, be in good working condition and suitable for the purpose intended; and the Project Engineer reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Blue Book, taking into account all current Rate Adjustment Tables, and amendments thereof, which is published by K III Directory Corporation of San Jose, California, including all current Rate Adjustment Tables and amendments thereof.) Trucks will be classified by cubic-yard capacity.

Amounts claimed by the Contractor based on equipment rental rates shall not include any percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be included in the payment calculation in connection with amounts claimed by the Contractor based on equipment rental rates.

The payment calculations shall not include rental rates for small tools needed to complete the costplus Project work.

For payment calculations purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, the payment calculations shall include the applicable hourly rate only for the actual time that the equipment is assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Project Engineer, and shall end at the time designated by the Project Engineer.

For equipment which has to be brought to the Project site exclusively for cost-plus work, the payment calculations shall include Contractor's loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that cost claimed for return transportation from the Project site shall not exceed the cost of moving the equipment to

that site. If such a piece of equipment is self-propelled, and is driven to the Project site under its

own power, then the payment calculation shall include only operating costs and labor costs for its transport to and from the Project site. The payment calculations will not, however, include any loading, unloading and transportation costs if the equipment is used for any Project work on the site other than cost-plus work.

1) Owned Equipment: The payment calculation shall include the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Project Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in payment calculations for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 working hours per month).

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Project Engineer will determine, and the payment calculation shall include a reasonable rental rate based on rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Project Engineer before the affected work is begun. If the Contractor proposes that the Project Engineer use a particular rate in such an instance, the Contractor must disclose to the Project Engineer the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, the payment calculation, shall include for that idle time 50% of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment calculation purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Project Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the payment calculation. For any piece of Contractor-owned equipment assigned to cost-plus Project work, the payment calculation shall include aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. The payment calculation shall not include Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Project Engineer orders the Contractor to do no Project work. If the equipment is used to perform cost-plus Project work for more than 8 hours in a day, the payment calculation shall include the applicable hourly rate computed on a monthly basis for the actual time of use; however, the payment calculation shall not include any claim for more than 8 hours of idle time for a piece of equipment during a given day. The City shall have the right to limit its aggregate payment calculations for idle time for a given piece of equipment to the replacement value of that equipment.

(2) Rented Equipment: If the Project Engineer determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall inform the Project Engineer, in advance of such rental, (a) of the specific nature of the rental(s), (b) the reasons for its need for such rental(s), (c) the anticipated or proposed rental rate(s), and (d) the estimated duration for the use of the equipment. Rates for such rented equipment must be provided based on the following:

—A daily rate per hour when the equipment is to be specifically assigned to Project work by the Project Engineer for a period of 7 consecutive calendar days or less.

-A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days, but does not exceed 21 consecutive calendar days.

-A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Project Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used on other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to the shorter periods arguably occasioned by such interruptions.

Prior to renting such equipment, the Contractor shall obtain and submit to the Project Engineer a minimum of three quotes, if requested by the Project Engineer.

The payment calculation shall include such rental rates actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Project Engineer. In order for any such costs to be considered, the Contractor must provide the Project Engineer with a copy of the original receipted bill for the rental expenses incurred.

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the payment calculation shall include an additional 7.5% for that work; and such amount will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional amounts will be given only after the Contractor provides to the Project Engineer receipted invoices for all relevant costs.

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the payment calculation shall include Contractor's actual cost. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs. (g) Miscellaneous: Any compensation associated with (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Project Engineer shall compare their respective records of the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Project Engineer and the Contractor's representative. The Project Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with City procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Project Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

## ARTICLE 12. LAYDOWN AREAS / MATERIAL STORAGE

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Lay down areas within the project's limits are allowed but require pre-approval from the City. In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

## **ARTICLE 13. ADDENDUM TO GENERAL CONDITIONS 11 and 95**

Reference is made to General Condition Articles 11 - Temporary Utilities, and 95 - Temporary

Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

## **ARTICLE 14. ADDENDUM TO GENERAL CONDITION 1**

Reference is made to General Condition Article 1 – Plans and Specifications at the Site; Record Documents. Marked up drawings and/or As-Built drawings will not be required for this Project.

## ARTICLE 15. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS

The Contractor shall comply with all City design standards, specifications and details. To the extent that Technical Specification or Drawings conflict with City design standards, specifications, or details, City design standards, specifications and details shall control.

## **ARTICLE 16. ADDENDUM TO GENERAL CONDITIONS 2**

Reference is made to General Condition Article 2 – Construction Progress Schedule. Reference is made to General Condition Article 2 – Construction Progress Schedule. For this project, Contractor shall not be required to provide a Sedimentation and Erosion Control Plan, a Water Control Plan and/or Environmental Protection Plan as may be outlined or referenced in the various Articles of these General Conditions.

## **ARTICLE 17. ADDENDUM TO GENERAL CONDITIONS 8, 9 and 10**

Reference is made to General Condition Article 8 – Sedimentation and Erosion Control, Article 9 – Protection of Environmental Resources and Article 10 - Environmental Protection Plan. The requirements of Articles 8, 9 and 10 shall not apply to this project; however, the Contractor shall responsible for any such requirements to the extent set forth in the Technical Specifications or elsewhere in the Contract Documents.

## **ARTICLE 18. CHRO AND CONTRACT REQUIREMENTS**

Bidder's attention is drawn to the fact that should the value of the assigned work equal or exceed \$50,000 a contract with the City of Waterbury will be required and the State of Connecticut Commission on Human Rights and Opportunities (CHRO) contract provisions will apply.

## **ARTICLE 19. CALL BEFORE YOU DIG (CBYD)**

Before any excavation work is performed, the Contractor must contact Call Before You Dig (CBYD) at 811 or 1-800-922-4455 or by email to obtain and maintain a request number and the names of the utility companies that are being notified. The Contractor, (upon request) must

supply the City with the request number(s) and update the City as needed. Upon request, the Contractor must supply the City a complete list of utilities that CBYD will contact for each request. Any subsurface excavations or explorations must be cleared with CBYD at least two (2) days prior to performing work. Any utility conflict must be approved by the City in writing. Information on CBYD is found at the following link, as modified from time to time.

## **ARTICLE 20. OWNER CONTROLLED ALLOWANCE**

If an Owner Controlled Contingency Allowance ("OCCA") has been provided in the Contract, it is to provide an account for certain expenditures found necessary by and ordered done by the City. This item shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions. Work for which payment is included under other items shall not be considered for inclusion under this item.

Use of the OCCA requires the City's advance written authorization. Determination of amounts to be paid for work under this item shall be in accordance with Article 11 of the Special Conditions and at the sole discretion of the City.

Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor and City and shall not exceed amounts established in the OCCA. At project closeout, unused amounts remaining in the allowance shall be credited to the City by Final Change Order (as part of and so documented in Contractor's final payment request).

In no instance shall payments made pursuant to this Article result in an increase in the amount of the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

SC-12

END OF SECTION

RFP #7557

## ATTACHMENT H

**Proposer's Qualification Statement** 

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

## SUBMITTED TO: DIRECTOR OF PURCHASING, CITY OF WATERBURY

## SUBMITTED BY:

Business Name:

Principal Business Address:

Office Address (if different than above):

Business Telephone Number:

Business Email Address:

Type of Organization (Check One) Individually Owned / Sole Proprietor	Limited Partnership	
Corporation	Joint Venture	
LLC	Other (please specify)	
General Partnership		

(NOTE: Attach separate sheets as required)

- 1. How many years has your business been in operation?
- 2. How many years has your business been operating under its present name?

3. Under what other names does your business operate?

4. Under what former names has your business operated?

5. If a Corporation, answer the following:
Date of Incorporation:
State of Incorporation:
Registered with CT Secretary of State: Yes / No (Circle One)
President:
Vice Presidents:
Secretary:
Treasurer:
Other Officers (Names and Titles):
6. If an LLC, answer the following:
Date of Formation:
State of Formation:
Registered with CT Secretary of State: Yes / No (Circle One)
Organization: Sole Member LLC / Multi-Member LLC (Circle One)
Sole Member or Managing Member:
Members.
7. If Individually Owned or Sole Proprietor, answer the following:
Date Business Began:
Name of Owner:
Officers and Titles:

8. If the form of your business is different than those listed above, describe it and name the principals:

9. General Qualifications. Please describe generally the character of work performed by your business and the qualifications and capabilities of your business as they pertain to each of the areas of qualifications listed in the RFP, as well as those of the personnel identified below.

Attach additional sheets as required.

10. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services of the RFP.

11

Attach additional sheets as required.

11. Provide Proposer's chain of command and off-hours telephone numbers, cellular (preferred), to be used for the Project:

Superintendent:	(Name / Telephone Number)	
Foreman:	(Name / Telephone Number)	
Assistant Foreman:	(Name / Telephone Number)	
Other:	(Name / Telephone Number)	~

Qualification Statement - Page 3 of 7

12. Provide the information in the spaces provided below for three (3) projects that your business has <u>completed</u> that are most similar to the project outlined in this RFP.

Name of Project:
Project Location:
Owner:
Project Architect/Engineer:
(Best) Project Contact Phone #:
Month/Year Completed:
Contract Amount:
Original Contract Time Frame:
If not completed within Original Contract Time Frame or on Budget, please explain:
Attach additional sheets as required.
Project #2:
Name of Project:
Project Location:
Owner:
Project Architect/Engineer:
(Best) Project Contact Phone #:
Month/Year Completed:
Contract Amount:
Original Contract Time Frame:
If not completed within Original Contract Time Frame or on Budget, please explain:

Attach additional sheets as required.

Project #3:	
Name of Project:	
Project Location:	
Owner:	
Project Architect/Engineer:	
(Best) Project Contact Phone	e #:
Month/Year Completed:	
Contract Amount:	
Original Contract Time Fran	ne:
If not completed within Orig	inal Contract Time Frame or on Budget, please explain:

Attach additional sheets as required.

13. List projects on which your company is <u>currently</u> working that are most similar to the project outlined in this RFP.

## **Ongoing Project #1:**

Name of Project:	
Project Location:	
Owner / Project Architect/Engineer:	
(Best) Project Contact Phone #:	
Contract Amount:	
Scheduled Completion Date:	
Ongoing Project #2:	
Name of Project:	
Project Location:	
Owner / Project Architect/Engineer:	

(Best) Project Contact Phone #: _____

Contract Amount:

Scheduled Completion Date: _____

(NOTE: To provide information on additional ongoing projects, attach separate sheets as required.)

- 14. Provide (in figures) the percentage (%) of your annual workload that this project will represent?
  - %

15. Other than any projects identified above, please list any contracts or purchase orders for projects <u>completed</u> in the last three (3) years between the your business and any agency of the City of Waterbury.

Attach additional sheets as required.

16. List the equipment available to perform the work for this Project:

Attach additional sheets as required.

17. List all subcontractors (if known) and identify work they will be performing on this project:

Attach additional sheets as required.

Qualification Statement - Page 6 of 7

#### **PROPOSER'S QUALIFICATION STATEMENT**

18. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest in connection with providing services to the City.

Attach additional sheets as required.

19. Please respond to the following questions by circling the appropriate response. For each "YES" response, attach separate sheet providing all pertinent details and describing relevant circumstances, including dates and outcome(s).

a. Have you ever failed to complete any work awarded to you?	Yes / No
b. Have you ever defaulted on a contract?	Yes / No
c. Is there any pending litigation which could affect your busi- ness's ability to perform the services required under this RFP?	Yes / No
d. Is or has your business been named as a defendant in a law- suit within the past five years?	Yes / No
e. Has your business ever had a contract terminated for cause within the past five years?	Yes / No
f. During the past seven years, has your business ever filed for protection under the Federal bankruptcy laws?	Yes / No
g. Are there any other factors or information that could affect your businesses ability to provide the services being sought about which the City should be aware?	Yes / No
f. Has your business received any OSHA Citations or Violations within the past three years? (Is so, please provide the details of each citation / violation on a separate sheet of paper and attach.)	Yes / No

20. The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

Dated at _		this	day of	, 20
Name of P	Proposer:		(m. 1)	
By: _{Na}	ame of Authorized Official	(Print or Type)	_	
Si	gnature of duly Authorized	l Official		÷;
Title: Ti	tle of Authorized Official (	Print or Type)		

#### END OF SECTION

Qualification Statement - Page 7 of 7

### RFP # 7557

### ATTACHMENT I

# **Sample Payment Application Form**

A From: (Contractor)	PPLICATION AND CEF PROJECT:	APPLICATION AND CERTIFICATE FOR PAYMENT PROJECT:
	Purchase Order No.: Vendor No.:	Period To:
TO: (Owner): City of Waterbury 235 Grand Street Waterbury, Connecticut 06702	VIA: (inspector); .	FAP No.: Contract Execution Date:
CONTRACT TIME	CHANGE ORDER SUMMARY	CONTRACTO
Substantial Completion Date: Final Completion Date:	Additions	(Deductions) Application is made for Payment, as shown below, in conjunction with the Contract. Detailed continuation sheaf(s) with line terms must his send costs are attached
Additional Days Approved this Month: Days Days Date Approved		Contract Sum to Date (Line 1 + 2)     Contract Sum to Date (Line 1 + 2)     A. Total Completed & Stored to Date
		5. Retainage this period: 5.0%2.% of Completed Work
Net Change by Change Orders		Ls 5b) (Line 4 less 5c.)
INSPECTOR'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising within this application, the Inspector certifies to the Owner that to the best of the Inspector's knowledge, information, and belief the work has progressed as indicated, the quality of the work is in general accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.	E FOR PAYMENT servations and the data comprising w fithe Inspector's knowledge, information general accordance with the Contract unt certified.	
Amount Certaireo Attach explanation if amount cartified differs from Current Payment Due, (8)	m Current Payment Due, (8).	by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
By:	Date:	By:Date:
By: City of Waterbury This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to Contractor named herein, Issuance, payment and acceptance of payment are	Date:	State of: <u>Connecticut</u> County of: <u>Litchfield</u> Notary Public:

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	CONTRACT
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	UNITS
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						Construct	Construction Orders	Previo	Previous Work	Work To	Work This Period	Work	Work To Date	Work	Work To Finish
ITEM No.	ITEM DESCRIPTION	UNITS	CONTRACT CUANTRY	UNIT PRICE	CONTRACT	APPROVED CO QUANTITIES	CO ANOUNC	OUANTITY	AMOUNT	OUMMITY	ANOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
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### RFP # 7557

### ATTACHMENT J

# **CHRO/State Set-Aside Documentation**

CITY OF WATERBURY

### COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS

### NOTIFICATION TO BIDDERS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT

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

(Revised 09/3/15)

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

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

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

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

#### INSTRUCTIONS AND OTHER INFORMATION

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

#### 1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers. 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

#### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. YesNo
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes_ No_
Other Locations in Ct. (If any)	

#### PART II - Bidder Nondiscrimination Policies and Procedures

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? YesNo
8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? YesNo
9. Does your company have a mandatory retirement age for all employees? Yes No
10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes_No_NA_
11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No NA
12. Does your company have a written affirmative action Plan? YesNo If no, please explain.
13. Is there a person in your company who is responsible for equal employment opportunity? Yes No

1. Will the work of this contract include subcontractors or suppliers? Yes_ No_

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

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

Yes No.	
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#### PART IV - Bidder Employment Information

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

#### PART V - Bidder Hiring and Recruitment Practices

PART V - Bidder H	hiring a	nd Rec	ruitment Practi	ces	and the local data and the	(Page 5)
<ol> <li>Which of the following (Check yes or no, and r</li> </ol>	recruitme eport perc	nt source ent used)	s are used by you?	2. Check (7 requirem a hiring (X)	<li>x) any of the below listed tents that you use as qualification</li>	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NQ	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies		1.11			Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement			· · · · · · · · ·	-	High School Diploma	
Walk Ins	1				College Degree	
Present Employees	1	11			Union Membership	
Labor Organizations		1	1		Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)		1			Car Ownership	
	12-1				Arrest Record	
		1			Wage Garnishments	

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

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

RFP # 7557

# ATTACHMENT K

## **HUD Section 3 Documentation**

Not Applicable to RFP # 7557

### RFP # 7557

### ATTACHMENT L

# **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, includings 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)

### RFP # 7557

# ATTACHMENT M

# Wage Rate Documentation

#### Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 23-48607

#### Connecticut Department of Labor Wage and Workplace Standards

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:	C230-RFP #7557	Project Town:	Waterbury
State#:		FAP#:	
ACKER 200 h	Anne H. See (19, 10)		

#### Project: 2023 Sidewalk Program

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	44.46	28.51
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	39.92	34.47
2) Carpenters, Piledrivermen	36.07	26.15
2a) Diver Tenders	36.07	26.15
3) Divers	44.53	26.15
03a) Millwrights	37.02	27.66
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	55.0	23.75
4a) Painters: Brush and Roller	37.22	23.40
4b) Painters: Spray Only	40.22	23.40

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4c) Painters: Steel Only	39.22	23.40
4d) Painters: Blast and Spray	40.22	23.40
4e) Painters: Tanks, Tower and Swing	39,22	23,40
4f) Elevated Tanks (60 feet and above)	46.22	23.40
5) Electrician (Trade License required: E-1,2 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
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39,7	38.77 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (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
LABORERS		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	34.0	25.59

As of: May 26, 2023

12) Group 5: Toxic waste removal (non-mechanical systems)35.525.5913) Group 6: Blasters35.2525.5913) Group 6: Blasters36.525.59Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)36.525.59Group 8: Traffic control signalmen20.125.59Group 9: Hydraulic Drills34.2525.59Group 9: Hydraulic Drills34.2525.59Group 10: Toxic Waste Removers A or B With PPE36.525.59LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air35.7325.59 + a13a) Miners, Motornen, Mucking Machine Operators, Nozzle Men, Grout Cable Tenders35.7325.59 + a13b) Brakemen, Trackmen, Miners' Helpers and all other men34.7625.59 + aCLEANING, CONCRETE AND CAULKING TUNNEL34.7625.59 + a14) Concrete Workers, Form Movers, and Strippers34.7625.59 + a15) Form Erectors35.0925.59 + aROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREEJaneeree			
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)       36.5       25.59         Group 8: Traffic control signalmen       20.1       25.59         Group 9: Hydraulic Drills       34.25       25.59         Group 10: Toxic Waste Removers A or B With PPE       36.5       25.59        LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air,       35.73       25.59 + a         13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders       35.73       25.59 + a         13b) Brakemen, Trackmen, Miners' Helpers and all other men       34.76       25.59 + a        CLEANING, CONCRETE AND CAULKING TUNNEL       34.76       25.59 + a         14) Concrete Workers, Form Movers, and Strippers       34.76       25.59 + a        ROCK SHAFT LINING, CONCRETE, UNING OF SAME AND TUNNEL IN FREE       35.09       25.59 + a	12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)36.525.59Group 8: Traffic control signalmen20.125.59Group 9: Hydraulic Drills34.2525.59Group 10: Toxic Waste Removers A or B With PPE36.525.59LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air35.7325.59 + a13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders35.7325.59 + a13b) Brakemen, Trackmen, Miners' Helpers and all other men34.7625.59 + aCLEANING, CONCRETE AND CAULKING TUNNEL34.7625.59 + a14) Concrete Workers, Form Movers, and Strippers34.7625.59 + aROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE35.0925.59 + a	13) Group 6: Blasters	35.25	25.59
Group 9: Hydraulic Drills34.2525.59Group 10: Toxic Waste Removers A or B With PPE36.525.59LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air35.7325.59 + a13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders35.7325.59 + a13b) Brakemen, Trackmen, Miners' Helpers and all other men34.7625.59 + aCLEANING, CONCRETE AND CAULKING TUNNEL34.7625.59 + a15) Form Erectors35.0925.59 + aROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE34.76	Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	
Group 10: Toxic Waste Removers A or B With PPE       36.5       25.59        LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner       1100       1100         13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout       35.73       25.59 + a         13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout       35.73       25.59 + a         13b) Brakemen, Trackmen, Miners' Helpers and all other men       34.76       25.59 + a        CLEANING, CONCRETE AND CAULKING TUNNEL       34.76       25.59 + a         14) Concrete Workers, Form Movers, and Strippers       34.76       25.59 + a         15) Form Erectors       35.09       25.59 + a	Group 8: Traffic control signalmen	20.1	25.59
<ul> <li>LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air</li> <li>13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft &amp; Tunnel Steel &amp; Rodmen, Shield &amp; Erector, Arm Operator, Cable Tenders</li> <li>13b) Brakemen, Trackmen, Miners' Helpers and all other men</li> <li>34.76</li> <li>25.59 + a</li> <li>CLEANING, CONCRETE AND CAULKING TUNNEL</li> <li>14) Concrete Workers, Form Movers, and Strippers</li> <li>34.76</li> <li>25.59 + a</li> <li>15) Form Erectors</li> <li>35.09</li> <li>25.59 + a</li> </ul>	Group 9: Hydraulic Drills	34.25	25.59
Plate Tunnels in Free Air         13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout       35.73       25.59 + a         Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders       34.76       25.59 + a         13b) Brakemen, Trackmen, Miners' Helpers and all other men       34.76       25.59 + a        CLEANING, CONCRETE AND CAULKING TUNNEL       34.76       25.59 + a         14) Concrete Workers, Form Movers, and Strippers       34.76       25.59 + a         15) Form Erectors       35.09       25.59 + a	Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders       34.76       25.59 + a         13b) Brakemen, Trackmen, Miners' Helpers and all other men       34.76       25.59 + a        CLEANING, CONCRETE AND CAULKING TUNNEL       34.76       25.59 + a         14) Concrete Workers, Form Movers, and Strippers       34.76       25.59 + a         15) Form Erectors       35.09       25.59 + a        ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE       35.09       25.59 + a			
CLEANING, CONCRETE AND CAULKING TUNNEL 14) Concrete Workers, Form Movers, and Strippers 34.76 25.59 + a 15) Form Erectors 35.09 25.59 + a ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE	Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator,	35.73	25.59 * a
14) Concrete Workers, Form Movers, and Strippers34.7625.59 + a15) Form Erectors35.0925.59 + aROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE	13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
15) Form Erectors 35.09 25.59 + a ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE	CLEANING, CONCRETE AND CAULKING TUNNEL		
ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE	14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
	15) Form Erectors	35.09	25.59 + a

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a
17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
TRUCK DRIVERS(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a

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Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
POWER EQUIPMENT OPERATORS		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
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 Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;	45.92	27.80 + a
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Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)		
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	45.14	27.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
Group 12: Wellpoint Operator.	41.61	27.80 + a
Group 13: Compressor Battery Operator.	40.92	27.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a
**NOTE: SEE BELOW		
LINE CONSTRUCTION(Railroad Construction and Maintenance)		
20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
LINE CONSTRUCTION		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6,5% + 6.20

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26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

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.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

www.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

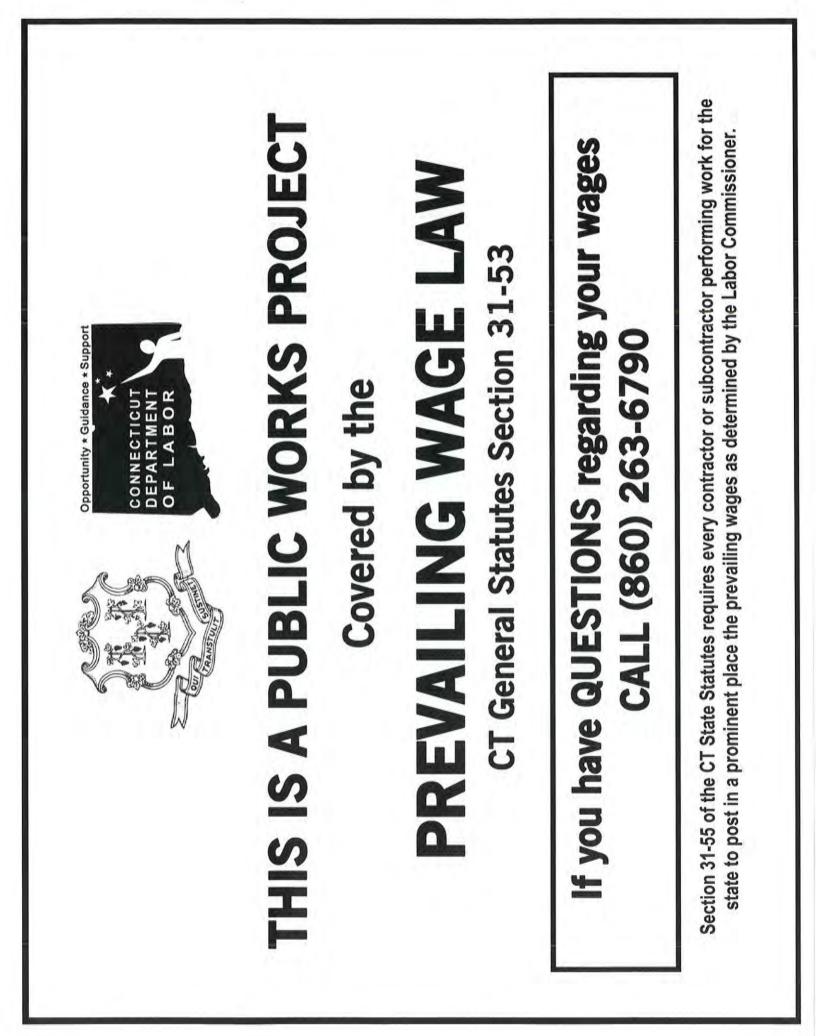
All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

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.



Sec. 31-53b. Worker training requirements for public works projects. Enforcement, Regulations, Exceptions, (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety

and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

#### (P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

# **Informational Bulletin**

## THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS. November 29, 2006

### Notice

### To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### Forklift Operator:

- Laborers (Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine feet only.

- Power Equipment Operator (Group 9) - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Sec. 31-55a. Annual adjustments to wage rates by contractors doing state work. Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

(P.A. 02-69, S. L.)

# CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

#### CONTRACTORS WAGE CERTIFICATION FORM Construction Manager at Risk/General Contractor/Prime Contractor

Signed

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

Notary Public

Return to:

Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109

Rate Schedule Issued (Date): ____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.	necticut Genera statement of co by to the contra	l Statutes, 31-53 mpliance otting agency.		P.A	VROL	CERT	FICATI	ON FOR P WEEKI	FOR PUBLIC WOI WEEKLY PAYROLL	PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL	ROJECTS			Wage V	nunecticut ge and Wo 200 Folly Vethersfie	onnecticut Department o ge and Workplace Stand 200 Folly Brook Blvd. Wethersfield, CT 06109	Counecticut Department of Labor Wage and Workplace Shandards Division 200 Folly Brook Blvd. Wethersfield, CT 06109	
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OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

#### *FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

1)	Medical or hospital care	4) Disability
2)	Pension or retirement	5) Vacation, holiday

3) Life Insurance ______ 6) Other (please specify) _____

#### CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of

of , (hereafter known as

Employer) in my capacity as ______ (title) do hereby certify and state:

#### Section A:

1.

 All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

***THIS IS A PUBLIC DOCUMENT*** ***DO NOT INCLUDE SOCIAL SECURITY NUMBERS***

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# Information Bulletin Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

# Below are additional clarifications of specific job duties performed for certain classifications:

#### ASBESTOS WORKERS

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

#### ASBESTOS INSULATOR

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

#### BOILERMAKERS

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

#### BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

#### <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

#### LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

#### DELIVERY PERSONNEL

• If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages <u>are not required</u>. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

#### ELECTRICIANS

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9*.

#### ELEVATOR CONSTRUCTORS

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1,2,5,6.

#### FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

#### GLAZIERS

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

#### IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

#### INSULATOR

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

#### LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

#### PAINTERS

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

#### LEAD PAINT REMOVAL

- Painter's Rate
  - 1. Removal of lead paint from bridges.
  - 2. Removal of lead paint as preparation of any surface to be repainted.
  - 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
  - 1. Removal of lead paint from any surface NOT to be repainted.
  - 2. Where removal is on a TOTAL Demolition project only.

#### PLUMBERS AND PIPEFITTERS

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

#### POWER EQUIPMENT OPERATORS

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *License required, crane operators only, per Connecticut General Statutes.

#### ROOFERS

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

#### <u>SHEETMETAL WORKERS</u>

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air -balancing ancillary to installation and construction.

#### SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.

#### <u>TILE MARBLE AND TERRAZZO FINISHERS</u>

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

#### TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **License required, drivers only, per Connecticut General Statutes.* 

#### For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

• Hauling material off site is not covered provided they are not dumping it at a location outlined above.

• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6790.

#### Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

#### **Elevator Constructors: Mechanics**

- Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

#### Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

#### **Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

#### Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

#### Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

#### Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

#### **Sprinkler Fitters**

 Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

#### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Waterbury, Connecticut

# SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.1

August 17, 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>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Davis, Tyrell	Assistant Football Coach	WHS	08/14/23
Terenzi, Timothy	Lead Unified Sports Coach	WHS	08/28/23

Respectfully submitted,

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

August 17, 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	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Banaj,	Classroom Assistant	FT	\$15.41/hr	UPSEU	InterDis Magnet	8/24/23
Alketa	Maloney			68	22-23	
Bartee,	CT Teacher Resident-	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Lateena	Classroom			68	23-24	
	Assist./Hopeville					
Cora,	Parent Liaison	FT	\$15.88/hr	UPSEU	Title I/A	8/24/23
Ashley	WSMS			69	22-24	
Davidson,	Bilingual Language	FT	\$17.00/hr	UPSEU	Title III	7/27/23
Michelle	Assessor			69	22-24	
Forino,	Behavior Counselor	FT	\$21.72/hr	F UPSEU	Title II A	8/24/23
Sophia	Carrington			69	Dist 23-25	
Gordon,	Behavior Counselor	FT	\$24.00/hr	F UPSEU	Title IV	8/24/23
Crystal	Reed			69	23-25 District	
Hall,	Behavior Counselor	FT	\$21.71/hr	F UPSEU	Title I A	8/24/23
Taylor	Gilmartin			69	23-25	
Hammond,	Behavior Counselor	FT	\$21.72/hr	F UPSEU	PSD-Summer	7/31/23
Cynthia	Wendell Cross			69	23-24	
Holmes,	CT Teacher Resident-	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Angela	Classroom			68	23-24	
	Asst./Gilmartin					
Hudson,	CT Teacher Resident-	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Giovanna	Classroom Asst./Tinker			68	23-24	
Johnson,	CT Teacher Resident-	FT	\$18.19/hr	F UPSEU	Alliance District	7/20/23
Joy	Classroom			68	23-24	
(transfer)	Asst./Wendell Cross					
Ricci,	Office Manager	FT	\$17.25/hr	UPSEU	Title I	7/27/23
Kathleen	Fam. & Comm.			69	Part A	
	Engagement Center				22-24	

Respectfully submitted,

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

August 17, 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:

Shippee, Kieran – Athletic Director, Kennedy High School, effective 08/03/23.

Respectfully submitted,

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.4

August 17, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Priority School Grant Before/After School Program appointments:

<u>Name</u>	Position	<u>Location</u>
Anglin, Seritha	AM/PM Assistant	Walsh
Crane, Evan	Lead Teacher	Walsh
Justs, Patricia	Teacher	Walsh
Lubus, Nicole	Teacher - Sub	Walsh
Oley, Mary Beth	Paraprofessional	Walsh
Ricco, Timothy	Teacher - Sub	Walsh
Walker, Bernice	PM Assistant	Walsh
Sullivan, Donna	Teacher- Assistant	Maloney
Garica, Nilsa	Teacher	International
Garica Orta, Emily	AM Assistant	International
Kershaw, Tania	Teacher - Sub	International
Rodriguez, Anirak	Teacher - Sub	International

Respectfully submitted,

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

August 17, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following new teacher hires effective 08/23/23:

<u>Last Name</u>	First Name	Position	
Aguirre-Galan	Ashley	Special Education	Crosby
Ahmeti	Zhenita	Other	Generali
Ariola	Jennifer	<b>Elementary Teacher</b>	Wendell Cross
Benton	Emily	Math	Kennedy
Beveridge	Gabrielle	<b>Elementary Teacher</b>	Reed
Bhatnagar	Sonali	Library Media	Reed
Boatright	Trevira	Central Office	Districtwide
Bonacassio	Brittany	<b>Elementary Teacher</b>	Bunker Hill
Bond	Troy	<b>Elementary Teacher</b>	Wallace Middle
Branco	Sofia	Special Education	Bucks Hill
Burgess	Susan	<b>Elementary Teacher</b>	Wallace Middle
Capobianco	Olivia	Special Education	Gilmartin
Carasone	Alanna	<b>Elementary Teacher</b>	Regan
Castro	Rosalie	<b>Elementary Teacher</b>	Reed
Charlton	Zené	<b>Elementary Teacher</b>	Sprague
Cichowski	Brianna	<b>Elementary Teacher</b>	Tinker
Cifuentes	Andrea	<b>Elementary Teacher</b>	Duggan
Clark	Leah	Special Education	Duggan
Coer	Jessica	<b>Elementary Teacher</b>	Wilson
Collette	Emma	<b>Elementary Teacher</b>	Wilson
Conchado	Ryan	Special Education	North End Middle
Conner	Carrington	<b>Elementary Teacher</b>	Wilson
Corbin	Elizabeth	Administration	Districtwide
Cordova-Rolon	Carmen	Bilingual	Hopeville
Damiani	Patricia	School Counselor	West Side Middle
Dickey	Lili	School Counselor	Wilson
Diodonet	Yamailys	Elementary Teacher	International

DiPietro	Kristin	Early Childhood	Washington
Doyle	Kiley	Elementary Teacher	Washington
Doyle	Katie	Reading/ELA	Kennedy
Elawad	Rana	Elementary Teacher	Wilson
Elliott	Kristen	Reading/ELA	Kennedy
Faber	Cheryl	Special Education	Rotella
Foley	Kyle	Social Studies	North End Middle
Gallinoto	Madeline	Elementary Teacher	Generali
Gardner	Tia-Simone	Elementary Teacher	Wilson
Gartman	Alexandera	Reading/ELA	Wallace Middle
Gizzi	Adriana	Elementary Teacher	Driggs
Goff	Colleen	Reading/ELA	North End Middle
Gordon	Kimberly	Reading/ELA	Wallace Middle
Grullon	Diana	Bilingual	Kennedy
Guarda	Karen	Elementary Teacher	Sprague
Guerrera	Olivia	Elementary Teacher	Bucks Hill
Haas	Taylor	Elementary Teacher	Sprague
Hall	Amari	Math	Carrington
Hasemann	Erich	School Counselor	Wallace Middle
Hibbert	Alethia	PE/Health	Kennedy
Hintz	Josephine	Other	Wilby
Hulteen	Brooke	Elementary Teacher	Sprague
Hurlburt	Regina	Early Childhood	Bucks Hill Annex
Кадеу	Melanie	Elementary Teacher	Bucks Hill
Khouri	Michael	Reading/ELA	Crosby
LaPrade	Leah	Special Education	Wilson
LaSalle	Ashley	Reading/ELA	Wallace Middle
Lee	Alexus	Elementary Teacher	Rotella
Levy Sainfleur	Shasalee	<b>Elementary Teacher</b>	Regan
Linnell	Colby	PE/Health	Wendell Cross
Littlefield	Mishaela	Elementary Teacher	Bucks Hill
Lopez	Melissa	Elementary Teacher	Hopeville
Louis	Melanie	Reading/ELA	North End Middle
Mars	Kristen	Special Education	Reed
Marszalek-Baldyga	Julia	Reading/ELA	Wendell Cross
Martin	Samantha	Elementary Teacher	Wilson
Mayi Prado	Fernando	World Languages	Waterbury Arts Magnet
McNulty	Maura	Elementary Teacher	Wilson
Miller	Persis	Special Education	Wilson
Monegro	Jessica	Elementary Teacher	Sprague

Moquete	Narciso	Computer Technology	Waterbury Careee
Mudry	Jeffrey	Elementary Teacher	Wilson
Muniz	Stacey	Other	Crosby
Murray	Rachel	Science	Carrington
Nealy	Lashonda	Elementary Teacher	Chase
O'Grady	Juliana	Early Childhood	Wendell Cross
Onofrio	Nicole	Early Childhood	Bucks Hill Annex
Ortega	Marisol	Reading/ELA	Waterbury Arts Magnet
Osagie	Nancy	<b>Elementary Teacher</b>	Kingsbury
Park	Pauline	Performing Arts	Waterbury Arts Magnet
Pecukonis-Rinaldi	Lori	Special Education	Wilby
Porcaro	Stefanie	Fine Arts	Kennedy
Rehmer	Sofia	Business	Wilby
Riegel	Hillary	<b>Elementary Teacher</b>	Wilson
Rinaldi	Joseph	Special Education	Gilmartin
Robinson	Yolonda	Special Education	Sprague
Roman	Jeremiah	PE/Health	Reed
Roy (Ciarleglio)	Sarah	Science	West Side Middle
Royka	Samantha	<b>Elementary Teacher</b>	Washington
Sackey	Anna	Elementary Teacher	Sprague
Sergi	Laura	Elementary Teacher	Bunker Hill
Signore	Deirdre	Reading/ELA	North End Middle
Silva	Nicole	Reading/ELA	Waterbury Career
Soper	Kayleen	Elementary Teacher	Wallace Middle
Stanwicks	Meghan	PE/Health	North End Middle
Stoto	Ashley	Elementary Teacher	Walsh
Styles	Alex	Elementary Teacher	Walsh
Sufra	Wendy	Other	Districtwide
Swan	Shania	Elementary Teacher	Bunker Hill
Tully	Ashley	PE/Health	Bucks Hill Annex
Ureta	Isabelle	Elementary Teacher	Bucks Hill
Vernon	Tavoyah	School Counselor	Gilmartin
Wilde	Elizabeth	Math	North End Middle
Williams Iverson	Verretta	Elementary Teacher	Driggs
Yates	Arreyion	Elementary Teacher	Kingsbury
Zirpolo	Forrest	Science	Crosby

Respectfully submitted,

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.6

August 17, 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>Assignment</u>	<u>Effective</u>
Azab, Jaimie	Walsh/Grade K	08/01/23
Barone, Stephen	Enlightenment/Social Studies	07/25/23
Cassidy, Haley	NEMS/Math	08/04/23
Ciminera, Kimberly	Reed/Grade 3	06/15/23
Correa, Jennifer	WHS/Biology	08/04/23
DiLonardo, Rachel	Generali/Special Education	08/09/23
Colby, Shannon	Washington/Grade 3	07/26/23
Gauvin, Anna	Kingsbury/Grade 3	08/02/23
Hall, Taylor	NEMS/ Physical Education-Health	07/17/23
Hill, Elaine	WMS Academic Academy/Grade 4	08/04/23
Leyhow, Linda	Reed/Grade 4	08/01/23
Lichaa, Miranda	Wilson/Co-taught Special Ed grade K	07/24/23
McCann, Peter	WSMS/Grade 8 Math	08/14/23
Nagle, Sandra	WAMS/Grade 7 ELA	07/31/23
Nisbet, Grace	WMS Special Education	06/15/23
Ocasio, Jessica	Walsh/Elementary Principal	08/27/23
O'Neil, Laura	WMS Special Education	07/20/23
Perugini, Haleigh	Wendell Cross/Library Media Specialist	08/10/23
Poulin, Gina	NEMS/Grade 6 ELA	08/03/23
Roman, Jeremiah	Reed/Physical Education-Health	08/14/23
Ruscz-Maffia, Kimberly	General/Special Education	08/07/23
Sanzone, Ashley	Bucks Hill/Special Education	08/07/23
Weinstein, Irene	Tinker/Library Media Specialist	08/01/23

Respectfully submitted,

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.7

August 17, 2023

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous assignments, transfers, etc.:

- Brito, Mallory involuntary transfer from Elementary Vice Principal/Driggs to Elementary Vice Principal/Wilson.
- Coelho, Dana Involuntary transfer from Elementary Vice Principal/Wilson to Elementary Vice Principal/Bucks Hill.

Moriarity, Shea – assignment of Interim Vice Principal/Walsh.

Rosser, Jennifer – assignment of Elementary Principal/Driggs.

Sakyi-Sam, Hanna – involuntary transfer to Vice Principal/Driggs.

Theriault, Michael – involuntary transfer from Elementary Principal/Driggs to Elementary Principal/Wilson.

Thompson, Melissa – assignment of Interim Elementary Vice Principal/Bunker Hill. Wilson, Maureen – assignment of Interim Elementary Principal/Walsh.

Respectfully submitted,



# COMMUNICATIONS



August 2, 2023 through August 15, 2023



(203) 574-6761

July 31, 2023

#### <u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

Michael Dessalines 214 Walnut St. Waterbury, CT 06704

Dear Mr. Dessalines:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023457) at \$18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 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 6months 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 Wendy Johns, Prov. Director of Pupil Serv. file



(203) 574-6761

July 31, 2023

#### <u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

Jade Pouncey 89 Proctor St. Waterbury, CT 06706

Dear Ms. Pouncey:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023458) at \$18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 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 6months 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, Nichelle West

Nicholle West Human Resources Generalist

NW/sd cc Board of Education Dr. Ruffin, Supt. of Schools Wendy Johns, Prov. Director of Pupil Serv. file



(203) 574-6761

July 31, 2023

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

Nermin Ismaili 57 Rosewood Ave., Apt. 11 Waterbury, CT 06706

Dear Ms. Ismaili:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023451) at \$18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 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 6months 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 Wendy Johns, Prov. Director of Pupil Serv. file



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

July 31, 2023

Candace Nadimi 158 Peck Lane Bristol, CT 06010

Dear Ms. Nadimi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023122) at \$18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 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 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, *Micholle West* 

Nicholle West Human Resources Generalist NW/sd cc Board of Education Dr. Ruffin, Supt. of Schools Wendy Johns, Prov. Director of Pupil Serv. File



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

July 31, 2023

Nancy Juca 39 Earl St., 1st Fl. Waterbury, CT 06710

Dear Ms. Juca:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023035) at \$20.02 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 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 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, Nichelle West

Nicholle West Human Resources Generalist NW/sd cc Board of Education Dr. Ruffin, Supt. of Schools Wendy Johns, Prov. Director of Pupil Serv. file



(203) 574-6761

The City of Waterbury

**Connecticut** Department of Human Resources Office of the Civil Service Commission

August 3, 2023

Lisa Lawton 104 Merrimac St. Oakville, CT 06779

Dear Ms. Lawton:

Your name is being certified to the Department of Education for the position of Administrative Associate I @ North End Middle School (Req. #2023677) at \$21.95 per hour.

Your official start date in this position will be August 17, 2023.

Please contact Jacquelyn Gilmore, Principal @ North End Middle School at (203) 574-8097 with any questions you may have in regards to this position.

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 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

cc: Board of Education Dr. Ruffin, Supt. of Schools Jacquelyn Gilmore, Principal @ NEMS File



(203) 574-6761

<u>The City of Waterbury</u> <u>Connecticut</u> Department of Human Resources Office of the Civil Service Commission

August 3, 2023

Susana Silva 119 Taft Pointe, #5 Waterbury, CT 06708

Dear Ms. Silva:

Your name is being certified to the Department of Education for the position of Human Resources Assistant (Req. #20240229) at \$28.26 per hour.

Your official start date is August 3, 2023.

We have scheduled your orientation for Thursday, August 10, 2023 at 11:00 am at the Department of Education Training Room located at 236 Grand Street, 2nd 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 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

NW/sd

cc: Board of Education Dr. Ruffin, Supt. of Schools Juan Mendoza, Asst. Supt file



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 9, 2023

Genesis Hunter 29 Griggs St. Waterbury, CT 06705

Dear Ms. Hunter:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2024000) at \$16.81 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to <u>19 hours</u> per week.

This position <u>does not provide health insurance benefits</u>. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at <u>www.waterburyct.org</u>.

We have scheduled your orientation for Thursday, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 28, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely, Nicholle West

Nicholle West Human Resource Generalist

NW/sd cc: Board of Education Dr. Ruffin, Supt. of Schools Linda Franzese, Food Serv. Director file



(203) 574-6761

#### <u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 9, 2023

Ba'Vonni Sampson 100 Fulkerson Dr., Apt. 57 Waterbury, CT 06708

Dear Ms. Sampson:

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 – Driggs Elementary School (Req. #2023911) at \$17.12 per hour. Please contact Dr. Jennifer Rosser, Principal @ Driggs Elementary School at (203) 574-8160 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd 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 August 17, 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, Nichelle West

Nicholle West Human Resources Generalist

NW/sd cc Board of Education Dr. Ruffin, Supt. of Schools Dr. Jennifer Rosser, Princ @ Driggs file



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 10, 2023

Waldemar Hernandez 47 Randolph Ave., Fl. 1 Waterbury, CT 06710

Dear Mr. Hernandez:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I (Req #2023683M) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 17, 2023.

We look forward to working with you.

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

August 10, 2023

Angel Torres 1370 Highland Ave, Apt. 3 Waterbury, CT 06708

Dear Mr. Torres:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I (Req #2023660) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 17, 2023.

We look forward to working with you.

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

August 10, 2023

Artur Tavares 101 Hitchcock Rd., Apt. 1 Waterbury, CT 06705

Dear Mr. Tavares:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I (Req #20240224) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 17, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely, Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 10, 2023

Minerva Pagan 163 Stillwell Dr. Plainville, CT 06062

Dear Ms. Pagan:

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 @ Reed Elementary School (Req. #2024144) at \$17.12 per hour. Please contact, Hannah Sam, Principal @ Reed Elementary School at (203) 574-8180 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023, 2023 at 9:00 a.m. in Waterbury City Hall, Veterans' Memorial Hall, located at 235 Grand Street, 2nd Floor 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 August 24, 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, Nichelle West

Nicholle West Human Resources Generalist

NW/sd cc Board of Education Dr. Ruffin, Supt. of Schools Hannah Sam, Princ @ Reed file



(203) 574-6761

## <u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 10, 2023

Jocelyn Medina 393 Robinwood Rd. Waterbury, CT 06708

Dear Ms. Medina:

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. #2023995) at \$17.12 per hour. Please contact, Michael Harris, Principal @ Waterbury Career Academy at (203) 574-6000 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023, 2023 at 9:00 a.m. in Waterbury City Hall, Veterans' Memorial Hall, located at 235 Grand Street, 2nd Floor 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 August 17, 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



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 10, 2023

Raquel Cabrera 65 Division St. Waterbury, CT 06704

Dear Ms. Cabrera:

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 – Duggan Elementary School (Req. #2023871) at \$17.12 per hour. Please contact, Melissa DiGiovanni, Principal @ Duggan Elementary School at (203) 574-8875 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023, 2023 at 9:00 a.m. in Waterbury City Hall, Veterans' Memorial Hall, located at 235 Grand Street, 2nd Floor 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 August 17, 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, Nichelle West

Nicholle West Human Resources Generalist

NW/sd cc Board of Education Dr. Ruffin, Supt. of Schools Melissa DiGiovanni, Princ @ Duggan file



(203) 574-6761

The City of Waterbury

**Connecticut** Department of Human Resources Office of the Civil Service Commission

August 11, 2023

Christian Santiago 182 Northridge Dr., Apt. 8 Waterbury, CT 06708

Dear Mr. Santiago:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I (Req #20240224) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 17, 2023.

We look forward to working with you.

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

August 11, 2023

Adelino Soares 26 Deer Run Lake, Apt. 25 Waterbury, CT 06705

Dear Mr. Soares:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I (Req #2023683J) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 17, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely, Nicholle West

Nicholle West Human Resources Generalist

NW/sd



(203) 574-6761

<u>The City of Waterbury</u> Connecticut Department of Human Resources Office of the Civil Service Commission

August 11, 2023

Oneil Wedderburn, Jr. 150 Morton Rd. Waterbury, CT 06705

Dear Mr. Wedderburn, Jr.:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I (Req #20240224) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 17, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely, Nicholle West

Nicholle West Human Resources Generalist

NW/sd



# 2022-2023 Annual Report



Board of Education 2022-2023

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## Message from Superintendent of Schools

As Superintendent of Schools, it is my pleasure to continue to serve a district committed to offering a high-quality education to all students. I would like to extend a warm welcome to the 2023-2024 school year to all of our families and community partners here in Waterbury. I am excited for all this new school year has to offer and I know when all of us come together, we can make a difference in our community. Waterbury Public Schools continues to provide opportunities for all students to maximize their skills and talents. Our school system is an exciting place where educational excellence is more than a goal; it is our standard. We are committed to creating opportunities for all students to do their best and to succeed. We strive to lead our students into becoming respectful, responsible and productive citizens vital to our community. Our mission is to inspire and prepare each student to be successful in and beyond school by promoting equity in policy, practice and resources. With our continuous efforts to embrace diverse communities, civility, honesty, responsibility and transparency, there is no doubt that our students will be leaders in the future. As a teacher, administrator and leader of various educational roles, I have witnessed how continued support can create a premier school system.

Our accomplishments in 2022-2023 would not be possible without the dedication of our teachers, administrators, staff, community, local partners, families and students. Waterbury Public Schools recognizes that meaningful relationships are the foundation of an exemplary education. We look forward to building on this year's successes as we continue to implement our strategic seven year plan in the years ahead.

Thank you for your continued support!

## Verna D. Ruffin

Verna D. Ruffin, Ed. D., Superintendent



## Core Values, Mission and Vision

## **Core Values**

The Waterbury Public Schools System

- Holds high expectations for excellence in teaching and learning
- Promotes equity in policy, practice and resources
- Provides students a quality learning experience aligned to our Portrait of a Graduate
- Acts as stewards for community resources and managing our assets to ensure equity and excellence
- Recognizes that meaningful relationships are the foundation of a high-quality education
- Committed to embracing a diverse community
- Committed to civility, honesty, responsibility and transparency

## Mission

The mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.

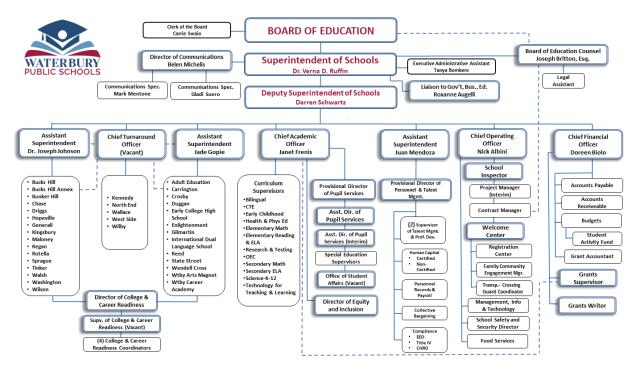
## Vision

All Waterbury Public Schools students will graduate ready to transform their world.



## Waterbury Public Schools Administration

## **District Organizational Chart**



## Central Office Support

## CENTRAL ADMINISTRATION

- Superintendent
- Deputy Superintendent Chief Academic Officer Chief Financial Officer Interim Chief Operating Officer Assistant Superintendent Assistant Superintendent of Human Capital Director of Pupil Services Director of Communications Chief Turnaround Officer Board of Education Attorney Supervisor of Management, Info. and Tech.
- WATERBURY PUBLIC SCHOOLS

Dr. Verna D. Ruffin Mr. Darren Schwartz Mrs. Janet Frenis Mrs. Doreen Biolo Mr. Nicholas Albini Mrs. Jade L. Gopie Dr. Joseph H. Johnson Mr. Juan Mendoza Mr. Miguel Pabon Ms. Belen Michelis Vacant Atty. Joseph Britton Mr. Will Zhuta **Director of College and Career Readiness** Director of Equity and Inclusion Director of Safety and Security

Mrs. Nyree Toucet Dr. Lara White Mr. Daniel Barry

#### TEACHING AND LEARNING SUPERVISORS

**Bilingual/ESOL Education** Mrs. Adela Jorge Career and Technical Education Fine Arts (PreK-12) Health & Physical Education Math (PreK-5) Math (6-12) Reading/English Language Arts (PreK-5) Reading/English Language Arts (6-12) Research, Development, and Testing Science **Social Studies** Technology for Teaching and Learning

Mr. Michael Merati Ms. Holly Maxson Mr. Joseph Gorman Vacant Dr. Susan Miller Mrs. Dena Mortensen Ms. Jennifer Sarja Ms. Tara Battistoni Mrs. Kari Nizzardo Mrs. Veda Harris Dr. Michelle Eckler

#### **RECRUITMENT & PROFESSIONAL DEVELOPMENT**

Ms. Marissa Waters Talent & Professional Development Supervisor Talent & Professional Development Supervisor Ms. Carli Carpentieri

#### SPECIAL EDUCATION SUPERVISORS

Ms. Donajean Belcher Ms. Michelle Bibeau Ms. Lisa Brown Mr. Robert Delaney Ms. Kimberly DiVergilio Ms. Allison Finley Ms. Alice Heintz Ms. Jamie Miller Ms. Chayna Nath Ms. Wendy Owen Ms. Sharon Walsh (Assistant Director) Melina Rodriguez (Assistant Director)



#### WELCOME CENTER

Family and Community Engagement Manager Student Registration District Liaison to Students in Transition Community Connections Coordinator Bussing/Crossing Guard Coordinator Bussing Assistant

#### OFFICE OF EARLY CHILDHOOD

Supv. of Early Childhood Education Supv. of Early Childhood Special Education School Readiness Liaison Ms. Quineshia Brown Ms. Margaret Williams Mrs. Shynea Paris Mrs. Barbara Tenor Mr. Jeffrey Hunter Edwin Ellington

Mrs. Maureen Bergin Mrs. Marisa Blakeslee Ms. Krista Pisano

### **School Principals**

#### ALTERNATIVE SCHOOLS AND PROGRAMS

Waterbury Adult Continuing Education	Mr. Antonio Musto
Enlightenment School	Mrs. Christina Moore (Int.)
State Street Program	Mrs. Lisa Ariola-Simoes
Bucks Hill Preschool	Ms. Amy Simms

#### **HIGH SCHOOLS**

#### Crosby High School

Principal Vice Principal Vice Principal Vice Principal Vice Principal ECHS Administrator on Special Assignment Administrator on Special Assignment

John F. Kennedy High School

Principal Vice Principal Vice Principal Vice Principal Mr. Michael Veronneau Mrs. Cathleen Newmark Mr. Salvatore Vollero Vacant Mr. Sean Mosley Dr. Richard Arroyo Dr. Jennifer Rosser

Mr. Robert Johnston Mr. George Smalley Mr. Matthew Gwiazdoski Ms. KaryIn Fitzpatrick



#### Wilby High School

PrincipalDr. Michelle BakerVice PrincipalMs. Jeannine Minort-KaleVice PrincipalMr. Jason MartinezVice PrincipalMs. Elizabeth HensonAdministrator on Special AssignmentMr. Joseph BegnalAdministrator on Special AssignmentMrs. Lauren Elias

#### Waterbury Arts Magnet High School

Principal	Mr. Nicholas Albini
Vice Principal	Dr. Maria Stasaitis
Vice Principal	Mr. Joseph Nole
Vice Principal	Ms. Jennifer Deeley

#### Waterbury Career Academy High School

Principal	Mr. Michael Harris
Vice Principal	Mrs. Jennifer Franceskino
Vice Principal	Mr. Peter Flammia

#### MIDDLE SCHOOLS

#### North End Middle School

Principal Assistant Principal Assistant Principal Assistant Principal

#### Wallace Middle School

Principal Assistant Principal Assistant Principal Assistant Principal Academic Academy Supervisor Mrs. Jacquelyn Gilmore Mr. James Simpson Ms. Jennifer McAloon-Egan Mrs. Sharell Herbert

Mr. Vincent Balsamo Ms. Cynthia Hammond Ms. Bridget Regan Ms. Patricia McCarthy Mrs. Melinda Grove



#### West Side Middle School

Mr. Peter McCasland
Mrs. Kathleen Ferrucci
Mr. James Tolman
Ms. Cathie Rinaldi (Int.)

#### Waterbury Arts Magnet Middle School

Principal	Mr. Nicholas Albini
Vice Principal	Dr. Maria Stasaitis
Vice Principal	Mr. Joseph Nole
Vice Principal	Ms. Jennifer Deeley

#### ELEMENTARY AND PRE K-8 SCHOOLS

#### **Bucks Hill Elementary School**

Principal	Ms. Maria Jimenez
Elementary Vice Principal	Ms. Brittany Dunn

Bunker Hill Elementary School

Principal Elementary Vice Principal

Carrington Elementary School

Principal Elementary Vice Principal Ms. Karen Renna Ms. Kristen Gwiazdoski

Ms. Emily Griffin

Mrs. Maryann Thompson (Int.)

H.S. Chase Elementary School

Principal Elementary Vice Principal Elementary Vice Principal

Wendell L. Cross Elementary School

Principal Elementary Vice Principal Mrs. Lori Eldridge Mr. Ivan Hernandez Ms. Sonja Selenica

Mrs. Donna Cullen Mrs. Ann Drewry



## Driggs Elementary School

Principal Elementary Vice Principal	Mr. Michael Theriault Ms. Mallory Britto
John Duggan Elementary School	
Principal Elementary Vice Principal	Ms. Melissa DiGiovanni Ms. Carla Fidanza
M.M. Generali Elementary School, Margare	<u>t</u>
Principal Elementary Vice Principal <u>Gilmartin Elementary School</u>	Ms. Kristen Gaudiosi Ms. Shernett Evans Foster
Principal Elementary Vice Principal	Mrs. Laura Curley-Colon (Int.) Ms. Melissa Vargas (Int.)
Hopeville Elementary School	
Principal Elementary Vice Principal	Ms. Erika Lanza Ms. Julissa Crespo
International School	
Principal	Ms. Diurca Tomasella
F.J. Kingsbury Elementary School	
Principal Elementary Vice Principal	Mr. Erik Brown Ms. Susan Groppi
Maloney Interdistrict Magnet School	
Principal Elementary Vice Principal Jonathan E. Reed Elementary School	Mrs. Diane Bakewell Ms. Jan Phillips
Principal Elementary Vice Principal	Ms. Hannah Sam Ms. Kimberly Rock



#### Frank G. Regan Elementary School

Principal	Mrs. Angela Razza
Rotella Interdistrict Magnet School	
Principal Elementary Vice Principal <u>Sprague Elementary School</u>	Mrs. Robin Henry Ms. Dana Wallace
Principal Elementary Vice Principal <u>B.W. Tinker Elementary School</u>	Ms. Stephanie Carpentieri Mr. Raymond Irrera
Principal Elementary Vice Principal <u>Walsh Elementary School</u>	Mr. Ryan Sullivan Ms. Claudia Biello (Int.)
Principal Elementary Vice Principal <u>Washington Elementary School</u>	Mrs. Jessica Ocasio Dr. Maureen Wilson
Principal <u>Woodrow Wilson Elementary School</u>	Mrs. Inez Ramirez
Principal Elementary Vice Principal	Mrs. Dana Coelho (Int.) Mr. Shea Moriarty (Int.)
Board of Education	
COMMISSIONERS	

Mayor Neil M. O'Leary (D) - Chairman Ex-Officio

Ann M. Sweeney - President

Juanita P. Hernandez - Vice President

Melissa Serrano-Adorno - Secretary



Annual Report 2022-2023

Elizabeth C. Brown

LaToya R. Ireland

Amanda K. Nardozzi

Margaret A. O'Brien

Rocco F. Orso

Charles (Chuck) E. Pagano, Jr.

Thomas Van Stone, Sr.

#### STUDENT REPRESENTATIVES

Destini Langs, Waterbury Career Academy (Grade 11) Eric Arifi, Waterbury Arts Magnet School (Grade 12) Giani Bonval, Wilby High School (Grade 12) Elliott Hernandez, Wilby High School (Grade 11) Grace Henderson, Waterbury Arts Magnet School (Grade 11) Kristian Ngjela, Kennedy High School (Grade 12) Mickal Holmes, Crosby High School (Grade 11) Florenza Omari, Crosby High School (Grade 12) Eva Pineda, Kennedy High School (Grade 11) Mary Jane Vazquez, Waterbury Career Academy (Grade 12)



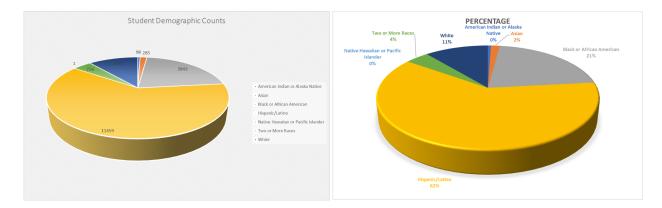
## Demographics at a Glance

## **Students**

**District Student Enrollment** 

Total Enrollment (October 2022) 18,595

### **District Student Demographics**



Student Enrollment	
Ethnicity/Race	Count
American Indian or Alaska Native	98
Asian	285
Black or African American	3943
Hispanic/Latino	11459
Native Hawaiian or Pacific Islander	1
Two or More Races	756
White	2053

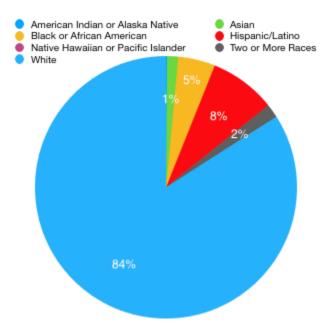


School Year	Total Enrollment	Special Education	English Learners	Pre-K
22-23	18,595	3662	3393	795
21-22	18,660	3,733	3,307	885
20-21	18,450	3,896	2,969	414
19-20	18,807	3,637	2,919	836
18-19	18,847	3,583	2,820	779
17-18	19,007	3,396	2,615	817
16-17	19,001	3,345	2,553	819
15-16	18,862	3,307	2,432	744
14-15	18,878	3,242	2,354	702
13-14	18,706	3,093	2,121	682
12-13	18,485	2,951	2,061	666
11-12	18,175	2,803	1,952	662

## **Enrollment Trends**







Administrators						
Ethnicity/Race	Male	Female	Total			
American Indian or Alaska Native	0	0	0			
Asian	0	1	1			
Black or African American	1	8	9			
Hispanic/Latino	3	9	12			
Native Hawaiian or Pacific Islander	0	0	0			
Two or More Races	0	2	2			
White	20	50	70			



Teachers						
Ethnicity/Race	Male	Female	Total			
American Indian or Alaska Native	0	2	2			
Asian	1	20	21			
Black or African American	12	52	64			
Hispanic/Latino	21	98	119			
Native Hawaiian or Pacific Islander	0	0	0			
Two or More Races	5	20	25			
White	272	1002	1274			



## **District Improvement**

## Process and Overview

The 2022-2023 district improvement plan provided the roadmap for improvement in Waterbury Public Schools. Under the four categories of: Educating the Whole Child, Expanding Access, Choice, and Equity, Ensuring Safe and Healthy Schools, and Investing in the Future, the district accomplished several goals in improving the quality of education for students in Waterbury.

- Educating the Whole Child some examples
  - Establishing a Portrait of a Graduate and Mastery-Based Credit- Development of the first iteration of the new standards-based assessment system that aligns with the district's portrait of a graduate. Students in grades 11 and 12 earned the Mastery Based Credit (MBC) to fulfill the graduation requirement. Services provided include consulting on design, implementation, and integration with the district's other academic initiatives.
  - Tutoring-Evidenced-based practice dictates that learning loss can be offset by high-quality tutoring, expanding hours that tutors are available, and ensuring good training allows us to impact even more students. Varsity Tutors provided support for this initiative. Varsity tutors provided on-demand support for all students in grades 3-12. In addition, high dosage 1 to 1 tutoring offered extensive help to accelerate learning and close mathematics achievement gaps for students in grades 3 and 6.
  - Curriculum and Instruction- Establishing a reliable and valid curriculum in all subject areas. The district purchased materials for CTE, physical education, health and wellness equipment, and core materials in content areas that support curriculum goals. This also includes a focus on materials that support blended learning for students. In addition, the World Languages curriculum was redeveloped in grades 6-12 including updated student material. Also, the district invested in library media upgrades to student material such as Makerbot technology, arts expansion, science materials for grades K-12, EL/Bilingual/TESOL materials, social studies materials that support the curriculum, preschool materials, and specific special education curriculum such as Wilson reading.
  - CTE Expansion/Dual Enrollment- Materials to support the expansion of health sciences, cyber security, robotics, and drone piloting career pathways. Also, increase early college course offerings.
  - 530 Clubs- All high schools created afterschool math clubs to support student success on the math portion of the SAT. The program served 126 students and resulted in 40 of those students passing the rigorous exam.



- Second Step/SEL Curriculum- Teachers of students in grades K-8 facilitated the process of teaching social and emotional skills to support students in managing their emotions, have empathy, problem solve, make responsible decisions and maintain healthy relationships using the Second Step Curriculum.
- Expanding Access, Choice and Equity some examples
  - Virtual Academy- Develop Virtual Learning Options and a Virtual Learning Academy based on students who qualify per CSDE guidance. Utilizing lessons learned about the best practices and most efficient system to integrate virtual learning into the district portfolio of education options. This will improve our ability to provide initial H.S. credit, expand high school course offerings such as AP throughout the district, and advance equity and access.
  - Enrichment- Creating and expanding opportunities for art and cultural experiences for families and students in Waterbury. This will allow all families to access local enrichment at no cost. This would include partnerships with local stakeholders, such as, but not limited to, Mattatuck Museum, Palace Theater, Waterbury Symphony Orchestra, Seven Angels Theater, YMCA, PAL, Boys and Girls Club, Shakesperience, and Girls Inc.
  - Summer Programming-Support costs of, including transportation for: Summer Field Trips and Summer Camp, YMCA, Boys and Girls Club, Holiday Hill, Waterbury summer recreational (or similar field trip/summer program) Freckle math, Waterbury Youth Service, CAMP MATTATUCHA, Fitness Fury, Channel 3 Kids Camp, and all materials and staffing for summer programming PK-12.
  - Equity- Contract service providers to provide program design and development support to implement district-wide equity training for teachers and administrators. Specifically, recruit teachers of color to diversify the workforce, ensure that we retain our best teachers, and aggressively recruit and pursue the best candidates because talent matters. Professional training from Baruti Kafele, to conduct a 9-session assistant principal academy focus on equity, diversity, and inclusion for 3 hours each session for all assistant Principals.
  - *Gifted and Talented-* Over 150 3rd, 4th, and 5th graders were identified as being Gifted using the Naglieri standardized assessment.
- Ensuring Safe and Healthy Schools some examples
  - School Based Health Centers
  - School Counselors- 23 full-time positions for elementary and PK-8 schools and two career counselors at two of our high school programs.
  - Social-emotional learning curriculum-A curriculum was purchased, adopted, and implemented.



- School counseling curriculum- Comprehensive monitoring of student progress and performance to ensure the integration of the Comprehensive School Counseling Curriculum with a focus on Naviance.
- Support Beyond School Hours- Provide one-on-one counseling support access for students beyond traditional hours. Many students reported enjoying office hours during remote learning and the support provided for them. Student Success Agency was contracted to provide this service.
- MTSS- Purchasing outside services to support and supplement school-based efforts to respond to increased student emotional and behavioral needs due to the long-ranging effects of the pandemic. Selected schools with a high population of particularly impacted students will receive additional staffing support and capacity building to serve a wide range of student needs.
- Connecticut Junior Republic (CJR) Behavioral Health Clinicians Provide clinicians in middle and high schools to support the mental health and well being of the students. Individual and group counseling is provided to students during school hours, weekends and vacations. After-school program is offered to provide academic tutoring and support and engage students in enrichment experiences.

#### • **Investing in the Future** - some examples

- *Evaluation and Professional Learning-* The Teacher Evaluation and Professional Learning Software from PowerSchool will be fully integrated with our existing district systems and will provide our principals and school leaders with the resources necessary to address the instructional needs of their schools through streamlined data collection, analysis, and reporting, which will help improve the quality of our teacher's instruction through a collaborative evaluation process.
- Waterbury U- Staff will earn stipends as they work to complete a micro-endorsement consisting of 3 micro-credentials. Pathways will include teacher leadership, mentoring, National Board Certified teaching, master teacher, SEL, acceleration, and additional courses aligned with teaching and learning. (\$33/hour for 30 hours per credential=\$990) 3 credentials per teacher =\$2,970 1700 teachers with 3 credentials =\$5,049,000. Due to the challenges of teachers' working conditions during the pandemic, this program will provide an opportunity for professional renewal and advancement.
- Leadership Support- CT Center for School Change to support district instructional leaders and staff with the understanding of the Acceleration framework components



## **Budget and Finance Highlights**



## Education Budgets for FY 2023:

- General Fund Operating Budget at \$158,375,000 Continuing to control costs and achieve a year-end budget surplus for consecutive years of a minimal budget and prepared consecutive years of minimal growth operating budget with little proposed negative effect on educational programs offered to our students.
- The General Fund Operating Budget was \$158,375,000 for Fiscal year 22-23 and has been flat funded (no increase) in past years.
- The State Funded Education Cost Sharing (ECS) total for Fiscal Year 22-23 was \$164,355,045, of which \$50,737,863 was the Alliance Grant portion to the Education Department. Waterbury has been severely underfunded in the ECS grant. However, the State ECS phase-in formula is helping to bridge the gap.
- The total of State Grants for Fiscal Year 22-23 total was \$ 27,781,896. Some types of State Funded Grants are the 21st Century, School Safety and Security Grants, Low Performing School Bond, Family Resource Center, Magnets, School Readiness, etc.
- Additional State Grant was awarded for Commissioner's Network Schools in the amount of \$2,740,000 for three comprehensive middle schools (North End, Wallace, West Side) and for one comprehensive high school (Wilby).
- The total of Federal Grants for Fiscal year 22-23 total was \$ 159,341,908. Some types of Entitlement Grants are IDEA, Title I, Title II, Title III, Title IV, 21st Century After School. Other federal grants are ESSER & ARP ESSER funds.



- Another Federally funded grant awarded in our sixth consecutive year for a total of \$1,160,776 was the Every Student Succeeds Act (ESSA) School Improvement Grants awarded to Opportunity Districts for three middle schools (North End, Wallace and West Side)and the three high schools (Crosby, Kennedy, Wilby) to assist student needs further.
- The Education Finance Department prides itself on receiving complete "clean" audit reports of any findings or comments for consecutive years.

## Active Federal Grants from COVID 19 in FY2022:

- Due to the pandemic, the district received various funds through the Federal Cares Act to support and provide continuing education in an accessible, equitable, and meaningful way to the students we serve.
  - Elementary and Secondary School Emergency Relief Fund (ESSER I) \$ 9,394,519
     Grant Ends September 2022 (Public Portion \$8,462,310 and Non-Public Portion \$ 932,209 Equitable Services). Funds were budgeted for the following priorities:
    - 1) Ensuring that all students have access to appropriate technology and connectivity.
    - 2) Accessibility to a high-quality curriculum that addresses the needs of all learners, including students with disabilities.
    - 3) Addressing student learning gaps and safely reopening schools.
    - 4) Providing social and emotional support for educators and students as they transition back to school.
  - Elementary and Secondary School Emergency Relief Fund (ESSER II) \$ 41,651,124
     Grant Ends September 2023 (No Equitable Services). Funds were budgeted in the following priorities:
    - 1) Academic Support, Learning Loss, Learning Acceleration, and Recovery.
    - 2) Family and Community Connections.
    - 3) School Safety and Social-Emotional Well-being of the "Whole Student" and of our School Staff.
    - 4) Remote Learning, Staff Development, and the Digital Divide.
    - 5) Other
  - American Rescue Plan Act (ARP/(ESSER III) \$ 89,691,176 Grant Ends September 2024 (No Equitable Services). Funds were budgeted in the following priorities:
    - 1) Learning Acceleration, Academic Renewal, and Student Enrichment..
    - 2) Family and Community Connections.



- 3) Social, Emotional, and Mental Health of the Students and of our School Staff.
- 4) Strategic Use of Technology, Staff Development, and the Digital Divide.
- 5) Building Safe and Healthy Schools.

## Operations

The Operations Departments (Technology, Facilities, Security, Food Services, Transportation, and Welcome Center) have completed and planned many projects for the 2022-2023 school year. The programs continue to focus on building from recent successes seeking cost-effectiveness and efficiency in supporting the District's educational goals, mission, and vision. Creating and sustaining healthy, safe, cost-effective, and efficient infrastructure and support for students and staff remain the guiding principles for the Operations Departments. Through investigation, research, and collaborative planning, many projects have been started and completed leveraging several funding sources. Working in collaboration with all other Education Departments, the Operations Departments diversified plans to continue to support the expansion of 1:1 learning initiative and engage in multiple projects designed to support the Safe Return to In-Person Instruction and Continuity of Services. A summary of the many projects and efforts by the Operations Divisions is as follows:

## Digital Classroom Technology

#### **Chromebook and Laptop Distribution**

The Technology Distribution Center on Harper Ave is crucial in streamlining the District's device management processes. The Center enables efficient handling of new orders by centralizing device intake and asset tagging. All newly acquired devices are shipped to the Center, where they undergo tagging and assignment procedures before being distributed.

Additionally, the Center serves as a hub for processing damaged, failed, and returned devices. These devices are meticulously refurbished, repaired, and prepared for student redistribution. The Center has successfully processed many repair requests, totaling 6,022. Furthermore, it has salvaged 2,121 Chromebooks, leading to nearly a million dollars in cost savings by avoiding device replacements. Managing a fleet of over 30,000 Chromebooks, the Center plays a vital role in maintaining the inventory and ensuring devices are available for student use.

To provide schools with comprehensive insights into their device inventory and tracking, the Center has developed device inventory reports. These reports offer valuable information regarding each school's inventory and enable efficient tracking of devices. Additionally, a



bi-annual reconciliation process is implemented to meticulously track student devices and ensure proper accountability within the system.

In summary, the Technology Distribution Center on Harper Ave is a central hub for device management, streamlining intake, asset tagging, refurbishment, and repair. Through its efforts, the Center has significantly reduced replacement costs, managed a large fleet of Chromebooks, and implemented effective inventory tracking mechanisms for schools within the District.

#### Wireless Network buildout to Support 1:1 and Distance Learning

The connected classroom has quickly become the norm. Significant upgrades were made to the wireless infrastructure in response to the increasing prevalence of connected classrooms and the introduction of Chromebooks, iPads, and other devices in schools. A total of 321 wireless access points were specifically enhanced to support new wireless standards, cater to the demands of wireless devices, and reinforce wireless security.

A comprehensive redesign of the Wi-Fi network was undertaken to ensure seamless connectivity in the evolving educational environment. This involved strategically installing over 1,577 wireless access points throughout classrooms, common areas, and the exteriors of schools. These additions were instrumental in bolstering the wireless network infrastructure, enabling it to meet the stringent technical specifications mandated by new requirements while facilitating device connectivity.

The newly deployed wireless access points were designed to accommodate the latest 802.11AC 1 Gig wireless standard. Simultaneously, they were also equipped to support legacy devices operating on 802.11n 2.4 Gig and 802.11a/b/g standards. This comprehensive compatibility ensured that the 1-to-1 program and BYOD initiatives , along with older district laptops, could be accommodated.

Overall, these extensive upgrades and installations met the increasing wireless demands within the school setting and prioritized wireless security to create a robust and efficient wireless network infrastructure.

## Voice Over IP (VOIP) Telephone System

In 2022-2023, the Voice Over IP (VoIP) end-to-end solution experienced further expansion, incorporating 800 classroom handsets. As a result, every class and office space within the district is now equipped with a VOIP phone, enabling seamless communication. This investment has proven highly beneficial, generating monthly savings of over \$9,700 for the District.

One of the key advantages of this expanded VoIP system is the centralized management system. This system empowers administrators to make configuration changes to the telephone system at



each site remotely, eliminating the need for physical presence. Furthermore, it provides the flexibility to expand services offered by the telephone system while concurrently reducing costs and eliminating unnecessary duplication.

With the successful implementation of the expanded VoIP solution, the district has achieved comprehensive coverage, significant cost savings, and improved efficiency in system management.

#### **Canon Copiers and Print Management**

Replacing the aging Copier Fleet with new, more efficient hardware devices helps centralize the Print Ecosystem by improving printing efficiency by being able to track all copiers and printers. These cost control outputs help set printing budgets by creating printing rules. Monthly printing volume has been reduced from over 3.3 million copies per month to less than 1 million, resulting in estimated yearly savings of \$355,368.00.

#### **Chromebook Charging Stations**

The District oversees a network of more than 1,500 Chromebook charging stations designed to efficiently store, charge, and secure devices. These charging stations can accommodate up to 40 devices, ensuring convenient charging and safe storage for each device. Classroom workflow is effectively organized by utilizing these charging stations, and their compact design minimizes the space they occupy.

## **Food Services**

The 2022-2023 school year was a return to a more traditional model of serving in the schools. While we saw an increase in participation from the students being fully back to school we are still off from the numbers we saw prior to the pandemic. We also saw a decrease in participation resulting from the CN schedule. Sandwiches were provided to the students at a cost to the district from those schools. This was done in order to keep the whole program in compliance with State and Federal Regulations while still providing the students with something to eat. The CN schedule demonstrated that when students are in school the participation increases significantly. Even though sandwiches were sent home with students we saw a significant drop in participation of both sent home sandwiches and meals served on those days on average we would see a daily participation decrease of 3,000-5,000 meals with only 1,300 sandwich meals going out. These numbers suggest that approximately 2,000 less meals were being served on those days. These numbers are troublesome in two ways; there is a significant decrease in revenue generated from those days and more importantly there are more kids not eating than



normally would. The Food Service Department also has continued to struggle with staffing which added significant strains to the individual cafeterias and the Central Kitchen.

There were many bright spots this past year as well. We did see significant loosening of supply chain restrictions resulting in far fewer substitutions and complete menu changes. This more consistent flow of goods and services allowed us to focus more on updating our menu to offer more variety. This variety was seen not only for our cooking schools but also for pre-plate which was fully supplied from our Central Kitchen. This was the first year we were able to really explore the capabilities of this facility and recognize some of its current and identify future potential. We started offering fresh salads to all schools as an option and will continue to seek other options in the future. Due to our financial standing we were also able to make some significant upgrades. We purchased new lunch tables for a number of schools which will provide a more inviting space for the students to eat as well as make it easier for custodial staff to work with. We also upgraded kitchen equipment at a number of schools increasing the efficiency for those kitchens. The addition of 2 blast chillers at the central warehouse will increase options for the types of meals we can provide going forward. These endeavors were part of an overall plan to reduce a fund balance so that we could come back in line with requirements from the USDA.

Looking forward to 2023-2024, we hope to continue to see an increase in the number of students participating in the various programs. We also anticipate and hope to see a loosening in the job market allowing us to hire more staff in order to ease pressures at the schools and increase our output from the Central Kitchen. Finally, we anticipate to continue our goal of offering more variety and higher quality of food to all our students not only from our outside vendors but also from our Central Kitchen.

## Facilities and Construction

2022-2023 was a great year for Facilities and Construction projects.

We continue to partner with SLAM Collaborative Inc. to conduct Long Range Infrastructure Facilities Planning Study to examine and analyze the following district needs:

- Comprehensive analysis of the district enrollment projections for the next ten years based on demographic, housing and economic trends.
- All curricular and programming priorities identified in the Waterbury Strategic Plan and consistent with the Mission, Vision, and Core Values as adopted by the Board of Education.



- The programming and quality of existing educational infrastructure, including any recommendations for repairs, renovation, expansion, or new school buildings.
- Developing scenarios for optimal facility utilization for the next ten years.
- Developing a Master Plan with identified priorities for repairs, renovation and expansion and replacement of major building mechanicals. The Master Planning which is still underway shall provide the framework for modernization through major capital improvements/renovations or additions to existing facilities or new construction proposals.

SLAM Collaborative Inc. conducted a Facility Condition Analysis & Assessment Study and provided the district with Deferred Maintenance & Asset Renewal Reports with corrective actions and associated replacement costs for all school buildings. Through a collaborative planning process, SLAM worked with all BOE and City stakeholders to design and implement a custom Master Database that has allowed the district to sort and query data by school building to identify various projects that fall under different categories requiring repairs or replacement within 1 to 5 years. Armed with this resourceful database and as part of the life cycle analysis and stewardship program, we have prioritized several HVAC and non-HVAC projects leveraging several funding sources, primarily ESSER I, ESSER II, ARP ESSER funding, Capital and other State fundings. Some of these projects are in the planning phase, while others are in the design and contract phase with anticipated construction start dates of Spring and Summer of 2023 and completion date through December 2024. The projects that are funded through ESSER I, ESSER II and ARP ESSER to replace aging HVAC mechanical equipment to improve indoor air quality in school buildings do in fact align with the grant uses of funds to build safe and healthy schools for our students and staff.

We acquired the building formerly known as St. Peter and Paul School in November 2020 and began renovating the building, which has now become the district's new International Dual Language School from Pre-K to 2 beginning August 30, 2021 and moving to grade 3 in the 2023 school year. With the anticipation of adding a grade level each year, the Facilities Dept. has taken on the challenging task of renovating the original part of the building to accommodate grade 2 to grade 4. While many concerns were raised about the ability to complete this project due largely to supply chain issues, the Operations team proved to engage in a complete renovation of the building within a very short time window and get it ready for the new school year. This was literally years of work completed in a matter of months with the support of the entire team and our City partners.



While Schools were in session, the Facilities team never stopped working on projects. Summer cleaning was moved up, and many projects were performed with the students out of the building, including but not limited to:

- Kingsbury Boiler Replacement Project is slated for completion in 2023
- Planning for New Learning Park at Carrington is complete
- Auditorium renovations at Crosby, Kennedy, Wilby, Waterbury Arts Magnet, Rotella, and West Side
- Chiller Replacement for Maloney Magnet completed
- Bunker Hill and Washington elevator construction completion in 2023
- Crosby, Kennedy, and Wilby High Schools mechanical upgrades in 2023
- Kennedy Roof Replacement Project is slated for completion in 2024
- Sprague Roof Replacement Project is slated for completion in 2024
- Tinker Roof Replacement Project is slated for completion in 2024
- Elevator additions at Driggs, Generali and Wilson is in the planning phase
- Fencing replacement throughout the district
- Various painting projects District-wide
- Various masonry projects District-wide
- Various HVAC projects District-wide using ESSER I and ESSER II and ARP ESSER funding
- Successfully hosting and providing a safe environment for City summer camps at Crosby, North End, Wallace, West Side and Wilby

# Safety and Security 2022-23:

Safety and Security focused primarily on the following projects while assisting school administrators with traffic issues, investigations, fire and safety drills as well as any risk management inquiries.

- Successfully completed in conjunction with the IT Department Round 4 and 5 of the State Security Grant which increased the Districts camera total to approximately 2,400 exterior and interior for all Board of Education properties as well as card access points. End result of the combined project: 28 schools received upgraded cameras and servers, increased views that eliminated hidden pockets, more access entries, reduced camera ad server issues and all schools are now connected to the Real Time Crime Center.
- Nearly complete with the Mutalink project after providing detailed mapping for all school locations as well as technical support from the IT Department. Upon completion of this



project, all schools will have real time panic alarm capability, increasing the response time for emergency services as well as coordinated camera views in the alerting school.

- Critical Response Group (CRG) mapping of all school properties to be completed by fall of 2023. Will provide first responders with accurate mapping of school facilities including athletic fields on Fire and Police CAD systems to support their responses to emergencies.
- 90% completion and expansion of the Automated External Defibrillator (AED) upgrade for the district.
- Collaborated with camera and access providers to pilot a door contact project that enables administrators in real time to manage door access in their respective buildings in conjunction with the Milestone and Access systems.
- Creation of a scope of work for anticipated Round 6 in School Security Grants in August.
- Completion of Lockdown System installations to all schools for immediate shutdown and alerting of school buildings.
- Tracking and submission of all drills fire and non per school submitted to the state by June 30th.
- Revamped Police and Fire access capabilities for Police and Fire Departments.
- In conjunction with the School Inspectors Office, the replacement of 30 doors at Kennedy, Washington, Sprague, Kingsbury and Chase; next Round if approved will include Crosby, Wilby, NEMS and Hopeville.

# Human Capital

Juan Mendoza, Assistant Superintendent of Human Capital

# Highlights

In the fiscal year 2022-2023, the Human Capital Office supervised the recruitment, selection, and appointment of one hundred and ninety-seven (197) highly qualified teachers and twenty-four (24) administrators. The office replaced staff that resigned, retired, were non-renewed, or were promoted to higher positions. The average salary level for new teachers was \$61,043 and \$111,569 for administrators. These salaries fell within budget. The average teacher salaries were higher than the previous 2021-2022 school year averages, while the average administrator salaries were slightly higher than the previous 2020-2021 school year averages.

Each new teacher who was hired was assigned a TEAM mentor even when it was not required by State statute. All teachers hired under DSAP permits and mid-year contracted teachers were assigned a TEAM mentor to offer support and reflection even though they were not being evaluated. New Teacher Orientation acclimates new hires to proper school procedures ranging



from Attendance Policy to proper use of Social Media. Additionally, class management and special education procedures and policies are included in the three-day orientation. All new teachers participated in cultural competency and unconscious bias training. Feedback from attendees has been positive regarding the New Teacher Orientation process. The number of non-renewal recommendations from building Administrators and Supervisors has decreased over the last five school years, and we believe this is a reflection of the New Teacher Orientation and the expectations which are clearly defined.

We substantially decreased employee paid sick time for the 2022-2023 school year from the previous year. The number of FMLA-approved leaves in 2021-2022 was 399 which was attributed due to COVID applied towards FMLA; in 2022-2023, that number was 305, a 30.82% decrease from the previous year.

Under the direction of the Superintendent, the Human Capital Office undertook and subsequently completed various employee relations inquiries. The varied inquiries resulted in select disciplinary actions in accord with applicable steps of progressive discipline and collective bargaining agreements. In accordance with applicable collective bargaining agreements, the Human Capital Office received and properly processed various grievances. The number of grievances for 2022-2023 totaled nine (9) which was a one grievance increase from the previous year, when a total of eight (8) grievances were received and processed by the office. In addition to collective bargaining agreement based grievances, the Human Capital Office in collaboration with the District's and City's legal counsel received and processed seventeen (17) CHRO and thirteen (13) EEOC complaints this year.

In terms of Recruitment and Professional Development, the Human Capital Office is consistently working on new initiatives to increase the number of effective teachers within our district. We use a variety of strategies to attract, develop and retain high-quality and diverse school staff. Our team has attended both in-person and virtual career fairs at colleges/universities, the Connecticut State Department of Education, and local community events. Between the months of September through May, we have attended a total of 18 in-person fairs and 15 virtual fairs. These career fairs allowed for successful networking opportunities with potential candidates and community contacts.

In addition to attending career fairs, we recruit using a variety of platforms to reach as many highly qualified candidates as possible. Our online job posting platforms include: CT Reap, Handshake, Indeed, LinkedIn, Frontline, K12 Job Spot, HBCU Careers, EdWeek-TopSchoolJobs, and community email blasts. We have also purchased our virtual career fair platform, Brazen, and use it for recruitment specific to Waterbury Public Schools (WPS) needs. We utilize Canva to create aesthetically pleasing flyers to attract potential candidates, which we actively post on all of our social media outlets, including Facebook and Twitter.



For the 2022-2023 School Year, the Human Capital Office increased the district's advertising efforts which allowed us to optimize message frequency and expand our recruitment efforts across the state. We have local ads at the Waterbury Brass Mill Center Mall and have collaborated with Post University on an electronic billboard ad that can be seen while driving on I-84. We had an ad running in the Sunday edition of the Waterbury Republican-American, which circulates in the towns of Naugatuck, Prospect & Beacon Falls, and the Citizen News website. Our ad can also be seen in the Waterbury Observer in both their regular publications and seasonal issues. We began a recruitment campaign with WFSB for their 'We're Hiring Wednesday' Sponsorship in Spring 2023. They promote WPS live on air, on their website and across all of their social media platforms and created a :15 second promotional ad shown prior to all advertisements. We collaborated with Fox61 News to create a commercial highlighting the district and the benefits of joining the WPS team. Premion, their digital and streaming platform, allows them to curate custom audiences to reach the ideal Waterbury Public Schools Teacher Candidates. In addition, we have created two separate movie theater ad campaigns; one with ScreenVisionMedia and the other with National CineMedia. Both movie theater campaigns ran :30 second ads prior to all major motion pictures on over 120 screens across the state. To reach a broader audience, National CineMedia ran rotating ads at two of its four locations in English and Spanish.

The Human Capital Office is continuously connecting with institutions of higher learning and establishing relationships to support student internships and field experiences while exposing our students to college life and expectations. We currently have partnerships formed with the following organizations: University of Connecticut, University of Bridgeport, University of Hartford, University of St. Joseph, Central Connecticut State University, Eastern Connecticut State University, Western Connecticut State University, Southern Connecticut State University, Franklin Pierce University, Naugatuck Valley Community College, and Inter-American University of Puerto Rico. We are in the process of forming an additional partnership with Quinnipiac University. We are in constant communication with our student teachers ensuring they have a successful experience within our district and conduct interviews with them towards the end of their student teaching. We have had a high success rate in hiring our student teachers.

Exit Surveys are sent out to every teacher upon resignation. The Human Capital Office reviews the results of the exit surveys to identify any trends or areas of need to address as another retention strategy.

Due to the current national teacher shortage, Waterbury Public Schools must remain competitive with other districts across the state and country. WPS' methods for recruiting and retaining high-quality and diverse educators continue to evolve and expand to meet these demands.

The newly developed Enhanced Educator Certification Reciprocity Policy was created by the Connecticut State Department of Education (CSDE) for states within the Northeastern Region to



streamline the process of obtaining a Connecticut certification for educators who hold valid and active out-of-state certifications. This policy was passed in order to recruit diverse, high-quality educators from the following states: Delaware, the District of Columbia, Maine, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Puerto Rico, Rhode Island, Vermont and Virginia.

We remain in a partnership agreement with Relay Graduate School of Education (Relay GSE). This 18-month program creates a pathway for paraeducators who hold a bachelor's degree to become certified to teach in a variety of areas. The program is unique in that the Relay GSE candidates maintain their current positions and are released for 6.5 hours a week to attend classes and observe a mentor teacher. These alternative programs are of particular interest to candidates looking for a career change and paraeducators looking to become certified. We have supported a total of seven candidates (two candidates in 2020-21 and five candidates in 2021-22) through the Relay Program and are hoping to increase that number in the future.

With over 18,000 diverse students, WPS makes a conscious effort to recruit and retain educators of color to ensure our staff resembles the students we serve. Over the past few years, the Waterbury Public Schools' Human Capital Office has increased the focus on minority teacher recruitment (MTR). At the beginning of the 2022-2023 school year, we purchased a subscription to HBCUCareers.com where we advertise our district highlights and post our current vacancies (Waterbury Public Schools HBCUCareers.com District Profile). Our team has been in attendance at six Historically Black Colleges & Universities (HBCU) virtual career fairs. These educator preparation programs (EPPs) have a proven record of preparing and certifying racially diverse educators. On April 12, 2023, we attended Howard University's 15th Annual Job Fair for Educators in Washington, D.C. We have also attended a Diversity in Education Virtual Fair (12/6/22), Diversity in Teaching Virtual Fair (4/6/22) and the CSDE-RESC Diversity in Education Fair (5/5/22). The focus of these fairs was on MTR and as a direct result of these fairs, the number of minority candidates in our elementary and secondary talent pools increased. The state average for Teachers of Color (TOC) is approximately 10% in comparison to our district average of approximately 23% for Teachers of Color. In addition, WPS' administrator of color (AOC) rate is approximately 31%. Although we pride ourselves in having a higher average TOC and AOC rate than the state of Connecticut, we continue to work to diversify our staff to ensure that our educators and leaders represent the students whom we serve.

The Human Capital Office is currently working with the Connecticut State Department of Education (CSDE) and the State Education Resource Center (SERC) in a variety of ways that are all connected to increasing equity in education. One such initiative is the CSDE Educator Diversity Coaching Series. The purpose of the coaching series is to support Connecticut school districts in their efforts to increase the racial, ethnic, and linguistic diversity of their educator workforce. At the end of the workshop series, the district will have a comprehensive recruitment and retention



plan. This workshop directly relates to this project because the project, if funded, will be embedded in the recruitment and retention plan created with the CSDE.

To support the minority teacher recruitment and retention efforts, WPS participated in the yearlong SERC professional learning series titled: Courageous Conversations & Courageous Leadership: Moving the Racial Dialogue to Systemic Racial Equity Transformation. Through this series, WPS created a District Equity Leadership Team (DELT) which is represented by central office officials, school-level administrators, classroom teachers, and members of the community. The DELT created an Equity Action Plan and Equity Policy which highlights needs and strategies for creating a culturally responsive workforce that is reflective of the district's student population. Last year this was rolled out at the Middle and High School level. This year (2022-2023) it was rolled out at the Elementary School level.

We continue to partner with TEACH Connecticut to provide our students, paraeducators, and community members personalized pathways to teacher certification no matter where they are on their journey. Since its launch in October 2018, TEACH Connecticut has supported more than 900 EPP applicants. In year three of the partnership alone, TEACH Connecticut supported over 500 applicants, 41% of whom identify as people of color and 39% of whom are endeavoring to teach in a subject shortage area. With our partners at TEACH Connecticut, we designed and implemented a unique three-part recruitment campaign. A campaign that several other districts are now requesting to bring to their campuses. Together, we have hosted informational sessions and offered 1:1 coaching geared toward pathways to certification for our community members, students, and staff.

WPS has several "Grow Your Own" initiatives to support the recruitment and retention of teachers of color. We are in the second year of offering our High School Juniors and Seniors the EdRising program, where students interested in majoring in education can earn up to six college credits from the University of Connecticut. Research shows that through EdRising, pre-college engagement allows districts to invest in current students of color while also cultivating future educators. In addition, WPS has implemented the Connecticut Teacher Residency Program (CT TRP). This program is geared toward people of color who currently reside in Waterbury, hold a Bachelor's degree, and are looking to pursue a career in teaching. This past school year, we hosted three "residents" who worked a full school year side-by-side with a Mentor Teacher, received pay and benefits, and completed education courses through CREC. All three of our teacher residents were recommended for a full-time teaching position committing to serving for at least three years in the position within Waterbury Public Schools. CT TRP is a proven strategy to diversify the teaching staff across Connecticut. It is designed to provide Waterbury Public schools with a pipeline to support high-performing staff with BA degrees to move to the next level and join the ranks of full time teachers. We plan to increase our number of residents for next school year (2023-2024).



In partnership with Bloomboard, WPS has developed and implemented our very own Waterbury U, a micro-credential opportunity for our current certified and non-certified staff members. Professional Development is another layer of investment in the professional growth of our staff. We strive to provide professional learning that allows our teachers to stay up to date with the latest best practices in teaching ensuring instructional practices being used are relevant and effective. Making sure our teachers are well-equipped and successful in the classroom improves our teacher retention rate. Waterbury U allows us to offer job embedded professional learning that reaches our students making it a true investment in education. During the 2022-23 school year, 92 WPS employees participated in Waterbury U.

WPS also participates in the NextGen Educators Program. The NextGen Educators bring highly motivated college students seeking education degrees into Connecticut's classrooms. To ensure more consistent support for teachers and students alike, this program will assign a NextGen Educator who will each provide two to three days of support per classroom. Each NextGen Educator will be matched with an Anchor Teacher. Anchor Teachers do not receive a stipend. Unlike student teachers, the NextGen Educators will not earn credit for this program. Instead Waterbury Public Schools will pay each NextGen Educator a rate of \$100 each day. Once the Anchor Teacher, in collaboration with Human Capital and the University, feel that the NextGen Educator is ready to be on their own, the school principal can determine how best to utilize their NextGen educators. Just a few of the ways they can be helpful include: leading small group instruction under supervision, assisting with developing lesson plans, facilitating the use of new technologies to support online learning, and providing personalized support for students.

WPS will continue the following "Grow Your Own" programs (Relay GSE, NextGen, EdRising). In addition, WPS will be implementing the Connecticut Teacher Residency Program (CT TRP) next school year (2023-2024). This program is geared toward people of color who currently reside in Waterbury, hold a Bachelor's degree, and are looking to pursue a career in teaching. We will host three "residents" who will work a full year side-by-side with a Mentor Teacher, receive pay and benefits, complete education courses through CREC, and upon successful completion of training/participating in CT TRP will be appointed a full-time teaching position committing to serving for at least three years in the position within Waterbury Public Schools. CT TRP is a proven strategy to diversify the teaching staff across Connecticut. It is designed to provide Waterbury Public schools with a pipeline to support high-performing staff with BA degrees to move to the next level and join the ranks of full time teachers.

We understand the pivotal role Human Capital plays towards the improvement of our school system and the overall success of our students. We look forward to continuing the crucial work in recruiting and retaining high-quality educators for the students of Waterbury Public Schools.



School/Dept.	Grade/Subject	Number of New Teachers
Elementary	Art	2
Elementary	Bilingual Gr K & Gr 5	1
Elementary	Biliteracy Coach	1
Elementary	English Second Language	2
Elementary	Grades Pre-K Through 5	64
Elementary	Guidance Counselor	4
Elementary	Health & Physical Education	2
Elementary	Library Media Specialist	1
Elementary	Music	2
Elementary	Psychologist	1
Elementary	Social Worker	4
Elementary	Speech Language Pathologist	3
Elementary	Special Education	14



High School	Allied Health	1
High School	Art	2
High School	Business	4
High School	Computer Education	1
High School	Dance	1
High School	English Language Arts	8
High School	English Second Language	2
High School	Family Consumer Science	1
High School	Guidance Counselor	6
High School	Health & Physical Education	2
High School	Math	2
High School	Music	1
High School	ROTC	1
High School	Science	2
High School	Spanish	4



High School	Social Studies	5
High School	Social Worker	1
High School	Special Education	5
High School	Tech Ed	4
High School	Theater	1
Middle School	Business	1
Middle School	Computer Education	1
Middle School	English Language Arts	11
Middle School	English Second Language	2
Middle School	Health & Physical Education	3
Middle School	Math	5
Middle School	Science	5
Middle School	SEL Counselor	1
Middle School	Social Studies	9
Middle School	Social Worker	1



Middle School	Special Education	3
	Total	197

# Teachers Hired with Durational Shortage Area Permits (DSAP)

In certain circumstances, the Connecticut Department of Education, Bureau of Teacher Certification will issue temporary teaching certificates in subject areas where a school district is experiencing a shortage of suitably certified candidates, or due to Priority District need. To qualify for a DSAP the applicant must have completed: (1) minimally, a bachelor's degree from a regionally-accredited higher education institution is required and 12 semester hours of credit must be completed in the area to be taught, (2) enrollment in an approved preparation program as required and the ED 177 Application is required, when an approved program of preparation is required to obtain the actual certificate, (3) for teachers adding the endorsement, the ED 177 Application is not required, unless an approved program is required to add the cross-endorsement. DSAP candidates must pass the Praxis II in their content area if required by the program.

For 2022-2023, fifteen (15) new teachers were hired through DSAP with the State of Connecticut. This represented 7.615% of all new teachers hired in 2022-2023. DSAP teachers were hired in the content areas listed below. There are nine additional pending DSAPS certification in process.

Certification Area	Number of DSAPs
Business	2
Elementary	1
English Language Arts	1
English Second Language	2



Guidance Counselor	1
Health & Physical Education	1
Math	1
Science	1
Social Studies	1
Special Education	3
Theater	1
Additional	9(pending)
Total	15 <b>(24)</b>

#### Relevant Salary Data for Teachers Hired During 2022-2023

The average starting salary for teachers hired during 2022-2023 was \$61,043. This was determined by years of experience and content/shortage area. Those in shortage areas negotiated/demanded higher steps. The budgeted salary for new teachers was within budget.

Education Level of Teachers Hired During 2022-2023

Degree Held	Number of New Teachers
Sub Pending certifications	11
Bachelors	67



Masters	77
6 th Year	41
Doctorate	1
Total	197

#### Teacher & Administrative Hires by Race/Ethnicity During 2022-2023

Race/Ethnicity	Number of Teacher New Hires	Number of Admin New Hires
Asian	2	2
American Indian	0	0
Hispanic	37	1
Black/African American	20	2
Two or More	11	1
White/Caucasian	127	18
Total	197	24

Approximately 34.39% of all new hires during 2022-2023 were diverse staff of color. The staff of color hiring ratio increased by 10.54% from the previous year of 23.85%.

Teacher Resignations/Teacher Deceased During 2022-2023

#### Total Resignations: 228



This is a decrease of thirty-three (33) staff resignations from the previous year 2021-2022.

#### Deceased: 2

Teacher Retirements/Non-Renewals During 2022-2023

#### **Total Retirements: 32**

#### Non-Renewals: 1

#### Administrator Hiring/Promotions/Lateral Transfers 2022-2023

Twenty-Four (24) administrative vacancies occurred for 2022-2023 as a result of retirements, resignations, transfers, promotions, and expansion positions. All of these vacancies have been filled with qualified staff, and 25% during 2022-2023 new administrative assignments were diverse staff of color.

In totality the Human Capital Office through all its efforts, work and processes remains focused on our goals of cross-training staff, infusing technology into daily operations, and continuing to serve the staff, students, and parents of Waterbury Public Schools consistent with the Mission, Vision, and Values of the District.

# Academic Department

# Career and Technical Education

- Academies & Career Pathways
  - <u>CTE Academies and Career Pathways</u>
- Developed and Designed
  - 1,120 unduplicated CTE high school students earned a proficiency score on 1,414 content specific, industry standards Precision Exams, demonstrating a 180% increase from the year prior.
  - CTE Work Ready Graduation Cord. Criteria required students to earn at least 3 industry recognized credentials prior to graduation.
  - 2,677 middle / high school CTE students engaged in Virtual Job Shadow platform



- Summer Work Based Learning Program
- Created/updated CTE Programs of Study for specific Career Pathways
- 8 part time CTE Skills Specialists hired
- New CTE courses ready to launch for 23-24 school year
  - Middle Schools Computer Science Explorations: Creative CS
  - High Schools Game Design and Development 1 and 2
- Curriculum writing opportunities for teachers with new and current courses
  - Business and Computers, Child Development 3, Culinary 4, Computers, Game Design and Development,
- Crosby / Ion Bank Partnership
- Wilby Greenhouse launch
- Wilby and Crosby Culinary classroom remodels
- Cybersecurity pathway planning
- Middle and High School First Robotics Competitive Teams Wallace, West Side, Crosby, Kennedy, and Wilby
- Collaborated with MASC and NRWIB to engage high school students in Plastics Manufacturing and Construction certification courses.
- Collaborated with Industrial Management and Training Institute (IMTI) leveraging the National Center for Construction Education and Research (NCCER) in areas of Construction, Electrical, Plumbing and H-VAC
- Managed 22-23 Perkins Grant
- Professional Learning
  - $\circ$   $\:$  Blended Learning Catlin Tucker The Flipped Classroom
  - Atlas Curriculum Management
  - Performance Matters PowerSchool



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- CT Learns and Works Conference
- Cormier Consulting
- CT Pathways System Institute Cohort 1
- Virtual Job Shadow, Precision Exams
- EdRising Academy Curriculum
- Equity Training
- Milestone C Drone Technology, Engineering, and Software Development

## Reading and English/Language Arts

- Curriculum Development
  - Implemented a revised curriculum with a stronger focus on phonics and fluency taught during small group instruction. Continued development of the Secondary ELA curriculum, including the introduction of multimodal writing assignments, a stronger focus on comprehension of complex reading passages, and a stronger emphasis on core writing skills and the study of words in context. Piloted MBC-400 reflections for high school students to earn a state-required graduation requirement.
- StudySync
  - Monitored implementation through Google Classroom with a focus on pacing and technology integration.
  - Continued the integration of more StudySync aligned novel study into the reading curriculum.
- SpringBoard
  - Continued implementation of SpringBoard materials in tandem with culturally-relevant texts to encourage engagement.
  - Conducted classroom walkthroughs in collaboration with building administration to monitor student-to-student discourse and adherence to the district's learning targets and success criteria.



- Wonders
  - Monitored implementation and adjusted the activities taught in the 5-day plan
  - Adjusted writing activities to include additional time for science in grades 4 and 5.
- Fundations
  - Provided additional student and family practice by assigning virtual lessons to support practice at home.
- Small Group Instruction
  - Revised small group plans to include new evidence-based routines for phonics and fluency instruction.
  - Created 205 Tier III phonics lessons for the elementary Reading teachers to use with struggling readers...
- Multi-Tiered Systems of Support (MTSS)
  - Collaborated with the special education department to revise our research-based process for MTSS focused on elementary reading aligned to the legislation.
- Summer Reading
  - Developed an innovative elementary summer reading program for students using Literacy Pro and incentives. The initiative included all elementary students and was also added explicitly to the Elementary Extended Academic Success (EAS) summer curriculum.
- Professional Learning on
  - K-5: Phoneme-Grapheme Mapping
  - K-5: Fluency Automaticity
  - K-5 Literacy Pro training
  - K-5: Using student data to schedule small group instruction
  - A team of educators from Waterbury attended CSDE's Masterclass on the Science of Reading throughout the year.



- Elementary reading teachers and literacy facilitators received specialized training on instruction and assessment to support students with Dyslexia
- Provided training on the science of reading to all elementary reading tutors
- 6-12: Offered ISTE certification to teachers interested in enhancing technology integration into their classroom practice.
- 6-8: Developed strategies for student-led learning in Quill
- 9-12 Developing systems for onboarding to Quill program for high school pilot study.
- 9-12 Multimodal Composition: What is it? Why is it necessary? How do we teach it?
- 9-12: Intro to Google Sites
- 6-12: Google Level 1 and Level 2 Training

## **Mathematics**

- Curriculum Development
  - Focused on planning for differentiated Tier I and II Small Group Instruction using a variety of district provided resources. (K-5)
  - Continued implementation of a blended learning curriculum utilizing both online and offline resources for instruction. (K-5)
  - Continued development of the Secondary Mathematics curriculum with a focus on strategic differentiation, standardizing rigor across the district, and integrating technology into instruction to align with hybrid learning.
  - Migrated Mathematics Curriculum to Atlas Curriculum Management System (K-5)/(6-12)
  - Development and Implementation of new Waterbury STEM Fellows program in partnership with UCONN to develop strong math leadership within our teaching staff.
- HMH Into Math



- Continued implementation using HMH Into Math as a blended learning core curriculum in grades 6 8.
- Conducted virtual classroom walkthroughs in collaboration with building administration and middle school coaches to monitor curriculum implementation.
- SpringBoard
  - Continued implementation of hybrid-aligned curriculum model to ensure implementation of SpringBoard materials with appropriate scaffolding and in a consistent timeline.
  - Conducted virtual classroom walkthroughs in collaboration with building administration and department chairs to monitor curriculum implementation.
- Professional Learning on
  - Using Reflective Practice on Enhance Instruction (K-5)
  - Tier 2 Small Group Instruction (K-5)
  - Instructional Games to Enhance Mathematics Learning (K-5)
  - Ready Classroom Tailored Support Sessions (K-5)
  - i-Ready New Teacher Virtual Sessions (K-5)
  - HMH Into Math, Maximizing Learning with Digital Resources (6-8)
  - HMH Into Math, Leverage Data and Reporting Tools to Accelerate Growth (6-8)
  - Building engagement in the classroom (6-8)
  - Discourse and Productive Struggle (6-8)

#### Science

• Elementary Science



- Science schedules in grades 1 3 changed from once a week for 30 minutes to 2-week units three times a year where students have science daily for 45 minutes allowing for better retention. Science time in grades 4 and 5 increased to 45 minutes daily.
- Flanders Nature Center provided a live-streamed virtual session in the Fall and an in-person Spring field trip for all grade 2 students across the district. Students engaged in a field study where they observed plant and animal life in a forest and pond habitat, collected data, documented their findings, and then analyzed and shared their data with their classmates.
- STARBASE provided in-person programming to 10 schools and all of their
   5th-grade classrooms. The remaining schools will attend in the 23-24 school year.
- Secondary Science
  - The Science Council met periodically in the summer of 2022 to revise, improve and add activities and resources to the CREC NGSS-aligned curriculum in grades 6 through 12.
  - NGSS standards-aligned CFAs were created in Performance Matters and administered as pre/post unit assessments in grades 6-12. Each CFA consisted of the state-released IABs covered in the unit of study.
  - The district applied for an LPS Grant of up to 300,000/facility for science lab improvements at the following schools: Crosby HS, Kennedy HS, Wilby HS, Wallace MS, and North End MS. We received word in June that this Grant was approved. Work will take place in the 23-24 school year.
  - The MFA Fellowship completed its second year. The Fellows engaged in a 2-day summer institute and monthly meetings focused on Engineering Tasks. The focus for the 23-24 school year will shift from Engineering tasks to evaluating NGSS-style assessments.
- District-wide PD days for grades K-12
  - August:
    - Grades 6 12 Reflection of Practice and Intentional Planning

using the Science Planning Tool



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- September:
  - Grades K-5- Engaging in Hands-on Science at every grade level
  - Grade 6-12 Science Safety Training and Chemical Inventory
- October:
  - Grades 6-12 Choice sessions:
    - Teaching Science in a Block
    - Benefiting from Performance Matters- Analyzing Data and
    - Adopting Strategies
    - Introduction to Flocabulary
    - Strategies for Remediating the Covid Gaps
    - Collaboration time
    - Designing a Nearpod Lesson from Start to Finish
    - Nearpod Reporting- Making the Grade
    - Integrating PIVOT Interactives into Your Blended Learning

Lessons

- Multi-Tiered Systems of Support, and Strengthening Academic
- Discourse Through Explanatory Modeling

#### Preschool

- Curriculum Instruction
  - Identified primary curriculum components to be implemented daily
  - Continued onsite collaboration with preschool staff at the International Dual Language School to integrate the Preschool Dual Language Immersion program utilizing a 50-50 model of instruction: focus on math and literacy instruction



- Implemented Learning Targets and Success Criteria for all Developmental domains of instruction aligned to Creative Curriculum
- Continued instructional guidance to 11 programs working to achieve or maintain NAEYC Accreditation; 12 program to undergo preparation for NAEYC accreditation
- Demonstrated overall program growth through pre and post testing using the Speed DIAL 4 and Teaching Strategies Gold digital assessment resource
- Curriculum Development
  - Piloted 7 classrooms for the first preschool cohort of IDTs with a focus on literacy and math
  - Shared curriculum data with preschool administrators and teaching staff reflecting student growth over time
  - Atlas CUrriculum Management Training
  - Ongoing collaboration with Great Schools Partnership for
- Professional Development
  - Program Evaluation and curriculum trends in Pre-k
  - Implementing Studies to Promote Inquiry Based Learning
  - Understanding High Quality Instruction in Preschool
  - Understanding and Implementing Mathematics Using Creative Curriculum and the Preschool Classroom
  - Data Driven Instruction: Utilizing Creative Curriculum reports Effectively
  - Pyramid Training Series for all teachers, classroom assistants
  - Creative Curriculum On-site coaching for curriculum implementation
- Parent Engagement
  - 100 school and community site families participated in Pre-School Family Nights



- Collaborated with Bridge to Success and Early Care Program to promote CT Sparkler at City Wide Events
- Registered over 700 students into the WPS Pre-K program through on site registration fairs in the community, PowerSchool Platform and in-person meeting
- Continued collaboration with community partners: Bridge to Success, School Readiness Council, School Readiness Provider Network, Middlesex Early Alliance; OEC Special Education; Community Action Network for early Childhood, WPS Representative Naugatuck Valley COmmunity College School Readiness Programs;
- Provided administrative support to Family Resource Centers located at Wilson and Reed Schools.
- Preschool Special Education
  - 289 Referrals from Birth to Three Agencies during the 2022 2023 school year
  - 330 Planning and Placement Team Meetings (PPT) were held during the 2022-2023 school year
  - 128 Transition meetings held with Birth to Three Families and community partners
  - More than 200 Three and Four- year old students received specialized instruction through the Waterbury Preschool Program
  - The Office of Early Childhood Special Education team responded to over 150 referrals for Early Intervention Services at community sites and public school classrooms in Waterbury.

## **Bilingual/ESOL**

- Highlights
  - The 4-year EL cohort graduation rate for 2022 (most recently released data) for Waterbury Public Schools' English Learners (ELs) is **10.3 percentage points higher than the state average** for the same population. Additionally, Connecticut's graduation gap between ELs and Non-ELs is 20.1 points, but Waterbury's is only 3.1 percentage points
  - 17 fifth grade English LEarners were selected as Talented and Gifted



 130 students met the Connecticut English Mastery Standard, which is 41 more students than last year.

#### • Seal of Blliteracy

<u>The Connecticut State Seal of Biliteracy</u> was established to recognize public high school graduates who have attained a level of proficiency in English and one or more languages. It recognizes the value of students' academic efforts, the tangible benefits of being bilingual and biliterate and prepares students to be 21st-century global citizens in a multicultural, multilingual world. The Seal of Biliteracy acknowledges that mastery of two or more languages is a valuable asset for both individuals and their communities. It also provides recognition to English learners for the great value of developing English and maintaining their primary language.

- 177 Seals of Biliteracy were awarded to 170 students in 14 different languages to the 2023 graduating class
- Seven students earned the seal in two languages
- 69% of our students who earned the Seal are current or former ELs that previously met the Connecticut English Mastery Exit Criteria, up from 63% in 2022.
- New languages this year include Guyanese Creole, Quechua and Russian
- Seals were earned in the following languages:
  - Albanian
  - French
  - Greek
  - Guyanese Creole
  - Haitian-Creole
  - Italian
  - Jamaican Patois
  - Portuguese
  - Quechua (Kishwa)
  - Russian



- Spanish
- Tagalog
- Turkish
- Urdu
- As of June 2023, there are 119 high school juniors that have met the language testing requirement
- Curriculum Work
  - In accordance with the Common Underlying Proficiency approach, developed and Level 3 of the Spanish as a Native Language Curriculum to promote cross-linguistic transfer by providing Bilingual students with access to, and a deeper understanding of, ELA 9-12 Connecticut Core Standards through a Spanish Language Arts Curriculum.
  - Revised the Newcomers ESL Curriculum for the Beginners ESL classes. This curriculum was designed to address the linguistic, social, emotional and cultural needs of recently arrived English Learners. Its coursework and performance tasks are aligned with the Connecticut English Language Proficiency Standards, Connecticut Core Standards and the National TESOL Standards.
  - Continued the process of embedding EL supports and scaffolds in the Science/NGSS curriculum to provide English Learners access to grade level Science content through differentiated instruction based on levels of English Proficiency. Students are empowered with the language needed to process and understand the content, perform required tasks and demonstrate what they have learned. As a result, students are able to actively engage with the curriculum and apply the Science and Engineering practices.
- LAS Links
  - $\circ$   $\,$  Administered the LAS Links assessment to students K-12  $\,$
  - Worked collaboratively with Special Education Supervisors and building principals to ensure EL/SPED dually identified students received the appropriate designated accommodations on the LAS Links



- 130 students met the Exit Criteria for English Mastery Standard
- Teacher Recruitment and Retention
  - Recruited, developed and supported teacher candidates as they meet certification requirements for hire in the shortage area of Bilingual Education for the current school year
  - ARCTELL: Utilized Title III and Title I funding to support four teachers working under DSAP as they completed requirements for Bilingual Education cross-endorsement certification
- Immigrant Children and Youth
  - The overall number of Immigrant students increased from 775 in October 2022 to 937 in June 2023
  - More than twice as many Immigrant Students earned the Seal of Biliteracy (Increased from 21 to 50)
  - Increased the number of scholarships about which information was sent to families of High School students from **156** during the 2021-2022 SY to **179** during the 2022-2023 SY
  - 89 Immigrant students enrolled in the Spanish for Native Speakers courses
  - 14 immigrant students met the Connecticut Mastery Standard/Exit Criteria for English Proficiency

A **survey** was sent to parents of high school immigrant students in **June 2023;** results are as follows:

- 33.3 % of students applied to more than one scholarships
- $\circ~~$  66.7 % of students applied to one scholarship
- $\circ$   $\,$  33.3 % have received scholarships from school or the community
- 100 % of students stated that scholarship information that they received was helpful
- 0 % of of students stated that scholarship information that they received was not helpful
- Parent Empowerment/Community Partnerships
  - Collaborated with various community organizations and Institutions of Higher
     Learning to provide parent empowerment workshops designed to engage parents



in their children's education, as well as to connect them with community resources. To facilitate attendance, most workshops were held virtually

- Community Partners
  - Hispanic Coalition of Greater Waterbury
  - NVCC
- Workshop Topics
  - Immigration resources
  - Connecticut Core Standards
  - College application/admissions process
  - Waterbury Public Schools' Policies
  - Testing Accommodations
  - Connecticut English Language Proficiency Standards.
- Professional Learning
  - Aligning our current English Language Development instructional programs (K-5 Wonders ELD, 9-12 StudySync, Edge) with LAS Links performance expectations at each grade level, with a focus on oral language development
  - WPS EL Council Curriculum Writing Committee met regularly to refine alignment of CCS with CELP, deepening teacher understanding of linguistic supports, and broadening their repertoire of strategies.

## Fine Arts

- Instrumental Programs
  - Identified funding in Title 4 and Esser 3 ARP for instrument upgrades across the district for grades 6-12
  - Provided instruments and gear for all students to join band grades 6-12



- Provided all secondary schools with drumlines, concert band, color guard gear, method books, music stands and accessories for parades to support our surrounding community events
- Staff Professional Developments
  - Art- Wadsworth Atheneum, The Mattatuck Museum, The Art Of Education Now Conference, <u>The Art of Education Flex Curriculum</u>, Julie Sawyer on Social Emotional Learning and Visual Arts, virtual tours, and techniques
  - Theater-Hartford Stage Company on Social Emotional Learning and Theater Arts and Digital Theater Plus as a curriculum resource
  - Dance- Connecticut Dance Alliance on Social Emotional Learning and Dance and Dance Education Lab to facilitate curriculum writing and dance instruction to keep students engaged and on task
  - Music- CAAA on Social Emotional Learning and Music, Musicplayonline, Specific music workshops in vocal, piano, drumming, chorus inclusion, digital music, guitar, marching band, color guard and drumline
- Community Engagement Projects
  - ARTRAGEOUS- District-wide art exhibit, was an exhilarating event with over 2800 in attendance. Included many alumni and community members for entertainment as well as culinary arts
  - $\circ$   $\;$  Facilitated WPS staff to attend a musical at the Waterbury Palace Theater  $\;$
  - Guest administrator for Waterbury Arts Magnet School's Tri-M Music Society Meetings
  - Celebrating Community Through the Arts! District-wide talent showcase at the Waterbury Palace Theater was a huge success with over 2500 in attendance including several lobby performers for community involvement. 2 nights this year one for grades 6-12 and the other for Pre K-5.
  - Waterbury Symphony Orchestra Mentors continuing District-Wide instrumental Band lessons to all Middle School and High Schoolers after-school for 3 years as well as at WAMS 3 days a week for both band and orchestra.



- Developed WPS Student Enrichment Projects to support arts enrichment and wellness programs and facilitated contractual agreements with YMCA, Boys & Girls Club of Greater Waterbury, Shakespearience, Waterbury Palace Theater, The Mattatuck Museum and Seven Angels Theater.
- Kennedy High School Marching Eagles added the addition of a dance team, full band and color guard. Facilitated bid for uniforms.
- Visited Boston Arts Academy to learn more about integrated arts lessons with academic courses for grades 9-12.

Curriculum and Instruction

- Curriculum writing continues for fine arts teachers with new courses and developing a scope and sequence for each content area of visual arts, music, dance and theater.
- Groundwork for adding elementary specials in Dance and Theatre for grades PreK
   -5 to offset the teacher shortage and mix and match fine arts specials.
- Esser 3 ARP funding provided additional curriculum resources The Art Of Education Flex Curriculum, Musicplayonline.com and Digital Theatre Plus to support teaching and learning.
- Created curriculum content to support the Waterbury Symphony Orchestra Fortune Concert to support Black History Month
- Created and facilitated fine arts supply orders for all schools.
- Assisting with recruiting and interviews for potential fine arts candidates
- Worked with all stakeholders to create fine arts positions for Dance and Theatre for grades Pre K-5 to offset the visual arts shortage in our elementary schools
- Update the <u>www.wpscreates.com</u> fine arts website to include current events, student spotlights and curriculum resources
- Established sustaining orders and facilitated District-Wide piano tunings, kiln repairs and instrumental repairs.
- Facilitating all Request for Proposals and Invitations To Bids in regards to fine arts



- Assisting with ESS to facilitate gaining long term substitutes for visual arts as it has been a shortage area across the State.
- Performed formal evaluations for Fine Arts Staff.
- Created a screening process for identifying talented students for our Gifted & Talented Program.
- Created and delivered professional development on Fine Arts Vocabulary, Frayer Model and the importance of word walls.

## Physical Education/Health

- Notable Highlights:
  - November 2022 Supervisor Joe Gorman awarded the Connecticut Association of Health, Physical Education, Recreation and Dance (CTAHPERD) Professional Honor Award in recognition of lifelong meritorious service to the profession
  - July 2022 to July 2023 Collaborated with the CSDE Performance Office, the Supervisor of Technology for Teaching and Learning and the Supervisor of Research, Development and Testing to coordinate and bring the district into compliance with the new Connecticut Physical Fitness Assessment (CPFA) individual student reporting requirements
  - June 2023 Finalized CPFA (Fitness Testing) results indicate that WPS achieved a 94.4% participation rate and a 44.5% passing rate district-wide. This represents a fourteen point two percent (14.2%) district-wide improvement from the previous year in the number of grade 4,6,8, and 10 students meeting or exceeding the health fitness level standards on all four (4) assessment items
  - July 2022 to June 2023 Upgraded all high school fitness centers with new and/or reconditioned cardio- and resistance circuit training equipment
  - July 2022 to June 2023 Upgraded physical education instructional equipment and supplies at all 32 schools
  - January 2023 Implemented "Archery Anywhere" curriculum at all 32 schools



- The WPS Health and Physical Education Skills-Based Health Education curriculum template has been recognized by the CSDE H&PE Coordinator J. Velardi as an exemplary model for statewide replication
- For the third consecutive year, WPS has been awarded the Everfi Empowered District Seal recognition, largely due to the embedded online resources in our secondary Health Education curriculum and our adoption of skills-based elements within delivery of instruction
- Note: Although 2023 was the first time in years that no H&PE teacher was selected, twenty-one (21) of the sixty-two (62) teachers currently in the Health and Physical Education Department (34%) have been previously celebrated as a Teacher of the Year
- Staff Professional Development
  - August 2022 Intensive POLAR heart rate monitoring program implementation with all high school Health and Physical Education teachers
  - August 2022 'Data Teams in Health and Physical Education', presented by the Connecticut Cadre of Physical Education Trainers
  - August and September 2022 New Elementary, Middle and High School Health and Physical Education curriculum rollouts
    - How to identify and use appropriate national grade level performance standards to drive Health and PE instruction PK-12
    - How to embed Social and Emotional Learning (SEL) crosswalks in Health and Physical Education instruction at all levels
    - Follow up staff PD on Google Classroom, Google Meets and Flipgrid management
    - "EVERFI' online modules and resources for high school and middle school Health Education with all secondary H&PE teachers
    - First Aid / Adult, Child and Infant CPR /AED recertification training with all staff
  - November 2022 Lifeguard certification / re-certifications with secondary teaching staff at Crosby, Wilby, Kennedy, North End, West Side and Wallace



- March 2023 "OPEN PE" evidence-based frameworks, best practices, and current academic rigor principles in PK-12 Physical Education with all staff
- June 2023 Four (4) staff attend the two-day Skills-Based Health Education Summer Conference at the Connecticut Association of Schools (CAS)
- August 2022 to June 2023 Conducted performance evaluations in EdReflect of sixteen (16) first/second year Health and Physical Education teachers assigned at all levels throughout the district
- Curriculum Work:
  - August 2022 to June 2023 Supervised the following curriculum writing committees tasked with continued refinement of reimagined Health and Physical Education curricula that embed digital learning platforms for use in-person, remotely or within hybrid applications and include district-wide assessment tools aligned with state and national grade-level performance standards:
    - Elementary Physical Education
    - Middle School Physical Education
    - Middle School Skills-Based Health Education
    - High School Skills-Based Health Education
    - High School Physical Education
    - National grade-level performance standards successfully embedded in all model unit and lesson plans in Health and Physical Education instruction PK-12
    - August and September 2022 SEL crosswalks embedded in Health and Physical Education in all model unit and lesson plans at all levels
  - October 2022 'Archery Anywhere' safety and instructional methods training for archery unit implementation with all physical education staff
  - Contributed on CSDE, CAAHPE and CTAHPERD committees to roll out the Connecticut Healthy and Balanced Living Curriculum frameworks statewide and shared via PD with WPS staff throughout the year



- Collaborated with HS Principals, Academic Office Supervisors and CTC to update the district-wide High School Program of Studies
- Collaborated with the CSDE Performance Office, the Supervisor of Technology for Teaching and Learning and the Supervisor of Research, Development and Testing to coordinate and bring the district into compliance with the new CPFA (Fitness Testing) individual student reporting requirements
- March 2023 Staff training on CPFA (Fitness Testing) individual student performance data entry and reporting protocols in Performance Matters (Secondary) and customized Excel spreadsheets (Elementary)
- School Support Activities:
  - Leveraged Title IV funding to acquire large/durable Physical Education instructional equipment and supply item upgrades at all 33 schools
  - Collaborated with the CFO, Principals, School Inspectors Office and Athletic Directors to coordinate upgrading gymnasium scoreboards with shot clocks for all WPS High School Interscholastic Athletics, per 2023 CIAC mandate
  - Collaborated with building administration to research, bid and acquire a six seat LED Video Scorer's table and new courtside seating for Wilby HS athletics
  - Collaborated with the CFO, Assistant Superintendent, Principal and School Inspectors Office to coordinate the acquisition of a roll up gymnasium divider curtain at the International Dual Language School
  - Negotiated and processed new three-year contract extension with Riddell, Inc. for mandated high school football equipment reconditioning on behalf of Career, Crosby, Kennedy and Wilby High Schools
  - Researched, bid, acquired upgrades of Physical Education instructional equipment and outfitted all 33 schools
  - Coordinated the "Save a Life Tour" distracted driving prevention program to all high schools at zero cost to the district



- Planning consultant for Career/Crosby/Kennedy/WAMS/Wilby, Enlightenment and State Street Fitness Center remodels and new equipment acquisitions
- Consulted on sports events filming and broadcast contract
- Consulted on ambulance services contract for district sporting events
- Programmatic and fiscal management consultations with the Special Education Department in regard to managing the renewed Support for Pregnant and Parenting Teens Grant program
- Helped coordinate planning and scheduling of the "SmileBuilders" dental program with Staywell Health Center (at zero cost to the district) for all WPS students PK-12
- Collaborated with Lion's Club International and the Waterbury Department of Public Health to coordinate planning and scheduling of the "Kidsight" pediatric eye screening program reinstatement with students in seven (7) selected schools at zero cost to the district; this will expand district-wide in SY 2023-2024
- Collaborated with the School Inspector's Office and the Athletic Directors to develop a facilities and fields repair/restoration/management plan
- Collaborated with the Naugatuck Valley Community College Respiratory Therapy and Physical Therapy Assistant degree programs NVCC to revive the "Asthma Camp" program for K-5 students (eventually cancelled)
- Winter/Spring 2023 Coordinated renewal of the First Tee of Connecticut In-School Golf Clinic programs at all elementary and middle schools

## **Social Studies**

• Created 12th grade benchmarks in Performance Matters platform so that educators can analyze student performance data to inform personalized instruction. The 12th grade benchmark is aligned to standards and curriculum, as are 6th-11th grade.



- Purchased materials to support the African-American/Black & Puerto Rican/Latino course. These materials were for in-class support and also a set purchased for the school library so that all students can have access.
- Purchased materials to support UCONN ECE history courses
- Purchased materials to support curriculum for the following AP classes: Psychology, AP US Government and Politics, Modern World History, and European History. Also purchased materials to support cross-curricular activities in AP European and Modern World History.
- Project Contributor for creating the Connecticut Elementary and Secondary Social Studies Standards. The team met continuously to develop a set of 15 gilding principles for standards development. Standards were created that represent a comprehensive framework for social studies curriculum and instruction.
- Increased the number of participating Waterbury elementary schools to register for Connecticut Kid Governor. 5th Grade students actively learned about the civic process and created a platform to run for their class Kid Governor. A 5th grade student from Chase Elementary was the Waterbury Kid Governor and moved on to be a candidate for Connecticut Kid Governor. LINK
- Facilitated the Voice4Change program with district high school students. Waterbury students submitted and had the most proposals approved by the State. Through this initiative, students from each high school proposed solutions to an issue that they were passionate about. Upon approval by the State and a student body vote, winning projects were funded, and Waterbury students were awarded just under \$70,000 to bring their visions to life.
- Recruited certified teachers to fill numerous social studies long term and full time openings.
- Professional Learning:
  - Middle and High School strategies for Reengaging Learning in Social Studies
  - 8th Grade and High School Teachers: Brown University Choices Program- The Civil Rights Movement in Mississippi



- 8th Grade and High School Teachers: Brown University Choices Program- US Role in a Changing World
- $\circ$  Middle and High School Teachers: Deeper thinking questioning: DOK 1, 2, 3, & 4
- Middle and High School Teachers: Strategies for engaging learners in student-to-student discourse.
- Middle and High School Teachers: Teacher Choice Professional Learning on the following:
  - Next Steps for High Quality Blended Learning Using NearpodTeaching Controversial Topics
  - Get on your feet! Making the most of your tablet in the classroom
  - Collaboration with Grade-level/content-level team
- Middle and High School: Nearpod in the Content Areas: Social Studies and Historical Perspectives in Literacy.
- Professional Learning for Department Heads and Content Coordinators: Coaching of Instructional Leaders- Increase capacity to support and coach teachers in planning and delivering Social Studies instruction. Increase capacity to develop reflective educators through coaching conversations.

## **Research & Testing**

- Conducted/analyzed/disseminated data for the Kindergarten Inventory, mCLASS, Smarter Balanced, Next Generation Science Standards, PSAT, SAT, Advanced Placement, LAS Links, and the next generation accountability model
- Disseminated all individual test data for incoming students in the fall to target instruction and improve accountability results
- Identified grade 11 students through growth modeling that could benefit from joining a 530 club at their high school (SAT math)
- Maintained running testing announcements on department google drive
- Provided weekly FAFSA status updates/files throughout the school year



- Successfully transitioned to the first digital administration of PSAT 8
- Compiled data on all grade 9-12 students meeting Waterbury Promise eligibility criteria after each marking period
- Compiled Naglieri test results to identify students as gifted in WPS
- Compiled data for multiple grant submissions/agreements (Alliance, Commissioner's Network, Gear Up)
- Compiled master test schedule of all schools during spring test administrations
- Prepared recording of the annual Test Examiner workshop to train teachers absent for in-person school-based training, minimizing burden on Principals to provide makeup sessions
- Worked with Bilingual Education department to administer the first ever state alternate assessment for English Learner (EL) students (CAAELP)
- Worked with Special Education department to input/correct test accommodations in new CT-SEDS system to sync to testing platform, ensuring the correct test accommodations were in place for students prior to state testing
- Worked with Information Technology staff to accurately reflect all student demographics for state testing
- Entered all CT-SAT test accommodations for staff to eliminate duplicative work already entered into the Services for Students with Disabilities (SSD) website
- Submitted all individual student physical fitness assessment results to the new CSDE CPFA portal in state defined format (new state initiative)
- Improved accountability data by working with Information Technology staff to clean the teacher-course-student (TCS) file submission to the Connecticut State Department of Education (CSDE)
- Improved accountability data by working with Assistant Superintendent to review and ensure accuracy of high school student exit codes for graduation



- Assisted the Career and Technology Education department with completion of a three-year Comprehensive Local Needs Assessment for CTE concentrators on graduation rates, student achievement in ELA, math, and science, and non-traditional enrollment
- Established post-covid accountability targets for Chronic Absenteeism at all schools
- Analyzed unadjusted Percentage of Target Achieved (PTA) on Smarter Balanced by school and grade
- Evaluated all schools on accountability indicators #1 (SPI achievement) and #2 (PTA growth) compared to department "Post-Covid" targets, in addition to state ESSA targets for accountability indicators that are based on 2016-2017 data
- Participated as a member of the CSDE Connecticut Comprehensive Assessment Advisory Committee
- Participated as a member of the CSDE Connecticut Accountability Advisory Committee
- Served on the National Smarter Balanced Performance and Practice Committee (nominated by CSDE); traveled to Denver, Colorado June 2023 to meet other team members and provide feedback on accessibility manipulatives, interim assessment item-based teaching tools, and increasing formative and interim assessment usage
- Presented at CSDE request during their annual Performance Matters Forum on EdSight Secure Student Summary and Early Indication Tool (EIT) and the Connecticut Physical Fitness Assessment Individual Student Collection

# Technology for Teaching and Learning and Library/Media

#### Professional Learning

- Follett Overview and Training for Library/Media Specialists 8/25/22
- ISTE Sessions for Library/Media Specialists 8/25/22
- Untethering Instruction: Using Lenovo Tablets to Maximize Your Physical Classroom Space 8/26/22
- Getting Started with Clever 8/26/22
- Learning with Nearpod 8/26/22



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- Build Your Technology Skills 8/26/22
- Learning with Flocabulary 9/28/22
- Next Steps for High Quality Blended Learning Using Nearpod 9/28/22
- Get on Your Feet! Making the Most of your Tablet in the Classroom 9/28/22
- Nearpod in the Content Areas: Social Studies and Historical Perspectives in Literacy 9/28/22
- Nearpod Train the Trainers for Library/Media Specialists 9/28/22
- Makerspace and ISTE Training for Library/Media Specialists 9/28/22
- Designing a Nearpod Lesson from Start to Finish 10/26/22
- Nearpod Reporting: Making the Grade 10/26/22
- Introduction to Flocabulary 10/26/22
- Makerspace Setup and Design for Library/Media Specialists 10/26/22
- Four of those trained to be Google

#### Projects and Accomplishments

- Virtual Learning Academy 48 total students participated in four courses: Creative Writing, Forensics, AP Statistics, Cloud Computing
- Tracked monthly educational technology usage across the district providing principals with monthly updates with data on Kami, Clever, and Nearpod Usage.
- Started the Academic Office Newsletter for Teaching Staff.
- Worked collaboratively with the team at Rubicon Atlas to build out our district's Atlas Curriculum Management platform.
- Created multiple data dashboards across the district including a weekly update provided to the Deputy Superintendent and COA, a dashboard for the district classroom walkthrough tool, and a dashboard to track Mastery Based Learning Credit.



- Served on the Mastery Based Learning leadership team to develop the ongoing assessment plan as well as a student portfolio.
- Managed all data as well as the Performance Matters platform related to Mastery Based Learning Credit.
- Participated as a member of the Harvard Turnaround Training
- Member of the High Quality Instruction Team.
- Regularly monitored and managed the districts' educational technology platforms including specifically Google, Clever, Kami, and Nearpod.
- Maintained and updated the High School Program of Studies on a web-based platform.
- Redesigned the Academic Office section of the newly launched district website.
- Continued to provide and support Google Certification for staff.
- Worked collaboratively with the Health and Physical Education department to design a from-scratch data collection process for the new state requirements of submitting student based data for the Physical Fitness Exam.
- Through a contract amendment process, procured 3 years of Horizon SAT Assessments and item banks to work in collaboration with the Performance Matters platform.
- Worked collaboratively with the Research and Testing department to provide more accurate and up to date rosters for state testing reporting.
- ISTE Certified Educator, ISTE Community Leader, ISTE Expert Webinar Presenter, ISTE Summer Learning Academy Webinar Instructor, ISTE 20 to Watch in 2023 Award Winner.



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# Recognitions, Awards, and Honors

# 2023 Teacher of the Year



Ms. Lana Elder, a Social Studies teacher at Kennedy High School, was named Waterbury Public Schools 2023 Teacher of the Year.

Ms. Elder is an exceptional teacher who sets high expectations for herself and her students and provides all the necessary instruction and support in order for students to succeed. . She is beloved by her school community, and exemplifies the highest degree of dedication to her

students' success and well-being on a daily basis.. Ms. Elder is not simply a teacher to her students, she is also an advisor, a mentor, and a counselor. She is someone students trust and admire both during and after their years in high school. Ms. Elder will be considered for the title of Connecticut Teacher of the Year, which is traditionally announced in the fall.

Suzanna Dali-Parker, at Gilmartin Elementary School, Diana Dane, at Rotella Interdistrict Magnet School and Alana Lucian, at Sprague Elementary School, were also selected among several applicants as Waterbury Teacher of the Year finalists.

#### Elementary

Bucks Hill PreSchool- Mary Ann Dzinski

Bucks Hill Elementary School- Jill Gabriel

Bunker Hill Elementary School- Marci Buinauskas

B.W. Tinker Elementary School- Edith K. Brown

Carrington Elementary School- Karen Cavanaugh



Driggs Elementary School- Justine Kuncas F.J. Kingsbury Elementary School- Lauren St. Germain Frank G. Regan Elementary School- Patty Betancourt Gilmartin Elementary School- Suzanna Dali-Parker Hopeville Elementary School- Gina Paternostro International Dual Language School- Maria Cristina Cruz H.S. Chase Elementary School- Stephanie Gonzalez-Crane John Duggan Elementary School- Cara R. Files Jonathan E. Reed Elementary School- Elizabeth Pelletier Maloney Interdistrict Magnet School- Lisa DiGiovanna M.M. Generali Elementary School- Amanda Frenis Rotella Interdistrict Magnet School- Diana Dane Sprague Elementary School- Alana Lucian Walsh Elementary School- Leanne Kerrigan Washington Elementary School- Elizabeth J. Cooley Wendell L. Cross Elementary School- Cynthia Burns Woodrow Wilson Elementary School- Amanda Zinno

#### Secondary

Crosby High School- Patricia M. Williams Enlightenment School- Karen E. Pierce John F. Kennedy High School- Lana Elder North End Middle School- Jennifer Rosa



State Street Program- Xylia Lopez Wallace Middle School- Emily Demirs Waterbury Arts Magnet School- Jennifer Powers Dimech Waterbury Career Academy High School- Ericka Boutote West Side Middle School- Lori Ann Trumbley Wilby High School- Alan Piccolo

# Superintendent Student Recognition Awards

Each year, the Superintendent honors a select group of 5th, 8th and 12th graders from across the district who have demonstrated academic excellence, integrity, leadership and a commitment to their community. The recipients of the Superintendent Student Recognition Award for the 2022-2023 school year are:

## Elementary

Bucks Hill Elementary School- Shanick Reynoso

Bunker Hill Elementary School- Jarayah Greene

B.W. Tinker Elementary School- Julia Ducran

Carrington Elementary School- Mia Levasseur & Violette Weirshousky

Driggs Elementary School- Ramisa Mahek

F.J. Kingsbury Elementary School- Cesar Vasquez-Lara

Frank G. Regan Elementary School- Sophia Nicolasora

Gilmartin Elementary School- Tina Pertab & Marcus Pires-DeJesus

Hopeville Elementary School- Sandie Haidar

International Dual Language School- Diego Rodriguez-Delgado



#### H.S. Chase Elementary School- Aria Muir

John Duggan Elementary School- Kiara Turner & Gabriel Lacy

#### Jonathan E. Reed Elementary School- Anthony Hernandez & Jazly Erba

Maloney Interdistrict Magnet School- Ivy Marcello

M.M. Generali Elementary School- Joseph Correa

Rotella Interdistrict Magnet School- Julia Mei Estes

Sprague Elementary School- Kennadi Grant

Walsh Elementary School- Donovan Lee

Washington Elementary School- Brayden Sandoval-Lopez

Wendell L. Cross Elementary School- Serenity Wuthrick

Woodrow Wilson Elementary School- Idyan Idun

#### Secondary

Crosby High School- Stacy Speaks

Enlightenment School- Jose Cruz

John F. Kennedy High School- Taina Badillo

North End Middle School- Lexie Muniz

State Street Program- Abijah Cross

Wallace Middle School- Maja Golik, Jeremiah Deleon & Regina Prashad

Waterbury Adult Continuing Education- Shane Switz

Waterbury Arts Magnet School- Aisha Etemi & Syere Coleman

Waterbury Career Academy High School- Cristy Roso

West Side Middle School- Alyssa Quesada



#### Wilby High School- Jourdelyn Vargas



Respectfully Submitted,

Dr. Verna D. Ruffin

Superintendent of Schools

August 2023

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