

Board of Education

REGULAR MEETING

Thursday, July 20, 2023 – 5:30 p.m.

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

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/OngHKmiCPT4>.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated June 7, 2023 from Civil Service certifying Wendy Johns for the position of Provisional Director of Pupil Services.
- b) Copy of communication dated June 7, 2023 from Civil Service certifying Natalie Gonzalez for the position of Maintainer I.
- c) Communication dated June 7, 2023 from Paul Buzzelli, Finance and Audit Review Commissioner, submitting Follow-up Review of the Waterbury Public School System Information Technology Equipment Audit.

5. Approval of Minutes: March 2, 2023 Workshop, March 16, 2023 Regular Meeting, March 30, 2023 Special Meeting, March 30, 2023 Rescheduled Workshop, April 20, 2023 Regular Meeting, and April 22, 2023 Special 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 Crosby High School Vice Principal appointment.

10.2 Supervisor of Secondary Math appointment.

11. Consent Calendar

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

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

12. Items removed from Consent Calendar

13. Committee of the Whole – Commissioner Hernandez

- 13.1 Request approval of an Agreement with Lifetouch to provide photography for Waterbury Arts Magnet School.

14. Committee on Grievances – Commissioner Serrano-Adorno

- 14.1 WTA Grievance 22-23-13.

15. Committee on Finance – Commissioner Orso

- 15.1 Request approval of a Construction Contract with Duct & Vent Cleaning of America, Inc. for HVAC Air Duct Cleaning.
- 15.2 Request approval of transfers in the 2023/2023 budget.

16. Superintendent's Notification to the Board

16.1 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Bosley-Boyce, Annette	College and Career Coordinator	FT	\$30/hr	F UPSEU 69	ESSER II 21-23	8/28/23
Bush, Charneil	College and Career Coordinator	FT	\$30/hr	F UPSEU 69	ESSER II 21-23	8/28/23
Colon, Natalie	Communications Assistant	FT	\$20/hr	F UPSEU 69	All. District 22-23	6/29/23
Garcia Orta, Emily	Parent Liaison International (job change)	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	6/15/23
Lent, Matthew	Parent Liaison Chase	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	8/28/23
McColl, John	Behavior Counselor Duggan	FT	\$25/hr	F UPSEU 69	Title I/DW 23-25	8/28/23
Pisaturo-Pelatowski, Tara	Grants Coord. IDEA and Mental Health	FT	\$65,000/yr	F UPSEU 69	IDEA 611 - Public & NP 22-24	6/12/23
Reese, Frank	Network Specialist (10 month to 12 month)	FT	\$19.00/hr	UPSEU 69	Title II/A	6/01/23

16.2 Extended Academic Support (EAS) Summer School appointments:

<u>Name</u>		<u>Position</u>	<u>Location</u>
Beveridge	Gabrielle (external)	Elementary	Gilmartin
Doolan	Heidi	4 th grade	Carrington
Galiette	Thalia (external)	Teacher	TBD
Garafola	Denise (external)	Teacher	TBD
Gibson	Patrick	Hall Monitor	HS Summer @ WAMS
Irrera	Raymond	Acting Administrator	HS Summer @ WAMS
Matthews	Nora (external)	Teacher	TBD

McCue	Erin	2 nd grade	(correction)
Munoz	Victoria (external)	Teacher	TBD
Oulette	Katelynn	2 nd grade	Duggan
Poulter	Dennis	Math	NEMS
Rendon-Moreno	Miguel	Teacher	Reed
Rivera	Anna	Teacher	HS Summer @ WAMS
Thomas	Richard	Math	HS Summer @ WAMS

16.3 Extended School Year (ESY) Summer School appointments:

<u>WTA Teachers</u>	<u>Paraprofessionals</u>	
Donahue, Rachel	Beamon, Jamar	Martinez, Sally
Cacho-Zuniga, Lurbin	Bermudez, Jarielitza	Mcintyre, Hannah
Hulteen, Lisa	Byrd, Shana	Quito-Guadalupe, Jennilee
Manforte, Cara	Jameson, Sheri	Sanchez, Gwendoline
	King, Linell	Stewart Blake, Tamalee
	Lajara, Anairis	Williams, Sade
	Lewis, Mi'nasia	Zafar, Ghazala
<u>Coordinator</u>	<u>WTA Support Staff</u>	<u>External Teacher</u>
Erdmann, Michael	Romano, Lisa	Zullo, Jennifer

16.4 Miscellaneous Summer School Programs appointments:

<u>Name</u>	<u>Position</u>	<u>Location/Program</u>
Abuhamed, Hoda	Teacher	WMS Academic Academy
Bruno, Lenore	Teacher	WMS Academic Academy
Gilday, Michael	Teacher	WMS Academic Academy
Kumar, Usha	Lead Teacher	WMS Academic Academy
Miranda, Cynthia	Teacher	WMS Academic Academy
Shortt, Katia	Teacher	WMS Academic Academy
Rousseau, Jonas	SEL Teacher	WCA Summer Transition
Thomas, Martha	Classroom Assistant	RMS Summer Program
Fricks, Benjamin	English Teacher	KHS Summer Transition

16.5 Summer Curriculum Committee appointments:

<u>Name</u>	<u>Position</u>
Velez, Crystal	Science Curriculum
Banks, Melissa	Social Studies Curriculum
Braun, Brooklyn	Social Studies Curriculum
Joyce, Angela	Social Studies Curriculum
McCarthy, Erica	Social Studies Curriculum
McCartin, Sarah	Social Studies Curriculum
Neal, Cameron	Social Studies Curriculum
O'Tootle, John	Social Studies Curriculum
Albert, Kristen	Library/Media Curriculum
Lin, Amanda	Library/Media Curriculum
Neff, Michele	Library/Media Curriculum
Jones, Michael	ELA Curriculum
Anna Minton, Anna	ELA Curriculum
Farley, Amanda	ELA Curriculum

Franks Blanchard, Lauren	ELA Curriculum
Labonte, Stephanie	ELA Curriculum
Ospalek, Patrick	ELA Curriculum
Quinones, Adriana	ELA Curriculum
Reynolds, Erin	ELA Curriculum
Rivera, Lucille	ELA Curriculum
Winstanley, Kristin	ELA Curriculum

16.6 Voluntary teacher transfers effective 08/23/23:

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
Kontulis-Trentacosta	Krista	Driggs grade 5	DW Elementary STEM Coach

16.7 Involuntary teacher transfers effective 08/23/23:

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
O'Brien	Kathleen	WSMS Spec. Ed – Scope	WSMS Spec. Ed Co-Taught Gr 7
Ring	Katherine	WSMS Spec. Ed – BDLC	WSMS Spec. Ed Scope
Santiago	Emanuel	WSMS Spec. Ed Co-Taught Gr 6	WSMS Spec. Ed – BDLC
Varecka	Irena	WSMS Spec. Ed – BDLC	WSMS Spec. Ed – Resource Gr 7

16.8 Food Service Summer 2023 appointments:

<u>Employee</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Sherl Knight	Site Supervisor	Bags Foundation	\$15.56
Ciara Pedraza	Site Supervisor	Boys/Girls Club	\$17.24
Sylvia Lebron	Site Supervisor	Bucks Hill Annex	\$15.56
Marcelina Ramos	Site Supervisor	Carrington	\$15.56
Barbara Slogeris	Site Supervisor	Carrington	\$15.56
Carmen Gonzalez	Site Supervisor	Carrington	\$15.56
Kim Plude	Site Supervisor	Crosby/Wallace	\$15.56
Mayra Acuna	Site Supervisor	Crosby/Wallace	\$15.56
Hayat Abouanni	Site Supervisor	Crosby/Wallace	\$15.56
Elizabeth Guisto	Site Supervisor	Duggan	\$15.56
Terri Brooks	Site Supervisor	Duggan	\$15.56
Bibi Ganesh	Site Supervisor	Duggan	\$15.56
Diane Martone	Site Supervisor	Gilmartin	\$15.56
Marilin Smith-Pittman	Site Supervisor	Gilmartin	\$15.56
Monica Ramos	Site Supervisor	Gilmartin	\$15.56
Bernadette Donnelly	Site Supervisor	Kennedy	\$15.56
Dalyes Sagarra	Site Supervisor	Kennedy	\$15.56
Lubna Azam	Site Supervisor	Kennedy	\$15.56
Rose Sarandrea	Site Supervisor	Lighthouse Daycare	\$15.56
Agnelys Negron	Site Supervisor	Lion of Judah	\$15.56
Sue Lugo	Site Supervisor	Reed	\$15.56
Nola Santiago	Site Supervisor	Reed	\$15.56
Mandi Dreher	Site Supervisor	Reed	\$15.56
Ivelisse Conception	Site Supervisor	Rivera Memorial	\$15.56
Caroline Thorpe	Site Supervisor	Rotella Magnet School	\$15.56
Mamie Parker	Site Supervisor	Rotella Magnet School	\$15.56
Donna Synott-Hassinger	Site Supervisor	Waterbury Pal	\$15.56
Marcela Visciano	Site Supervisor	WCA	\$15.56

Maria Rivera	Site Supervisor	WCA	\$15.56
Rosa Quinonez	Site Supervisor	West Side M.S.	\$15.56
Agnes Colon	Site Supervisor	West Side M.S.	\$15.56
Anele Genova	Site Supervisor	Wilby/North End M.S.	\$17.24
Coleen Dutton	Site Supervisor	Wilby/North End M.S.	\$15.56
Paula Mucci	Site Supervisor	Wilby/North End M.S.	\$15.56
Marry Leopizzio	Site Supervisor	Wilby/North End M.S.	\$15.56
Yesenia Martorony	Site Supervisor	Willow Plaza	\$15.56
Seritha Anglin	Site Supervisor	WOW	\$15.56
Maria Rego	Monitor	WAMS	\$17.24
Patricia Lowe	Monitor	WAMS	\$17.24
Amy Daugerdas	Monitor	WAMS	\$17.24
Elaine Lepore	Monitor	WAMS	\$17.24
Linda Generali	Prep	WAMS	\$15.56
Terra Saunders	Prep	WAMS	\$15.56
Chasity Hernandez	Prep	WAMS	\$15.56
Alice Pinto	Prep	WAMS	\$15.56
Robin Capozio	Prep	WAMS	\$15.56
Tasha Curry	Prep	WAMS	\$15.56
Debbie Finke	Program Manager	WAMS	\$35.00
Isabel DeSousa	Program Coordinator	WAMS	\$30.00

16.9 Resignations

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Arroyo, Alyssa	CHS Biology	07/07/23
Arroyo, Richard	CHS/Principal on Special Assignment	07/18/23
Barkauskas, Brianna	CHS Guidance Counselor	07/11/23
Belvedere, Ralph	WAMS Music	06/22/23
Carpenter, Sarah	NEMS TVP/Grade 8 Science	08/18/23
Davino, Melissa	Bunker Hill K	08/04/23
Ey-D'Agostino, Lauren	Duggan Special Ed Co-taught K	06/15/23
Foote, Andre	Walsh Music	08/03/23
Lanza, Jessica	WAMS Grade 8 ELA	06/15/23
Malkin, Jenna	International Grade 2	06/15/23
Moniodes, Joanne	WAMS World Language-Spanish	07/14/23
Peralta, Jacqueline	Sprague Grade 3	07/17/23
Rayer, Pauline	Wilson Grade K	07/10/23
Thompson, Barbara	Reed Special Education	06/15/23
Wells, Traci	Enlightenment ELA	07/11/23
Williams, Yhane	Wilson School Counselor	06/15/23

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

18. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.1

July 20, 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, Crosby High School, effective _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.2

July 20, 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 Supervisor of Secondary Math, effective _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.1

July 20, 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
J. Miller	Rotella community room: Thursday, June 29, 2023, 8:00am – 3:00pm (support training / ESY-EAS administrators)
J. Gopie	Rotella community room and classroom with smartboard: Friday, June 30, 2023, 7:00am – 3:00pm (continuation of Restraint Training for staff)
*M. Waters Talent/Prof. Dev.)	W. Cross café: July 26, Aug. 2, Aug. 9, 12:00pm – 4:00pm Waterbury public schools in-person Career Fairs)
*Holly Maxson	WAMS rooms: various rooms as stated on form Thurs., Aug 24, 8:00am – 3:00pm
*Dr. White	WAMS: 4 classrooms, Monday, Aug. 14, 9:00am – 3:00pm (for districtwide & school equity team training)

Back

SCHOOL PERSONNEL USE ONLY

DATE: 7-6-23

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: Wendell Cross Elementary School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 7/26/23, 8/2/23, & 8/9/23

FROM: 12:00pm TO: 4:00pm

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools In-Person Career Fairs

Marissa Waters
APPLICANT
Carli Carpentieri

.....
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.

Thank

SCHOOL PERSONNEL USE ONLY

DATE: 8.24.23

TO: SCHOOL BUSINESS OFFICE

FROM: Holly Maxson, Supervisor of Fine Arts

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnets School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms
X Large Dance X Band Room X Chorus Room
X CADD LAB X Drama Room X Small Dance X Music Room B
X Digital Music

DATES REQUESTED:

8.24.23

FROM: 8am am/pm TO: 3pm am/pm

FOR THE FOLLOWING PURPOSES:

All Music, Theatre, and Dance Teachers grades Pre K-12 meet and collaborate for professional development on 8.24.23.

Holly Maxson 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.

Book

JUL 12 2023

SCHOOL PERSONNEL USE ONLY

DATE:

July 12, 2023

TO: SCHOOL BUSINESS OFFICE

FROM:

Dr. Liana D. White

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium

Gymnasium

Swimming Pool

Café/Rooms

Media Center

& 4 nearby classrooms

DATES REQUESTED:

Monday, August 14th

FROM:

9:00 am

TO:

3:00 pm

FOR THE FOLLOWING PURPOSES:

Professional Development Day

- For districtwide and

School Equity Team Leader training.


APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.2

July 20, 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
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REQUESTING WAIVERS:

*Town Plot Sports Dennis Cronin	Duggan gym: 9/9/23 – 3/9/24, Saturday and Sunday, 8:30am – 1:00pm (basketball program)	(\$11,088.)
*Bags Foundation N. Reddick	Career Academy football field: Sat., July22nd 9:00am – 1:30pm football camp/football field use only)	(\$231.)

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

CT. Rebound D. Parker	Wilby gym: Monday, Tuesday, Thursday, July 10 – August 11, 2023, 5:30 – 8:30pm (summer basketball program)
Waterbury Ballers T. Lott	Generali gym: June 26 – August 23, 2023, Monday, Wednesday, Thursday, 5:00 – 7:45pm W. Cross gym: June 26 – August 3, 2023, Monday thru Thursday, 5:30 – 7:30pm Gilmartin gym: June 28 – August 3, 2023, Wednesday & Thursday, 5:30 – 7:30pm Crosby gym: June 29 – August 3, 2023, Tuesday & Thursday, 5:00 – 8:00pm
Grandville Acad. M. Mosley	Reed School soccer field area: Fridays, July 14 to August. 25, 2023 1:00 – 3:00pm (golf instruction)
Rivera Memorial J. Ocasio	Duggan gym health room: July 1, 2023 to June 30, 2024, week days, 4:00 – 9:00pm (sports programs)
Teams Locked in A Johnson	Bucks Hill gym: July 5 – August 3, 2023, Monday thru Thursday, 5:30 – 8:00 pm (basketball program)

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

CONTRACT#

JUL 11 2023

Book
APPLICANT DEANIS CROWIN NAME OF ORGANIZATION TOWN FLOT SPORTS
ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4200
(street) (city) (state) (zip code)
SCHOOL REQUESTED DUBBAN DATES 9/9/23-3/9/24 ROOM(S) GYMNASIUM
OPENING TIME 8:30AM CLOSING TIME 1:00PM PURPOSE BASKETBALL
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20
SIGNATURE OF APPLICANT Deanis Crowin DATE 7/8/23
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

SAME AS ABOVE

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. DC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service (11,088)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ ✓ INSURANCE COVERAGE ✓ YES ✓ NO ✓

PLEASE READ THE FOLLOWING CAREFULLY

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

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

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: 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

Blue-Custodian

Saturday
Sunday
9/9/23
To
3/9/24

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: TOWN PLOT SPORTS

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: DUGGAN / GYMNASIUM

DATE(S): SATURDAYS 9/2/23-3/9/24

TIMES: 8:30 AM - 1:00 PM

DATE(S): SUNDAYS 9/10/23-3/19/24

TIMES: 8:30 AM - 1:00 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

7/8/23
Date

Thomas C. Cronin
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 11,088.-
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied 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

CONTRACT# 203-591-1182

APPLICANT NAkia Reddick NAME OF ORGANIZATION BAGS Foundation CT
ADDRESS 541 Wolcott St Waterbury CT 06705 TELEPHONE # 203-591-1182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Career Academy DATES July 22, 2023 ROOM(S) Football Field
OPENING TIME 9am CLOSING TIME 1:30 pm PURPOSE BAGS Foundation Football Camp
ADMISSION (if any) None CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 100

SIGNATURE OF APPLICANT [Signature] DATE 7/11/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

NAkia Reddick 541 Wolcott St Waterbury CT 06705 904-687-6956

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. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE (1) (\$231.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with City of Building Permit)



APPLICANT/ORGANIZATION: BAGS Foundation ct Inc

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Career academy Football field

DATE(S): 7-22-23

TIMES: 9am to 1:30 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

7-13-23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 231.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve an agreement with Lifetouch, at no cost, to be designated as the school's exclusive professional photographer for Waterbury Arts Magnet School.



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



A Nationally Recognized Leader in Urban Arts Education.
July 3, 2023

Honorable Board of Education

c/o Carrie Swain- BOE Clerk

236 Grand Street

Waterbury, CT 06702

Re: Agreement between Waterbury Arts Magnet School and Lifetouch

Dear Honorable Board Members:

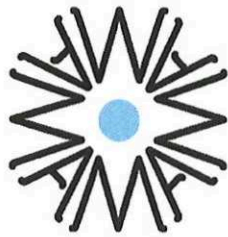
Attached for your review and approval is an agreement between Waterbury Arts Magnet School (WAMS) and Lifetouch. The term of the Agreement is for one (1) year Commencing on September 2023 and termination on June 2023. There will be no cost to the City for this agreement.

The Agreement provides that Lifetouch will provide complimentary barcoded Student ID photographs. Lifetouch will request access to WAMS's Senior Class for interest of photographing Senior Portraits. While Lifetouch will request that each Senior be offered the opportunity to be photographed, there is no stipulation that students be required to be photographed by Lifetouch to be included in annual yearbook.

Underclass Picture Day- Lifetouch will photograph each student, faculty, & staff professional for the yearbook purposes, as well as for optional purchase. Information flyers will be shipped to the schools for ordering and background options. Online ordering information will also be provided. Students and their families are never under any obligation to purchase. Faculty and staff will be photographed on the same mutually agreed upon dates and an absentee/retake date is scheduled at no cost. There is never any charge to families for a retake photograph.

Preparation · Service · Integrity

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



WATERBURY
ARTS
MAGNET SCHOOL

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



A Nationally Recognized Leader in Urban Arts Education.

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the school's exclusive professional photographer to process and deliver photographs for the programs described above. In exchange for the services, the school will allow access to students, staff, and use of school property and information for photography, administration of the photography and distribution of materials. Lifetouch will not disclose confidential information provided by the school or use it for any purpose except to fulfill the services requested to be performed by Lifetouch.

Respectfully Submitted,

Nicholas J. Albini

Waterbury Arts Magnet School

Preparation · Service · Integrity

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

Capture It All!

School Photography Services for Waterbury Arts Magnet School



Lifetouch®

We believe in amazing photography for your students, staff and school community.

Few products generate as much human emotion as school portraits – the anticipation of picture day, the excitement of the at-camera experience, and the joy of receiving beautiful portraits. Your school portraits will be some of your families' fondest memories.

Our mission is to be a true partner in providing solutions for your needs and to boost teacher engagement, institute safety and security best practices, cultivate successful students, and support your community with positive recognition programs and branding solutions. With tools and support from Lifetouch, your yearbook staff create a quality yearbook and capture the memories that make each school year special.

Lifetouch is part of the Shutterfly family of brands. Shutterfly is the leading digital retailer and manufacturer of high-quality personalized products and services. Our shared mission is to help customers capture, preserve, and share life's most important moments

We are excited for an opportunity to partner with Waterbury Arts Magnet School! Quality, Equity, and Customer Service are our key strengths, and our absolute strongest priorities. Your families and your school community deserve the very best in a school photography partner.

Thank you,

Krista L. Fowler

Krista L. Fowler

Sales/Account Professional

860-877-5773 kfowler@lifetouch.com

SENIOR PORTRAITS

Our mission is to capture this once-in-a-lifetime accomplishment for each one of your high school seniors and offer a sophisticated and personalized session for each graduate and family. With our Prestige Photography by Lifetouch program, our professional photographers will help tell your senior story with multiple backgrounds, poses, and creative lighting options designed to encourage each unique personality to shine through. As all families have different needs, we offer a variety of photography sessions and packages to ensure every senior year is remembered.



APPOINTMENT SCHEDULING

With our Prestige Appointment Scheduling, students may select their photography date(s) online and we'll prepare your students for a great photography session:

- Students and families receive timely email and text reminders help seniors understand what is expected of them and offers information about what to wear, what to bring, how to pay, and more!
- Students can sync scheduled photography sessions with all calendar apps
- Students may easily confirm or reschedule photography dates and times with a desktop, laptop, or mobile device!
 - Our system supports simple, easy online payments



SENIOR PORTRAITS: How It Works

- ✓ Using the listing of Seniors we will coordinate to receive from the District Data Professional, we will create a schedule for all Seniors to be photographed and mail-home a postcard to each family explaining the Senior Portrait process, and how easy it is to schedule a session. We will also provide your yearbook team (and administrative professionals) with a listing of student appointment times and online codes.
- ✓ In addition to our basic NO CHARGE session, four (4) extended portrait sessions with extra poses, backgrounds and outfit changes will be offered for a small fee.

We ask each Senior to reserve their senior portrait appointment online and select their preferred session level.

\$No-Charge Basic Session includes 4-6 poses – includes all yearbook required images

\$20 Standard Sessions includes 6-10 poses \$30 Deluxe Sessions include 12-18 poses

\$40 Ultimate Sessions include 18-24 poses

- ✓ We will propose 2-3 portrait session dates dedicated to photographing Senior Portraits.
- ✓ Senior portrait dates will be established based upon a customized program between our team and your yearbook advisor and yearbook staff. For your students' convenience, we will offer flexible scheduling options, including photography during normal school hours (8am–2pm), after school hours (2pm–8pm). Portrait sessions will be scheduled at the high school.
- ✓ Following the Seniors' portrait sessions, printed proofs will be mailed to each senior's home address within three weeks of the portrait session. An additional email will also be sent to each Senior inviting them to confirm a pose selection for the yearbook and consider purchase options.



CHOOSE A
SESSION



STYLE &
ACCESSORIZE



TIME TO SHINE



PROOFS ARRIVE

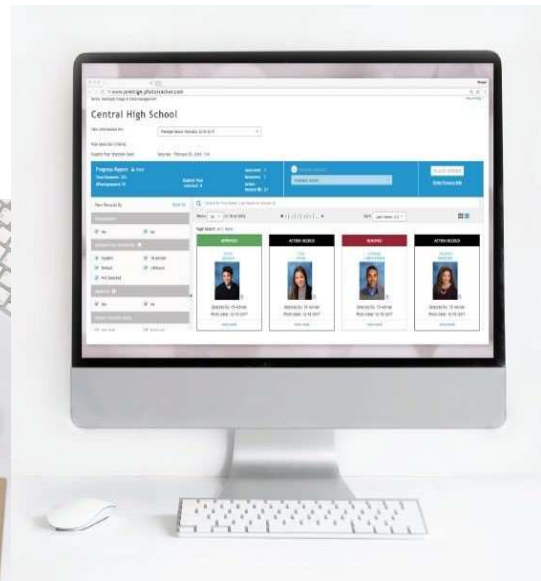


SHOP & SHARE

NEW FOR YEARBOOK ADVISORS!

NEW! PRESTIGE YEARBOOK CHOICE

Your yearbook advisors and the yearbook team will enjoy the benefits of our Lifetouch-designed Prestige Yearbook Choice (PYC) platform to manage and approve senior pictures for your yearbook. Your yearbook team will now enjoy time-saving features and an intuitive interface that allows you to easily review senior pose selections, make edits to names and approve senior picture choices. Plus, you'll have access to smart tracking and reporting tools. Drive additional participation (and purchases) in your yearbook program!



3 easy steps:

- 1 View the students selected pose and see them as they come in
- 2 Review student information and approve the image
- 3 Complete your senior image approval

NEW! GRAD PRODUCTS & APPAREL

Our grad products feature a variety of design collections to match your graduates' unique style. They can coordinate their entire grad party with announcements, thank you cards, metallic posters, and signature boards. We also offer an apparel line specifically for each class' graduates.



Black Crew Neck Tee



White Crew Neck Tee



Raglan Crewneck Tee



Charcoal Long Sleeve Tee

UNDERCLASS PICTURE DAY

Lifetouch will photograph each student, faculty & staff professional for yearbook purposes, as well as for optional purchase. Informational flyers will be shipped to the schools for ordering and background options. Online ordering information will also be provided. Students and their families are never under any obligation to purchase. Faculty and staff will be photographed on the same mutually agreed upon dates and an absentee/retake date is scheduled at NO COST. There is never any charge to the families for a retake photograph.

BEFORE PICTURE DAY WE WILL

- ✓ Schedule a personal consultation & set picture dates
- ✓ Help your school determine if you want to utilize paper flyers, electronic flyers, or both!
- ✓ Request Data information including Student ID Numbers to activate easy online ordering

ON PICTURE DAY WE WILL

- ✓ Photograph ALL students and staff, regardless of package purchase
- ✓ Provide enough photographers to minimize time out of class

ALL IMAGES ARE CENTERED & ADJUSTED FOR YEARBOOK CONSISTENCY



AFTER PICTURE DAY WE WILL

- ✓ Sort and deliver picture packages by school preference
- ✓ Deliver school services

Lifetouch + Shutterfly

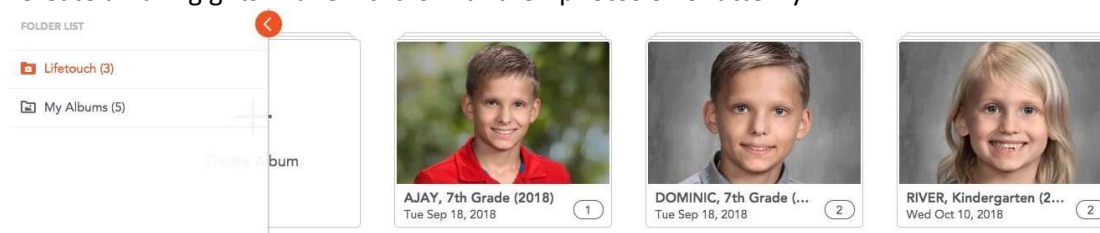
CAPTURE, PRESERVE AND SHARE LIFE'S JOY

Lifetouch is part of the Shutterfly family of brands!

This is a very special benefit for your school community! It's uniquely special that we share the mission of helping families capture, preserve, and share life's most precious moments.

NEW! Unlimited Free Photo Storage: When families purchase on Mylifetouch.com, their digital images will be available on Shutterfly where they can enjoy:

- Unlimited free photo storage on Shutterfly.
- Easily find and share their Lifetouch photos as their school collection on Shutterfly grows each year.
- Create amazing gifts in a few clicks with their photos on Shutterfly.

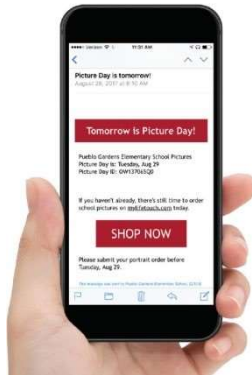


FAMILY COMMUNICATION



Make it easy to send reminders for school pictures, senior pictures, and yearbook sales with Parent Notify™. Parent Notify allows schools to automate communications to parents about Picture Day events — saving both time and money. This tool provides each family with friendly reminders to make sure nobody misses Picture Day.

Lifetouch also provides communication materials such as print and electronic notices, flyers and hallway posters to increase Picture Day awareness.



Picture Day is 1 week away!

Lafayette Elementary School Pictures
Picture Day is: Saturday, Sep 9
Picture Day ID: LM

Order your child's school pictures online at mylifetouch.com

SHOP NOW

Please submit your portrait order before Saturday, Sep 9.

CONVENIENT ONLINE ORDERING

MyLifetouch.com

Along with quick, mobile friendly ordering, MyLifetouch.com makes ordering school pictures faster, easier, and more fun for everyone!

Before picture day, your school will have an event number to share with your school community.

After picture day, each student is issued his/her unique Password and Access Code to return to MyLifetouch.com for viewing, sharing and purchasing their school portrait.

Your families may create custom packages, including multiple backgrounds within the same package.



CUSTOMER LOYALTY PROGRAM

The Lifetouch Rewards program offers amazing discounts and exclusive items for your families!



Join

Sign-up now, and earn a coupon for a special Shutterfly offer—just for signing up!



Earn

For every \$65 spent online, you'll earn a coupon for 10% off your next online purchase.



Redeem

Use your rewards towards future purchases online.



Reminders

Get Picture Day reminders for your upcoming Picture Day!

TERMS OF AGREEMENT

- ✓ This agreement will enable Lifetouch to be the exclusive photographer for Waterbury Arts Magnet School (hereinafter the "City" or "Waterbury Arts Magnet School") for one (1) year 2023-24
- ✓ Lifetouch will provide complimentary barcoded Student IDs, if requested
- ✓ Lifetouch will request access to Waterbury Arts Magnet School's Senior Class for the interest of photographing Senior Portraits. While Lifetouch will request that each Senior be offered the opportunity to be photographed, there is no stipulation that students be required to be photographed by Lifetouch to be included in the annual yearbook.
- ✓ Underclass Picture Day - Lifetouch will photograph each student, faculty & staff professional for yearbook purposes, as well as for optional purchase. Informational flyers will be shipped to the schools for ordering and background options. Online ordering information will also be provided. Students and their families are never under any obligation to purchase. Faculty and staff will be photographed on the same mutually agreed upon dates and an absentee/retake date is scheduled at NO COST. There is never any charge to the families for a retake photograph.
- ✓ During the Agreement Term, Lifetouch National School Studios Inc. is designated as the school's exclusive professional photographer to process and deliver photographs for the programs described

above. In exchange for the services, the school will allow access to students, staff and use of school property and information for photography, administration of the photography and distribution of materials. Lifetouch will not disclose confidential information provided by the school or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. This Agreement is subject to the terms and conditions within this Agreement.

✓ **City of Waterbury Required Provisions:**

City of Waterbury's Ethics Code Ordinance. Lifetouch hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/cityclerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). Lifetouch 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.

Force Majeure. Neither Lifetouch 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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a

Party from fulfilling their obligations or otherwise render performance under the 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 / their schedule set forth in this Contract.

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 Lifetouch.

Termination for Non-Appropriation or Lack of Funding. Lifetouch 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. Lifetouch 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.

- **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 Lifetouch.
- **Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay Lifetouch for the agreed to level of the products, services and functions to be provided by Lifetouch under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Lifetouch, 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.
- **No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate Lifetouch for any lost or expected future profits.

Rights Upon 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 Lifetouch for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Lifetouch 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). Lifetouch shall be required to exercise commercially reasonable efforts to mitigate damages.

Insurance. Partner shall maintain and provide to the City, upon request, **certificate** of insurance with the coverages states below and **include Blanket** Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and it Board of Education are included 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.”**

General Liability Insurance:

\$1,000,000.00 each Occurrence

\$2,000,000.00 General Aggregate

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

Auto Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

Worker's Compensation: Statutory Limits within the State of Connecticut Employer's

Liability:

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

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

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

Excess/Umbrella Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Abuse/Molestation Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Criminal Background Check and DCF Registry Check. Lifetouch represents and warrants that it and its employees who may be assigned to perform the services set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

Lifetouch shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by Lifetouch who performs a service under this Agreement shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this Contract. The City and the Board shall rely on these representations.






Krista L. Fowler, Lifetouch

Date

Neil M. O'Leary, Mayor, City of Waterbury

Date

Fall Underclass Pricing

Pick a Package	Basic	Standard	Digital Only	Plus	Premium
Pictures Included	(2) 5x7 (2) 3x5 (4) 2x3	(1) 8x10 (4) 5x7 (2) 3x5 (8) 2x3	(2) Digital Image	(1) 8x10 (4) 5x7 (2) 3x5 (8) 2x3	(2) 8x10 (4) 5x7 (4) 3x5 (12) 2x3
Shutterfly Digital Image Download	Included 	Included 	Included 	Included 	Included 
Picture Background	Standard	Standard	Select Your Background	Select Your Background	Select Your Background
Retouching	---	---	Premium Retouching – removes blemishes plus whitens teeth and evens skin tone	Basic Retouching – Removes blemishes	Premium Retouching – removes blemishes plus whitens teeth and evens skin tone
Name and Grade	---	---	Name and Grade	Name and Grade	Name and Grade
Price	\$19.99	\$36.99	\$36.99	\$56.99	\$79.99

(8) 2 x 3 Wallets	\$17.99	(4) Variety 3x5	\$17.99
(4) 3x5	\$17.99	(8) Variety 2x3	\$17.99
(2) 5x7	\$17.99	Variety Special - (4) Variety 3x5 (8) Variety 2x3	\$26.99
(1) 8x10	\$17.99		
More backgrounds, products, Special Offers and options on mylifetouch.com			

A SPECIAL OFFER

Order pictures on
mylifetouch.com

Enjoy a FREE 8x11 photo
book from **Shutterfly***

*Offer expires April 30, 2024. Taxes, shipping and handling may apply. Other restrictions apply. Learn more at lifetouch.com/K12GWP

Senior Portrait (Prestige) Pricing

Prestige Photography by Lifetouch

Choose your picture package

Family \$461

up to 7 poses

Item #21589 with 11 x 14
Item #21588 with 16 x 20

QTY	PRINTS	
1	11 x 14 or 16 x 20	- wallet personalization
6	8 x 10s	- wallet album
12	5 x 7s	- wallet box
8	4 x 5s	- magnetic wallet frame
48	2 x 3 wallets	- grad frame

BONUS with Family Package



Digital Image Delivery
Includes up to 7 **ordered** images,
delivered on shutterfly.com.



Proof Set and Folio

Keepsake \$398

up to 4 poses

Item #21246

QTY	PRINTS	
3	8 x 10s	- wallet personalization
6	5 x 7s	- wallet album
8	4 x 5s	- wallet box
48	2 x 3 wallets	

Order online at
shop.prestigeportraits.com

Payment plans available

Senior Special \$436

up to 6 poses

Item #21591 with 11 x 14
Item #21590 with 16 x 20

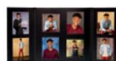
QTY	PRINTS
1	11 x 14 or 16 x 20
4	8 x 10s
10	5 x 7s
8	4 x 5s
48	2 x 3 wallets

- wallet personalization
- wallet album
- wallet box
- magnetic wallet frame

BONUS with Senior Special Package



Digital Image Delivery
Includes up to 6 **ordered** images,
delivered on shutterfly.com.



Proof Set and Folio

Most popular package



Digital images are available as a download from Shutterfly and delivered in a hi-res format. Perfect for printing on a variety of products and print images up to 8x10. Only purchased images will be retouched.

7

Additional packages

Classic \$335

up to 3 poses

Item #21592

QTY	PRINTS
2	8 x 10s
4	5 x 7s
4	4 x 5s
40	2 x 3 wallets

- wallet personalization
- wallet album
- wallet box

Graduate \$282

2 poses

Item #21593

QTY	PRINTS
1	8 x 10
4	5 x 7s
4	4 x 5s
40	2 x 3 wallets

- wallet personalization
- wallet album
- wallet box

Value \$229

1 pose

Item #21249

QTY	PRINTS
4	5 x 7s
4	4 x 5s
32	2 x 3 wallets

- wallet personalization
- wallet box

Intro \$177

1 pose

Item #21250

QTY	PRINTS
2	5 x 7s
4	4 x 5s
24	2 x 3 wallets

Order online at shop.prestigeportraits.com

Payment plans available

Add-ons & a la carte

Add-on with a package

	Price	Item #
(8) 2 x 3 wallets	\$27	19021
(24) 2 x 3 wallets	\$44	19025
(48) 2 x 3 wallets	\$61	19029
(4) 4 x 5s	\$41	15179
(2) 5 x 7s	\$46	15210
8 x 10	\$46	15232
11 x 14	\$74	15259
16 x 20	\$110	15296
20 x 24	\$124	15342
24 x 30	\$134	15375
proof set/folio	\$104	15583
proof set	\$93	15573
folio images not included	\$26	15588

A la carte without a package

	Price	Item #
	\$46	19020
	\$65	19024
	\$82	19028
	\$67	15166
	\$67	15189
	\$67	15221
	\$105	15243
	\$140	15280
	\$170	15326
	\$180	15359
	\$251	15578
	\$240	15563
	\$26	15568

Retouching

Our experienced, digital artists will carefully retouch your images to look subtle and natural.

Premium \$50

- Removes blemishes
- Whitens teeth
- Evens skin tone
- Softens lines around eyes



Add & Save
50% off

Premium retouching when bundled with any package

Basic

Removes blemishes (included with ordered poses).

Custom

For more extensive retouching including braces, tan lines, stray hair, etc., visit lifetouch.com/support-us.

BOARD OF EDUCATION
Waterbury, Connecticut
COMMITTEE ON GRIEVANCES

Item #14.1

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that WTA Grievance 2022-23-13, heard by the Committee on June 28, 2023, be DENIED.



Grievance Number: 22-23-13

Date Filed: 04/28/23

School: WTA

Grievant: WTA

Principal/Supervisor: N/A

Email: james@cea.org

Email: N/A

Representative: James Tessitore

Email: james@cea.org

Title: Teacher Protection

Articles: 24:1, 27:6, 27:7

Description: On or about April 27, 2023 a student at Crosby High School in Waterbury was found in possession of a loaded firearm during school hours and on school property. The firearm possession resulted in Waterbury Teachers Association (WTA) represented bargaining unit members (Members) being placed in a dangerous and unsafe working environment. The Waterbury Board of Education (Board) is responsible for ensuring that WTA Members perform their professional duties in a gun-free, safe and secure working environment. The Board's failure to maintain a gun-free, safe and secure working environment constitutes a blatant violation of Article 27(6) & (7) as supported by Article 24(1) of the 2019-2023 WTA-Board collective bargaining agreement (CBA). The WTA reserves the right to amend/modify this complaint.

Relief Sought: The WTA requests the following remedies:
1) The immediate creation, adoption and implementation of new, advanced policies, protocols and procedures with supporting technologies to restore and maintain a robust, appropriate gun-free, safe working environment for all WTA Members commensurate with the contractual obligations of CBA Article 27 and 24;
2) Enhanced transparency and written dissemination of all current and new safety policies, protocols and procedures to WTA officials and WTA Members in order to effectuate the safety requirements of CBA Article 27;
3) Board adherence to CBA required disclosure of revised policies, protocols and procedures to the WTA, including but not limited to all lockdown and "shelter in place" policies and procedures;
4) Future adherence to the important workplace safety procedures of the WTA CBA.
The WTA reserves the right to amend/modify the requested relief.

On behalf of the WTA
James W. Tessitore

Grievant's Signature

4/28/2023

Date



Step 1

Grievance Number:22-23-13

Disposition Date:

*****DIRECTIONS TO ADMINISTRATOR:** Please write in your response to the grievance in the space provided and sign and date below your response.

Step 1 Decision:

(Administrator or supervisor's signature)

Date

Appealed to Step 2 Date:

Step 2

Grievance Number:22-23-13

Disposition Date:

Step 2 Decision:

(Superintendent or designee's signature)

Date

Appealed to Step 3 Date:

Step 3

Grievance Number:22-23-13



Disposition Date:

Step 3 Decision:

(Board of Education designee's signature)

Date

562 Lakewood Road // Waterbury, CT 06704
Office: (203) 574-5925 // **Fax:** (203) 574-5926

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.1

July 20, 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 Duct & Vent Cleaning of America, Inc. for HVAC Air Duct Cleaning at three schools.



Nicholas J. Albini

Chief Operating Officer

(203) 346-2340

nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: July 10, 2023

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for Construction Contract for HVAC Air Duct Cleaning at Maloney, Rotella and Waterbury Arts Magnet Schools (RFP#7682) with Duct & Vent Cleaning of America, Inc.

The Education Department is respectfully requesting your review and approval of the contract with Duct & Vent Cleaning of America, Inc. for HVAC Air Duct Cleaning at Maloney Interdistrict Magnet and Rotella Interdistrict Magnet Schools and Waterbury Arts Magnet School in the amount of \$255,465.09. This Agreement is subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel. The project consists of cleaning supply and return air ducts serving the air handling equipment at Maloney, Rotella and Waterbury Arts Magnet Schools to be completed in 120 days from the City's written Notice to Proceed.

The contract was initiated under the Request for Proposal process. Three responses were received to RFP#7682 from Hughes Environmental, Aircare Environmental and Duct & Vent Cleaning of America, with Duct & Vent Cleaning of America being the most qualified bidder. The project is being funded through the Elementary and Secondary Schools Emergency Relief funds (ESSER II). Duct & Vent Cleaning of America has recently successfully completed air duct cleaning at the four Pre-K to 8 schools in Waterbury. Vendor's Disclosure and Tax Clearance are attached.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachments (3)

c: Mike Konopka, Jerry Gay

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**Construction Contract
For RFP No. 7682
HVAC Air Duct Cleaning
at Three Schools
between
City of Waterbury
and
Duct & Vent Cleaning of America, Inc.**

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **DUCT & VENT CLEANING OF AMERICA, INC.** located at 311 Page Boulevard, Springfield, Massachusetts, a duly registered Massachusetts corporation duly authorized to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7682** for HVAC air duct cleaning at three City schools as listed below; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7682**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of certain HVAC air duct cleaning at the following three schools: Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School (the "Project"). The Project is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA/ESSER** (both defined below) required contract provisions and, along with **Attachment A**, are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's RFP No. 7682;

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- 1.1.2 Addendums 1 to **RFP No. 7682** (attached hereto);
 - 1.1.3 Contractor's Price Proposal (revised), dated June 21, 2023, consisting of one page (attached hereto);
 - 1.1.4 Contractor's Response with associated attachments to **RFP No. 7682**, dated June 1, 2023, consisting of 36 pages, (attached hereto);
 - 1.1.5 "City of Waterbury, Board of Education, **RFP No. 7682**, "Scope of Services" (also referred to as "Technical Specifications"), all of which are contained in the link listed on the first page of **RFP No. 7682**;
 - 1.1.6 "Site Map" with List of Drawings prepared by N/A;
 - 1.1.7 State of Connecticut Prevailing Wage Schedule dated May 4, 2023, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
 - 1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
 - 1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
 - 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS - AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021,**"; and
 - 1.1.13 All applicable permits and licenses (incorporated by reference).
- 1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Contract Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 7682**;
- 1.2.5 **RFP No. 7682** including "City of Waterbury, Board of Education, **RFP No. 7682**, Scope of Services/Technical Specifications", all as provided in the link on the first page of said **RFP**;
- 1.2.6 Contractor's Price Proposal (revised), dated June 21, 2023;

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- 1.2.7 Contractor's Response; and
- 1.2.8 Drawings.

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7682** (collectively, the "Bid Documents");

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

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

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

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

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

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

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

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

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

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

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

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- 3.13. Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents (including KBE Building Corporation) to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- 3.14. Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.
- 3.15. ARPA/ESSER.** The Contractor possesses the knowledge and understanding of ARPA and ESSER and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.
- 4. Responsibilities of the City and City Reservation of Rights.** Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.
- 4.1.** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.
- 4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such an event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.
- 5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **one hundred (100) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **one hundred twenty (120) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").
- 5.1. Attachment C** is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

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5.2. Delay Damages.

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

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

6. Compensation. The City shall compensate the Contractor for the satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6. No claims

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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 the failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-EIGHT AND 35/100 DOLLARS (\$268,238.35)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

A. Waterbury Arts Magnet School

- (i) \$147,618.51; and
- (ii) \$7,380.93 (Owner Controlled Contingency – see Section 6.1.1); and

B. Maloney Interdistrict Magnet School

- (i) \$56,212.28; and
- (ii) \$2,810.61 (Owner Controlled Contingency – see Section 6.1.1); and

C. Rotella Interdistrict Magnet School

- (i) \$51,634.30; and
- (ii) \$2,581.72 (Owner Controlled Contingency – see Section 6.1.1).

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(iii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Such Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

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

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performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7682** shall be borne solely by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the

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greater of **(i)** 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

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

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

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

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

11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and 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

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of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the

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City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs

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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.

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

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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 to the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

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

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

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

15. Place Holder.

16. Termination.

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

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party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP No. 7682** and (ii) the Contractor's Bid response to **RFP No. 7682**, dated June 1, 2023. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

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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: Duct & Vent Cleaning of America, Inc.
 311 Page Boulevard
 Springfield, MASS 01104

City: City of Waterbury
 Corporation Counsel's Office
 Third Floor
 235 Grand Street
 Waterbury, CT 06702

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

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

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

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solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said

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

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

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

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

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

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

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or another City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of similar import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

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- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

**FINAL FOR EXECUTION CONSTRUCTION CONTRACT for
HVAC Air Duct Cleaning at Three Schools RFP No. 7682**

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

WITNESSES:

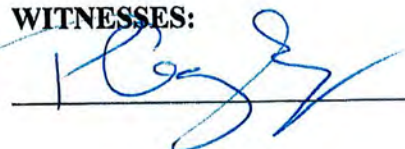
CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

DUCT & VENT CLEANING OF AMERICA, INC.



By: _____
Michael Vinick, President

Date: July 10, 2023

ATTACHMENT A

ATTACHMENT B

ATTACHMENT C

CORPORATE RESOLUTION

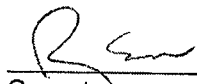
I, Ronald Eckman, hereby certify that I am the duly elected and acting Secretary of Duct & Vent Cleaning of America Inc a corporation organized and existing under the laws of the State of Massachusetts, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 10 day of July, 2023.

"It is hereby resolved that Michael Vinick 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 Duct & Vent Cleaning of America Inc corporation this 10 day of July, 2023.



Secretary

REQUEST FOR PROPOSAL NO. 7682

BY

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION

FOR

HVAC AIR DUCT CLEANING AT THREE SCHOOLS

Pursuant to this Request for Proposal ("RFP"), the City of Waterbury (the "City"), Department of Education (the "DOE"), is seeking proposals from third parties ("proposer" or "contractor") for the HVAC air duct cleaning (the "Project") at the following three schools: Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School. The City intends to enter into a contract with the successful contractor to furnish all labor, materials, tools, and equipment necessary to execute and properly finish the Project, all as more particularly detailed and described herein.

Please find the link to all pertinent documents regarding this RFP listed below:
Attachment G

[SPECIFICATIONS: Air Duct Cleaning at WAMS-MALONEY-ROTELLA](#)

A. Background and Intent

As specified in this RFP, the City is seeking to engage one qualified contractor to provide HVAC air duct cleaning (the "Project") at the following three schools: Waterbury Arts Magnet School, Maloney Interdistrict Magnet School, and Rotella Interdistrict Magnet School. The City intends to award one (1) contract for the Project.

The City's Department of Education ("DOE") is the recipient of Elementary and Secondary School Emergency Relief ("ESSER") funds as administered by the Connecticut Department of Education. The DOE anticipates a portion of the ESSER funding will be appropriated by the Board of Education for the HVAC air duct cleaning specified in this RFP.

B. Qualifications

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

1. Experience and expertise in providing the types of, or similar services, as those set forth in the Scope of Services;
2. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
3. Adequate staff/employees to perform/complete the work in a timely manner;
4. Knowledge of, and compliant with, all applicable federal and state laws and regulations governing the services to be provided under this RFP, including ESSER;
5. At the time of contract award has or will have sufficient capacity, facilities,

equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner; and

6. Providing a minimum of three (3) examples of projects by which the proposer believes satisfies the above qualifications.

C. Scope of Services

I. Scope of Project

- a. Project - HVAC AIR DUCT CLEANING AT THE FOLLOWING THREE (3) SCHOOLS: Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School.

- b. Anticipated Project Scope includes, but is not limited to, the following items:

- Scope: This section defines the minimum requirements necessary to render HVAC components clean.
- The contractor: shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.
- The HVAC system: includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts (except ceiling air plenums and mechanical room) to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **120 consecutive calendar days** from the issuance of a notice to proceed with the Project.

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 AM. 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 **mandatory** information session with respect to this RFP on May 24, 2023, at 9 a.m. commencing at Waterbury Arts Magnet School, 16 Elm Street; continuing to Maloney, 233 S. Elm Street and Rotella, 300 Pierpont Road. **THOSE NOT ATTENDING ALL THREE (3) LOCATIONS OF THE INFORMATION SESSION WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.**
3. Proposers must sign the items and any forms included in **Attachment A -- Contract Compliance Packet.**
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2 p.m. on May 26, 2023.** Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by 2:00 p.m. on May 31, 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 School's Inspector's Office in conjunction with KBE Building Corporation.

H. Conditions

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

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

with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instructions. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the requested format, or fail to comply with any other requirements of this RFP may be considered an appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. **See Attachment B.**
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and (5) five 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 5, 2023. Proposals received after that time will NOT 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. In **Attachment C**, proposers shall also identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - 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 original 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; and
 - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in

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

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

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 fulfil 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; and
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the City's attention, which is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria.

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

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

2. Selection Process.

The City of Waterbury may elect to have the proposals evaluated by a committee as part of its selection process. If deemed necessary, the City reserves the right to arrange 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

If applicable, Contractors 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, 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". Proposers are advised that 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 U.S. Department of Labor and the Connecticut Department of Labor. Because of the application of both federal and state wage laws to this Project, the Contractor should be aware that the Contractor will be obligated to certify payrolls and issue compliance statements in accordance with both federal and state procedural requirements. Furthermore, the Contractor and all Subcontractors shall be responsible for paying the higher of the applicable federal prevailing wages and the applicable state prevailing wages. Connecticut prevailing wages shall be paid if the prevailing wages applicable to the Work under Connecticut prevailing wage laws are equal to or greater than the prevailing wages applicable to the Work under federal prevailing wage laws; please note the following:

1. The City's Good Jobs Ordinance (Code of Ordinances Chapter 34) may apply to this Project. Proposer's attention is further directed to the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance," attached hereto as **Attachment B-3**; and
2. Wage rates for this Project are subject to the minimum wage rates as per State of Connecticut Labor Department "Prevailing Wage Rates" and Federal Davis-Bacon Act.

M. Bid Bond

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

N. Performance/Payment Bonds

The proposer to whom a contract is offered must provide 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.

O. ESSER/ARPA Required Contract Provisions

As noted above, this RFP pertains to work to be funded in whole or in part, under the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") and the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021). Contractors are required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. Any contract made pursuant to this RFP is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Regulations and assurances that the Contractor must comply with are

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set forth in Attachment B-1 to this RFP ("CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS AMERICAN RESCUE PLAN ACT FUNDED PROJECTS (Contractor), dated December 2021"), and in Attachment 8-2 to this RFP ("REQUIRED CONTRACT PROVISIONS AMERICAN RESCUE PLAN ACT FUNDED PROJECTS - 2 CFR 200, Appendix II, dated July 2022") attached hereto and made a part hereof.

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
- AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

One (1) Attachment E Document

- PRICING SHEET

Two (2) Attachments F Document

- STATE PREVAILING WAGES
- PREVAILING WAGE FLYER

One (1) Attachment G Document

- SPECIFICATIONS

ATTACHMENT A

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

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

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

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

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

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

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

Certification

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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

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

State of _____

SS.: _____

County of _____

_____, being first duly
sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

My Commission Expires: _____ (Notary Public)

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)
) SS
County of _____)

_____ being duly sworn,
deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

My Commission Expires: _____ (Notary Public)

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary 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 _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

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

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

ATTACHMENT B

JPY 5.10.23

**Construction Contract
For RFP No. 7682
HVAC Air Duct Cleaning
at Three Schools
between
City of Waterbury
and**

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and _____, LLC, located at _____, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7682** for HVAC air duct cleaning at three City schools as listed below; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7682**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of certain HVAC air duct cleaning at the following three schools: Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School (the "Project"). The Project is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA/ESSER** (both defined below) required contract provisions and, along with **Attachment A**, are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 7682**;

1.1.2 Addendums _ through _ to **RFP No. 7682** (attached hereto);

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- 1.1.3 Contractor's Price Proposal, dated _____, 2023, consisting of one page (attached hereto);
- 1.1.4 Contractor's Response with associated attachments to **RFP No. 7682**, dated _____, 2023, consisting of _____ pages, (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, **RFP No. 7682**, "Scope of Services" (also referred to as "Technical Specifications"), all of which are contained in the link listed on the first page of **RFP No. 7682**;
- 1.1.6 "Site Map" with List of Drawings prepared by N/A;
- 1.1.7 State of Connecticut Prevailing Wage Schedule dated May 4, 2023, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
- 1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS - AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021,**"; and
- 1.1.13 All applicable permits and licenses (incorporated by reference).

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

- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Contract Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 7682**;
- 1.2.5 **RFP No. 7682** including "City of Waterbury, Board of Education, **RFP No. 7682**, Scope of Services/Technical Specifications", all as provided in the link on the first page of said **RFP**;
- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response; and

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1.2.8 Drawings.

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7682** (collectively, the "Bid Documents");

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

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

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

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

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

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

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

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

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

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

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents (including KBE Building Corporation) to review,

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at any time, all work performed under the terms of this Contract at any stage of the Project.

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

3.15. ARPA/ESSER. The Contractor possesses the knowledge and understanding of ARPA and ESSER and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **one hundred (100) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **one hundred twenty (120) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Attachment C is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor

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

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

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

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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 (\$) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

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

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

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7682** shall be borne solely 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 the foregoing payment obligations have been fully completed.

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

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Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.10.2 Progress and Final Payments

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

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

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9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or

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subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

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

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

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

11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to

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only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

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

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

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

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees,

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injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING and COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan

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Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

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

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

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

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Good Jobs Ordinance

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

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

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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

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disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

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

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

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

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

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

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

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

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

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

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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 to the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to

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liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

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

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

15. Place Holder.

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

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fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

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

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any

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subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

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

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

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract at 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

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services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

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

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

27. Changes in the Project: Change Orders.

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

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27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP No. 7682 and (ii) the Contractor's Bid response to RFP No. 7682, dated _____. Said historical documents are attached hereto as part of Attachment A.

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

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

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

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

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

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

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

Contractor: _____

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City:

City of Waterbury
Corporation Counsel's Office
Third Floor
235 Grand Street
Waterbury, CT 06702

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

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

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.

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

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

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

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the foregoing 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

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

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

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

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

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

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

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

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

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- 35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor: An employee of the City of Waterbury, or another City duly authorized person.
- 35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of similar import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

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- 35.14 Subcontractor:** A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 Substantial Completion:** The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 Substitution:** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17 Supplementary General Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional material, provisions of this Contract.
- 35.18 Work:** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19 Using Agency:** School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

FINAL FORM CONSTRUCTION CONTRACT for
HVAC Air Duct Cleaning at Three Schools RFP No. 7682

JPY 5.10.23

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

_____, LLC

By: _____

Its _____

Date: _____

Draft -- City Reserves Right to Modify

ATTACHMENT A

Draft -- City Reserves Right to Modify

ATTACHMENT B

Draft -- City Reserves Right to Modify

ATTACHMENT C

Draft -- City Reserves Right to Modify

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

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

In addition:

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

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

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

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

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

ATTACHMENT C

ATTACHMENT C

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

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

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

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

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

**Social Security Number
or Federal Identification Number**

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

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

Name _____

By: _____
(Title)

Business Address: _____
(City, State, Zip Code)

Phone: _____

Email: _____

Date: _____

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

ATTACHMENT D

ATTACHMENT D

Insurance Requirements

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

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

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

General Liability:

\$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/ Completed Operations Aggregate

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:

\$1,000,000 each Occurrence
\$1,000,000 Aggregate

Contractors Pollution Liability Insurance:

\$1,000,000 each Occurrence/Claim
\$1,000,000 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

ATTACHMENT E

**ATTACHMENT E
PRICING PROPOSAL**

**Duct Cleaning at Waterbury Arts Magnet School
(WAMS), Maloney, Rotella**

RFP#7682

1. Waterbury Arts Magnet School	\$
2. Maloney Elementary School	\$
3. Rotella Interdistrict Magnet School	\$
GRAND TOTAL:	\$

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

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

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

Social Security Number or Federal Identification
Number

Company Name

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

ATTACHMENT F

Project: Duct Cleaning at WAMS, Maloney & Rotella Schools

**Minimum Rates and Classifications
for Building Construction**

ID#: 23-47849

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

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

Project Number: 7682

Project Town: Waterbury

State#:

FAP#:

Project: Duct Cleaning at WAMS, Maloney & Rotella Schools

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

-----LABORERS-----

As of: May 4, 2023

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59
4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59

As of: May 4, 2023

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15
5a) Millwrights	37.02	27.66
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	41.4	31.07+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	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

As of: May 4, 2023

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 Finegrade. (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); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
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; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a

As of: May 4, 2023

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 a CDL license); Rigger; Signalman.	40.54	27.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40

As of: May 4, 2023

11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	43.5	22.30 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	42.0	22.30 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.89	41.72
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a
17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a

As of: May 4, 2023

17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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

As of: May 4, 2023

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

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

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

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

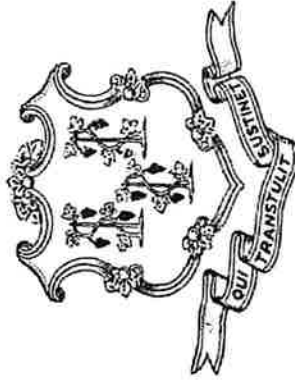
Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: May 4, 2023

As of: May 4, 2023

PREVAILING WAGE BID PACKAGE

- [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
 - [Notice For All Mason Contractors](#) (PDF, 5KB)
 - [CT General Statute 31-55a](#)
 - [Contractor's Wage Certification Form](#) (PDF, 11KB)
 - [Payroll Certification - Public Works Projects](#)
 - [Information Bulletin - Occupational Classifications](#)
 - [Footnotes](#) (Rev. 07/19) (PDF)



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

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)

- (1) 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 ULTIMATELY ARISE CONCERNING 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. 1.)

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

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.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS																		
In accordance with Connecticut General Statutes, § 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.																		
WEEKLY PAYROLL																		
CONTRACTOR NAME AND ADDRESS:																		
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS						SUBCONTRACTOR NAME & ADDRESS							WORKER'S COMPENSATION INSURANCE CARRIER			
PERSON/WORKER, ADDRESS and SECTION	APPROPRIATE MALE/FEMALE % AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
			S	M	T	W	TH	F	S					FICA	WITH-HOLDING	LIST OTHER		
HOURS WORKED EACH DAY									Total 9/17 Hours									
										\$	1. \$							
										Base Rate	2. \$							
											3. \$							
										\$	4. \$							
										Cash Fringe	5. \$							
											6. \$							
										\$	1. \$							
										Base Rate	2. \$							
											3. \$							
										\$	4. \$							
										Cash Fringe	5. \$							
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										Base Rate	2. \$							
											3. \$							
										\$	4. \$							
										Cash Fringe	5. \$							
											6. \$							

*SEE REVERSE SIDE

12/9/2013 *IF REQUIRED PAGE NUMBER OF

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 _____,

I, _____ 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**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

•IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CPI)

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.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILIENT FLOOR 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 are not required. 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.)

- **SHEETMETAL WORKERS**

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, fascia, 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.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. 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

- a. 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.

ATTACHMENT G

SPECIFICATIONS SECTION 23 01 30.51

HVAC AIR DUCT CLEANING

PART 1: GENERAL

1.01 WORK LOCATIONS

- A. Clean supply and return air ducts serving air handling equipment at the following Schools in the City of Waterbury CT: Waterbury Arts Magnet School, Maloney Interdistrict Magnet School and Rotella Interdistrict Magnet School.

1.02 HEALTH AND SAFETY

- A. Safety Standards: cleaning contractors shall comply with all applicable federal, state, local and City of Waterbury DoE (Department of Education) requirements for protecting the safety of the contractors' employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.
- B. Occupant Safety: no processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.
- C. Disposal of Debris: all Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state, local and the City of Waterbury DoE requirements.

1.03 QUALIFICATION OF THE HVAC SYSTEM CLEANING CONTRACTOR

- A. Membership: the HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) or shall maintain membership in a nationally recognized non-profit industry organization dedicated to the cleaning of HVAC systems.
- B. Certification: the HVAC system cleaning contractor shall have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis or shall have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
- C. Supervisor Qualifications: a person certified as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
- D. Experience: the HVAC system cleaning contractor shall submit records of experience in the field of HVAC system cleaning as requested by the Owner (City of Waterbury DoE). Bids shall only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.
- E. Equipment, Materials and Labor: the HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.
 - 1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data (MSD) sheets as required for the work by the U. S. Occupational Safety and Health Administration, and as described by this specification.
 - 2. The contractor shall maintain a copy of all current MSD documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.
 - 3. Contractor shall submit to the Owner all MSD sheets for all chemical products proposed to be used in the cleaning process.

1.04 ACCEPTABLE SUPPLIERS

- A. All eligible local duct cleaning firms, meeting and demonstrating proof thereof the qualifications listed in Section Part 1; § 1.03; ¶ A-E of this Specification document, and meeting all applicable eligibility requirements for providing these services to The City of Waterbury CT.

PART 2: HVAC SYSTEM CLEANING SPECIFICATIONS AND REQUIREMENTS

2.01 SCOPE OF WORK:

- A. Scope: this section defines the minimum requirements necessary to render HVAC components clean.
- B. The Contractor: shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.
- C. The HVAC system: includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts (except ceiling air plenums and mechanical room) to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system.

2.02 IN SUMMARY THE CONTRACTOR SHALL CLEAN

- A. The full length of all supply air ducts
- B. The full length of all return air ducts
- C. The full length of all outside air ducts
- D. All supply and return air registers and diffusers
- E. All vertical shafts
- F. All air handlers including coils, blowers, filter racks, drain pans, and the entire interior of the air handler

PART 3: EXECUTION

3.01 GENERAL HVAC SYSTEM CLEANING REQUIREMENTS

- 1. Preparation: Service Openings
 - i. Access duct cleaning work through existing or new service openings, allowing safe access and thorough cleaning throughout specified components.
 - ii. Work through service openings sized to allow mechanical tool entry and visual inspection, as required for cleaning activities.
 - iii. Where possible, work through existing service openings.
 - iv. Where new service openings are required, install openings as follows:
 - v. Do not degrade structural, thermal, or functional system integrity, and comply with applicable SMACNA duct construction methods.
 - vi. Install service openings complying with applicable UL and SMACNA standards, federal, state, and local code requirements, and requirements of Authorities Having Jurisdiction.
 - vii. Where required, install duct access doors and service panels fabricated with materials complying with SMACNA and UL 723.
 - viii. Where required, install tapes and mastics complying with UL 181A/B.
 - ix. Where required, install closure panels fabricated from equivalent material and same or heavier gage.
 - x. Mechanically fasten closure panels over service openings with screws or rivets at perimeter, maximum [4 inches] [100 mm] spacing.
 - xi. Fabricate closure panel to overlap duct opening perimeter, minimum [1 inch] [25 mm] .
 - xii. Insulate closure panels to match adjacent duct interior and exterior surfaces.
 - xiii. Seal rigid fibrous glass duct systems in accordance with NAIMA recommended practices.
 - xiv. Install closure techniques: UL Standard 181 or UL Standard 181A.
 - xv. Close service openings installed in rigid fibrous glass ductwork and metal ductwork with fibrous glass liner with no exposed fibrous glass edges exposed to airstream.
 - xvi. Install service openings that can be reopened for future inspection or remediation.
 - xvii. Do not cut service openings into flexible duct.
 - xviii. Disconnect flexible duct at both ends as required for inspection and cleaning.

- xix. Reconnect flexible duct ends in accordance with SMACNA standards.
2. Containment: debris removed during cleaning shall be collected and precautions must be taken to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process.
 3. Particulate Collection: where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.
 4. Controlling Odors: all reasonable measures shall be taken to control offensive odors and/or mist vapors during the cleaning process.
 5. Component Cleaning: cleaning methods shall be employed such that all HVAC system components must be visibly clean. Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.
 6. Air-Volume Control Devices: dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.
 7. Service Openings: the contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.
 1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
 2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards. Additional requirements are addressed in section 3.01 of this Specification Document.
 3. Closures must not significantly hinder, restrict, or alter the air-flow within the system.
 4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
 6. Openings must not compromise the structural integrity of the system.
 7. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, AMACNA and NADCA Standards.
 8. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
 9. Rigid fiber glass duct board duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques which comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.
 10. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the Owner in project report documents.
 8. Ceiling sections (tile): The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.
 9. Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.
 10. Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and fans: The contractor shall insure that supply and return fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed. Contractor shall:
 1. Clean all air handling unit (AHU) internal surfaces, components and condensate collectors and drains.
 2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.

3. Clean all coils and related components, including preheat, cooling and reheat coils fins.
11. Duct Systems: Contractor Shall:
 1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas in accordance with section 3.01 of this Specification Document.
 2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Testing.
12. Electric Resistance Coils: Contractor Shall:
 1. De-energize, lock out, and tag out power source to coil.
 2. Employ Type 1 dry cleaning methods.
 3. Employ cleaning methods which will render coil visibly clean in accordance with ACR, The NADCA Standard.
 4. Isolate coil from duct system during cleaning process. Do not allow removed particles to migrate to, or redeposit on, unintended areas.
 5. Apply coil cleaning products in accordance with manufacturer's published data and labeling.
 6. Apply cleaning methods and products that do not cause damage to, or erosion of, coil surface or radiation fins.

3.02 MECHANICAL CLEANING METHODOLOGY

- A. Source Removal Cleaning Methods: The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods which will render the HVAC system Visibly Clean and capable of passing cleaning verification methods. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.
 1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
 2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.
 3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standard, codes or regulations.
 4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.
- B. Methods of Cleaning Fibrous Glass Insulated Components:
 1. Fibrous glass thermal or acoustical insulation elements present in any equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment, while the HVAC system is under constant negative pressure, and not permitted to get wet in accordance with applicable NADCA and NAIMA standards and recommendations.
 2. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing Cleaning Verification Tests.

C. Damaged Fibrous Glass Material:

1. If there is any evidence of damage, deterioration, delaminating, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, they shall be identified for replacement.
2. When requested or specified, Contractor must be capable of remediating exposed damaged insulation in air handlers and/or ductwork requiring replacement.
3. Replacement Material: In the event fiber glass materials must be replaced, all materials shall conform to applicable industry codes and standards, including those of UL and SMACNA.
4. Replacement of damaged insulation is NOT covered by this specification.

D. Cleaning of coils

1. Any cleaning method may be used which will render the Coil Visible Clean. The drain section for the condensate drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

E. Biocidal Agents and Coatings

1. Biocidal agents shall only be applied if active fungal growth is reasonably suspected, or where unacceptable levels of fungal contamination have been verified through testing.
2. Application of any biocide agent used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. Only biocide agents registered by the U.S. Environmental Protection Agency (EPA) shall be used.
4. Biocidal agents shall be applied in strict accordance with manufacturer's instructions.
5. Biocidal coating products for both porous and non-porous surfaces shall be EPA registered water soluble solutions with supporting efficacy data and MSDS records.
6. Biocidal coatings shall be applied according to manufacturer's instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces. A continuous film must be achieved on the surface to be treated by the coating application. Application of any Biocidal coatings shall be in strict accordance with manufacturer's minimum surface application rate standards for effectiveness.

F. Inspection of Work Performed.

1. Contractor is to leave open all cleaning access points until they have been inspected by an authorized representative of Waterbury Public School. The contractor can call for an inspection at any time.
2. Only after each opening has been inspected can the contractor seal up the cleaning access points.
3. The interior of the supply, return and outside air ducts must be visibly clean and pass inspection in order to satisfactorily complete the contract.
4. All air handlers need to be inspected before the access panels and doors are closed. All components of the air handlers must pass inspection in order to satisfactorily complete the project.

3.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the Work of this section with the work of other trades, and the work of different contractors.

B. Precleaning Meeting:

1. Conduct precleaning meeting with authorized representatives of Waterbury Public Schools, School Inspector or his/her authorized Representative.

- C. Sequencing:
 - 1. Perform duct cleaning work after HVAC system construction and duct leakage testing are complete (if applicable to new construction).
- D. Scheduling:
 - 1. Prepare and submit HVAC system cleaning activities schedule to the Waterbury School Inspector or his/her authorized Representative

END OF SECTION 23 01 30.51

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 30, 2023

RFP 7682 HVAC Air Duct Cleaning at Three Schools

Please refer to the questions and answers below.

Question: We would like to request that the requirement for Contractors to carry Pollution Liability Insurance be removed from this bid.

Answer: Pollution Liability Insurance is required.

Question: Regarding prevailing wage rates. Please confirm that all workers must be paid prevailing wage rates for all hours worked on site utilizing the "Group 1 Laborers" rate of \$32.00/hour plus \$24.40/hour for a total hourly rate of \$56.40 per on site hour. / Are prevailing wage rates/Davis Bacon Wage Rates required to be used?

Answer: Confirmed.

Question: During the walk through on Wednesday morning we were informed that there is no way to gain access to the atrium or gymnasium at the Arts Magnet School with a boom lift or scissor lift due to weight limits of the elevator. Can those two areas be excluded from the bid or would you prefer that we include the cost of hiring a scaffolding company to erect the needed scaffolding?

Answer: The Atrium and Gymnasium shall be included in the Scope of Work. Contractor is responsible for means and methods.

Question: Please provide square footage of each facility.

Answer: Approximate square footage:

Rotella	106,000
Maloney	92,000
WAMS	292,000

Question: Please confirm that hard surfaces such as walls/Ceilings are not required to be cut into in order to facilitate cleaning.

Answer: Cannot confirm this. Contractor is responsible for means and methods.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Duct & Vent Cleaning of America, Inc.
The City of Waterbury
Department of Education
FOR
RFP # 7682
HVAC Air Duct Cleaning at Three Schools

original copy

Proposer Information

Experience, Expertise, & Capabilities

3	Statement of Qualifications & Work Plan
4	Cost Schedule
5	Information Regarding Failure to complete work, Default, & Litigation
6	Attachment A
7	Attachment C
8	Addendum
9	Attachment E (Pricing Proposal)
10	Attachment F
11	Attachment D
12	Bid Bond

Proposer Information

- a. **Firm Name:** Duct & Vent Cleaning of America, Inc.
- b. **Permanent Main Office Address:** 311 Page Boulevard, Springfield, MA 01104.
- c. **Date Firm Organization:** April 1989.
- d. **Legal Form of Ownership:** S Corporation, incorporated in Massachusetts.
- e. **How many years have you been engaged in services you provide under present name?** We have been engaged in services for 34 years now.
- f. **Names, titles, reporting relationships and backgrounds and experience of the principal members of your organization, including officers.**
 - a. Michael Vinick, President and Treasurer of 34 years. Manages the business daily.
 - b. Ronald Eckman, Vice President and Clerk of 34 years. Consults for the business daily.

Experience, Expertise, and Capabilities

- a. **Philosophy Statement and Business Focus:** Our company strives to "Improve Lives Through Duct Cleaning" and understands the benefits of duct cleaning, as well as the importance of having clean air for all.
- b. **Summary of Relevant Experience:**
 - a. **Weston Public Schools**
 - i. Michael DelMastro, Director of Facilities, 24 School Road, Weston, CT 06883. (203) 515-2949
 - 1. Air duct cleaning for multiple schools in the district.
 - 2. Started 04/11/2022 and completed 10/22/2022.
 - 3. Completed within original contract timeframe and budget.
 - 4. Total Gross Cost of Agreement: \$193,525.00
 - b. **Fairfield Public Schools**
 - i. Angelus Papageorge, Executive Director of Operations, 3400 Fairfield Avenue, Bridgeport, CT 066054. (203) 255-8373
 - 1. Air duct cleaning for multiple schools in the district.
 - 2. Started job 07/25/2022 and completed 08/26/2022.
 - 3. Completed within original contract timeframe and budget.
 - 4. Total Gross Cost of Agreement: \$123,184.00
 - c. **Bethel Public Schools**
 - i. Robert Germinaro, Director of Facilities, One School Street, Bethel, CT 06801. (203) 794-8609.
 - 1. Air duct cleaning for multiple schools in the district.
 - 2. Started 07/27/2020 and completed 11/06/2020.
 - 3. Completed within original contract timeframe and budget.
 - 4. Total Gross Cost of Agreement: \$178,610.00
 - d. **City of Waterbury**
 - i. Kevin McCaffery, Director of Purchasing, 235 Grand Street, Waterbury, CT 06702 (203) 574-6748
 - 1. Air duct cleaning for separate schools.
 - 2. Started 01/23/2023 and completed 03/02/2023.
 - 3. Completed within original contract timeframe and budget.
 - 4. Total Gross Cost of Agreement: \$294,638.70
- e. **Information on the previous contract with City of Waterbury is listed above.**

c. **Personnel Listing:**

James G. Choquette

75 Levita Road, Lebanon, CT 06249

Work Experience:

Vice President Executive Accounts Manager: January 1998 to Present

Duct and Vent Cleaning of America, Inc.
311 Page Boulevard, Springfield, MA 01104

Salesperson/Project Manager: May 1996 to January 1998

D-Tox Environmental Contractors, Inc.
14 Tobey Road, Bloomfield, CT 06002

Sales Manager: January 1995 to April 1996

Register Tape Marketing
1400 Main Street, Springfield, MA 01103

Steel Worker/Foreman- June 1990 to December 1995

F & J Construction
Camp Moween Road, Lebanon, CT 06249

Education:

Associate degree

Major in Marketing

Manchester Community Technical College: 1996

Manchester, CT 06040

Notable Course Work:

- Sales
- Psychology in Marketing and Sales
- Public Speaking
- Business Management
- Business Honors Society Member

Certifications and Training:

N.A.D.C.A ASCS Certification

OSHA 40 Hour Hazardous Material Training

OSHA 8 Hour Refresher Course for Hazardous Material

OSHA 24 Hour Hazardous Material Responder Training

Lead Abatement Supervisor Training

Confined Space Training

Blueprint Reading

Jim Choquette started his indoor air quality career in 1992 while working at an environmental remediation contractor. Over his eight years with the firm, he learned about the industry and gained valuable real-world experience. In January of 1998, Jim joined Duct & Vent Cleaning of America, Inc and has become an industry expert in IAQ with certifications from the National Air Duct Cleaners Association, as well as mold remediation from the American Council for Accredited Certification.

Service Staff: Duct & Vent Cleaning of America, Inc has thirty (30) clearly identified work trucks in our Northeast Region. Every truck is fully equipped with the necessary portable duct cleaning equipment to perform our work including HEPA Vacuums of various sizes for specific tasks. Our Field Staff has been recognized with the NADCA (National Air Duct Cleaners Association) Award and Outstanding Safety Award for twenty-two (22) continuous years since the inception of the award. Another major credit for our field staff is that our company has an excellent EMR (Insurance Modification Rate) below 1 (one). Our EMR is currently .93.

We have a robust staff of Duct Cleaners and Field Managers who have worked on projects of all sizes. There have also been many projects that have required as many as 30 plus experienced duct cleaners on site at a time. Our field service staff have, at minimum, completed an OSHA 10-hour Construction Safety Training Course and received their passing card. Several of our senior field staff are also certified as a VMT (Ventilation Maintenance Technician) by NADCA. This is in addition to most of our management team having the ASCS (Air Systems Cleaning Specialist) certification by NADCA. Our field staff is trained to clean ductwork and HVAC Systems to the NADCA ACR 2021 Standard. All our field staff are full-time, on-staff employees of Duct & Vent Cleaning of America, Inc. with benefits. Duct & Vent Cleaning of America, Inc does not rely on temporary employees to perform the required industry specific specialized work.

d. Conflict of Interest: There are no current business, financial, personal or other types of relationships that would pose a conflict of interest for this job.



**KINGSWOOD
OXFORD**

Justin Wolfradt, MSM CM, FMP
Director of Facilities
Kingswood Oxford School

Thursday, May 25, 2021

To Whom It May Concern:

It is with great confidence that I write this letter to recommend the services of Duct & Vent Cleaning of America, Inc. for duct and vent cleaning needs. This past year was like no other in recent memory and in a time of need, Duct & Vent Cleaning of America, Inc. rose to the occasion for Kingswood Oxford School.

This past summer, prior to the opening of school, there was great concern with the quality of air vented through the HVAC systems. Jim Choquette and his team were extremely responsive to our concerns. Jim was very personable and was onsite in a timely manner and was able to schedule us within weeks. When the crew started, Jim was onsite to introduce me to his project lead and instilled complete confidence in their work.

The work was done promptly and the pictures from before and after spoke volumes and we at Kingswood Oxford School plan to utilize their services for any upcoming maintenance.

In short, I would highly recommend Duct & Vent Cleaning of America, Inc. for duct and vent cleaning needs to any organization

Sincerely,

170 Kingswood Road, West Hartford, CT. 06119

Office: 860.727.5027 Cell: 860.310.7042

FIELDS MEMORIAL SCHOOL

P.O. Box 185, Bozrah, CT 06334 PH (860) 887-2561 FX (860) 889-2715

Portia S. Bonner, Ph.D.
Superintendent

Catherine A. Dowler
Principal

Eileen Hargreaves
Director of Special Education

May 2021

To whom it may concern,

In December of 2020, I was charged with finding a vent and duct cleaning company that could provide us with an accurate quote for cleaning the vents & duct work in my school building. I had been told by my head custodian that the ducts & vents *had never been cleaned* in the nearly thirty years since they had been installed. We were on a strict deadline as the work needed to be done ASAP to be covered under the Federal CARES Act grant.

Duct & Vent Cleaning of America came through with a reasonable quote and was able to begin work within one week of signing the contract. The crew arrived after 3pm each day so as not to disturb or interfere with classes being held in our PK - 8 school. The work was done efficiently and to the highest standard. Within two weeks every duct and vent in our building was clean and sanitized. Faculty & staff felt safe and comfortable in coming into our building even as Covid 19 cases were rising because they felt confident that Duct & Vent Cleaning of America had done a thorough job. Families and community members were equally pleased to know that we had secured a safe learning environment for our students.

I can't thank the folks at Duct & Vent Cleaning of America enough for the excellent and efficient job they did in cleaning the vents and ducts in our building.

Sincerely,

Catherine A. Dowler

Catherine A. Dowler, Principal
Fields Memorial School
Bozrah, CT 06334
cdowler@bozrah.org



**AMERICAN
SCHOOL FOR THE
DEAF**

ALL ways able.

To Whom It May Concern,

We have worked with Duct and Vent Cleaning of America, Inc. for approximately 15 years and have always had a positive experience when working with them.

Most recently in the spring of 2020, we contracted with Duct and Vent Cleaning of America to complete a thorough cleaning of all ductwork on our campus. They were able to complete the tasks in the allotted time frame and set a work schedule to minimize program impact.

The workers were always on time, courteous and respectful of all students, staff and other school policies while completing their work.

Previously we have worked with Duct and Vent Cleaning of America for annual dryer vent cleanings. They also prove to complete this task in the allotted time and thoroughly.

It was great working with Duct and Vent Cleaning of America, Inc. and our school would use this company for future work.

Sincerely,

Jennifer L. Pizzoferrato
American School for the Deaf
Director of Finance & Operations

Statement of Qualifications and Work Plan

- a. **Qualifications:** Duct & Vent Cleaning of America, Inc. performs both commercial and residential duct cleaning. Our company has performed duct cleaning and air conveyance system restoration throughout the United States. We have multiple offices, qualified Territory Account Managers and Field Staff to facilitate and fulfill services for our customers. Both directly and through our NADCA membership, Duct & Vent Cleaning of America, Inc. has helped promote the duct cleaning industry around the world. Michael Vinick, our company President, held a board position at NADCA for twelve years and served as the origination's President amongst other executive board positions. The mission of NADCA is to promote industry duct cleaning standards, positions, specifications, and certifications. As a member of NADCA, we are required to have an Air Systems Cleaning Specialist, or ASCS, to oversee any work that is performed by our company. Duct & Vent Cleaning of America, Inc. is proud to have a client list consisting of government agencies, municipalities, state governments, Fortune 500 companies, small businesses, healthcare facilities, universities, homeowners and more, all of which we have performed duct cleaning for.
- b. **Work Plan:**
- 1) This contract will include cleaning of the AHUs, all duct work, and all registers, grilles, and diffusers servicing the included schools.
 - 2) Lock-Out/Tag-Out: The Service Coordinator will lock out the air conveyance systems.
 - 3) Access Ports: Access Ports are cut in the ductwork where necessary to facilitate cleaning activities.
 - 4) Agitation Devices: This project will consist primarily of air whip and rotary brush agitation. We will be using air compressors, air whips and drill powered rotary brush systems to dislodge any construction debris from ductwork.
 - 5) Vacuum Collection: We use equipment with HEPA, high efficiency particulate arrestance, filtration. DOP test results, from an independent testing agency determines that HEPA filters remove 99.97% of contaminants including dust, dirt, lint, mold spores, and any other particles that may be contained within the air ventilation system, down to 0.3 microns, thus protecting the occupied space. This equipment will be connected to the downstream end of the duct system being cleaned and run continuously during cleaning. Inflatable zone bags will be utilized to zone off a large duct system into smaller sections.
 - 6) Main truck duct lines will be contact HEPA vacuumed utilizing portable HEPA filtered vacuums and soft bristled brushes. Smaller side runs will be cleaned using air whips and rotary brushes. Lined ductwork will be cleaned to NAIMA specifications via contact HEPA vacuuming methods only.
 - 7) All registers and grilles will be removed, if needed, handwashed and reinstalled.
 - 8) The air handling units in the attic will be contact HEPA vacuum, hand wiped, and the coils will be washed as needed.
 - 9) Daily inspection will include a walk-through of the service area with the customer, DVCA Project Manager and Service Coordinator. This will ensure everything was placed back into the original position and the work on that day was finished completely. A representative of your organization will be asked to sign a certificate of completion at that time.
 - 10) After the project, a project completion report will be submitted.

- c. **Services Expected of the City:** Provide access to each building that has HVAC and provide inspectors on a nightly basis, if required as part of the process by the city.

Cost Schedule

Please see pricing page in Attachment E.

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

- a. Have you ever failed to complete any work awarded to you? **No.**
- b. Have you ever defaulted on a contract? **No.**
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? **No.**
- d. Has your firm ever had a contract terminated for cause within the past five years? **No.**
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? **No.**
- f. During the past seven years, has your firm ever filed for protection under the federal bankruptcy laws? **No.**
- g. Are there any other factors or information that could affect your firm's liability to provide the services being sought about, which the City should be aware? **No.**

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Duct & vent cleaning of America, Inc.
(Name of Company, if applicable)

[Signature]
Signature of Individual (or Authorized Signatory)

June 01, 2023
Date

Michael Vinick, President
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

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

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

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

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

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

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

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

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

Certification

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

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

Duck & Vent Cleaning of America, Inc.
311 Page Boulevard
Springfield MA 01104

Print Name and Title of Authorized Representative:

Michael Wacker, President

Signature of Authorized Representative:

[Signature]
Date: June 01, 2023

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

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

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

State of Massachusetts

SS.: _____

County of Hampden

Michael Vinick, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
President of Ductavent Cleaning of America, Inc. (Contractor's Name), the
Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Michael Vinick	President	Ductaveni cleaning of America, Inc.	Duct cleaning	04/10/65
2					
3					
4					

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

	Organization Name	Address	Type of Ownership
1	None		
2			
3			
4			

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

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

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

Name	Title	DOB	Stock %
1 Michael Vinick	President	04/10/1965	50
2 Ronald Eckman	Vice President	06/03/1955	50
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Duct & Vent Cleaning of America, Inc.	Massachusetts	311 Page Boulevard, Springfield 01104
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

My Commission Expires: _____ (Notary Public)

For Corporation

Olivia Nolan
Witness

Michael Vinick
Name of Corporate Signatory

311 Page Boulevard, Springfield, MA 01104
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: President
Title

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

State of Massachusetts)

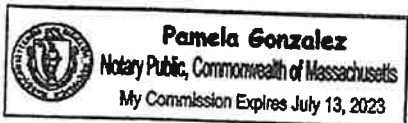
) SS

County of Hampden)

Michael Vinick being duly sworn,
deposes and says that he/she is President of Duct + Vent Cleaning of Americus, Inc. and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 1st day of June 2023.

My Commission Expires: July 13 2023 [Signature] (Notary Public)



CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary 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 _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

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

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

ATTACHMENT C

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

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

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

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

1 Addendum # 1, May 30, 2023 4 _____
2 _____ 5 _____
3 _____ 6 _____

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

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

04-3175810
Social Security Number
or Federal Identification Number

Duct & Vent Cleaning of America, Inc.
Signature of Individual or Corporate Name

[Signature]
Corporate Officer
(if applicable)

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

Name Duct & Vent Cleaning of America, Inc.
By: Michael Vinick, President
(Title)
Business Address: 311 Page Boulevard
(City, State, Zip Code)
Springfield, MA 01104
Phone: 1-800-772-8368
Email: mvinick@ductandvent.com
Date: June 01, 2023

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.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 30, 2023

RFP 7682 HVAC Air Duct Cleaning at Three Schools

Please refer to the questions and answers below.

Question: We would like to request that the requirement for Contractors to carry Pollution Liability Insurance be removed from this bid.

Answer: Pollution Liability Insurance is required.

Question: Regarding prevailing wage rates. Please confirm that all workers must be paid prevailing wage rates for all hours worked on site utilizing the "Group 1 Laborers" rate of \$32.00/hour plus \$24.40/hour for a total hourly rate of \$56.40 per on site hour. / Are prevailing wage rates/Davis Bacon Wage Rates required to be used?

Answer: Confirmed.

Question: During the walk through on Wednesday morning we were informed that there is no way to gain access to the atrium or gymnasium at the Arts Magnet School with a boom lift or scissor lift due to weight limits of the elevator. Can those two areas be excluded from the bid or would you prefer that we include the cost of hiring a scaffolding company to erect the needed scaffolding?

Answer: The Atrium and Gymnasium shall be included in the Scope of Work. Contractor is responsible for means and methods.

Question: Please provide square footage of each facility.

Answer: Approximate square footage:

Rotella	106,000
Maloney	92,000
WAMS	292,000

Question: Please confirm that hard surfaces such as walls/Ceilings are not required to be cut into in order to facilitate cleaning.

Answer: Cannot confirm this. Contractor is responsible for means and methods.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

**ATTACHMENT E
PRICING PROPOSAL**

**Duct Cleaning at Waterbury Arts Magnet School
(WAMS), Maloney, Rotella**

RFP#7682

1. Waterbury Arts Magnet School	\$ 149,866.51
2. Maloney Elementary School	\$ 57,068.30
3. Rotella Interdistrict Magnet School	\$ 52,420.61
GRAND TOTAL:	\$ 259,355.42

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

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

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

04-3175810
Social Security Number or Federal Identification Number

Duct & Vent cleaning of America, Inc.
Company Name


Signature of Individual or Corporate Name

Michael Vinick, President
Corporate Officer (if applicable)

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, Michael Vinick, President of Duct & Vent Cleaning of America, Inc.
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the Duct & Vent Cleaning of America, Inc.
Company Name
311 Page Boulevard
Street
Springfield, Massachusetts 01104
City

and all of its subcontractors will pay all workers on the

RFP # 71082 HVAC Air Duct Cleaning at Three Schools
Project Name and Number

Waterbury Arts Magnet School, Maloney Elementary School, Rutland Interdistrict Magnet School
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

[Signature]
Signed

Subscribed and sworn to before me this 1st day of June, 2023.

[Signature]
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109



Pamela Gonzalez
Notary Public, Commonwealth of Massachusetts
My Commission Expires July 13, 2023

Rate Schedule Issued (Date): _____

ATTACHMENT D

Insurance Requirements

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

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Contractors Pollution Liability Insurance: \$1,000,000 each Occurrence/Claim
 \$1,000,000 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2023

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

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

PRODUCER Brown & Brown of MA LLC DBA Berkshire Ins Group P.O. Box 4889 Pittsfield MA 01202		CONTACT NAME: Marion Lentes PHONE (A/C, No, Ext): (413) 564-6490 FAX (A/C, No): E-MAIL ADDRESS: Marion.Lentes@bbrown.com	
INSURED Duct & Vent Cleaning of America Inc. 311 Page Blvd. Springfield MA 01104-3029		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Travelers Casualty Company of Connecticut INSURER C: The Travelers Indemnity Company INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 36170 25658	

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		P6603D463123TIL22	06/24/2022	06/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA1N3381272243G	06/24/2022	06/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2J034972	06/24/2022	06/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB7K0100912243G	06/24/2022	06/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

The City of Waterbury and its Board of Education, KBE Building Corporation are named as additional insureds as required by written contract on all policies except the Workers Compensation. Waiver of subrogation applies for all policies.

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury City Hall Building 235 Grand Street Waterbury CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Berkshire INSURANCE GROUP

June 1, 2023

RE: Proposal No. 7682 by The City of Waterbury Department of Education for HVAC Air Duct Cleaning at Three Schools

To whom it may concern:

Please be advised that Duct & Vent Cleaning of America has been approved by Travelers Insurance Company to secure Pollution Liability Coverage in the amount of \$1,000,000 should they be the successful bidder for this job. The coverage will commence upon the start of the project and will be kept in force for the duration of the project. Should there be any questions concerning this letter please do not hesitate to contact me at 413-935-1581

Sincerely,



Paul Lesukoski, CPCU

Vice-President

BID BOND



MAIN
STREET
AMERICA
INSURANCE



CONTRACTOR: *(Name, legal status and address)*

Duct & Vent Cleaning of America, Inc.
311 Page Blvd, Ste 1
Springfield, MA 01104

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

City of Waterbury
235 Grand Street
Waterbury, CT 06702

BOND AMOUNT: Ten Percent of Total Amount Bid (10% of total bid)

PROJECT: *(Name, location or address, and Project number, if any)*

RFP No. 7682, HVAC Air Duct Cleaning at Three Schools, Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of June, 2023.

Duct & Vent Cleaning of America, Inc.

(Principal)

President
(Title)

(Seal)

Quinn Nolan
(Witness)

NGM Insurance Company

(Surety)

Jó Ann B. Rivers
(Title)

Attorney-in-Fact





NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

Bid no. B-0040847

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Jo Ann B. Rivers its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number B-0040847 dated June 1, 2023, on behalf of Duct & Vent Cleaning of America, Inc. in favor of City of Waterbury for Five Hundred Thousand and no/100----- Dollars (\$ 500,000.00*****) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law

Vice President, General Counsel and Secretary



State of Florida,
County of Duval

On this 7th day of January, 2020 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020

Loe K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 1st day of June, 2023

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

**ATTACHMENT E
PRICING PROPOSAL**

**Duct Cleaning at Waterbury Arts Magnet School
(WAMS), Maloney, Rotella**

RFP#7682

1. Waterbury Arts Magnet School	\$ 149,866.51
2. Maloney Elementary School	\$ 57,068.30
3. Rotella Interdistrict Magnet School	\$ 52,420.61
GRAND TOTAL:	\$ 259,355.42

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

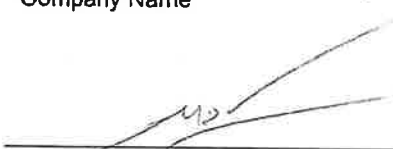
The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

04-3175810

Social Security Number or Federal Identification
Number

Duct & vent cleaning of America, Inc.
Company Name


Signature of Individual or Corporate Name

Michael Vinick, President
Corporate Officer (if applicable)

ATTACHMENT E
PRICING PROPOSAL

Revised

**Duct Cleaning at Waterbury Arts Magnet School
(WAMS), Maloney, Rotella**

RFP#7682

1. Waterbury Arts Magnet School	\$ 147,618.51
2. Maloney Elementary School	\$ 56,212.28
3. Rotella Interdistrict Magnet School	\$ 51,634.30
GRAND TOTAL:	\$ 255,465.08

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

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

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

04-3175810

Social Security Number or Federal Identification
Number

Duct & Vent cleaning of America, Inc.
Company Name

 6-21-23

Signature of Individual or Corporate Name

Michael Vinick, President
Corporate Officer (if applicable)

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

June 9, 2023

Michael Vinick
Duct & Vent Cleaning of America, Inc.
311 Page Boulevard
Springfield, MA 01104

RFP# 7682
Project: HVAC Air Duct Cleaning at Maloney Magnet School, Rotella Magnet School and Waterbury Arts Magnet School

Dear Mr. Vinick,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Duct & Vent Cleaning of America, Inc.
(Name of Company, if applicable)

[Signature]
Signature of Individual (or Authorized Signatory)

June 01, 2013

Date

Michael Vinick, President
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

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

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

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

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

Dura Vent Cleaning of America, Inc.
311 Page Boulevard
Springfield, MA 01104

Print Name and Title of Authorized Representative:

Michael Vioice, President

Signature of Authorized Representative:

[Signature]
Date: June 01, 2023

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

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

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

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

Duct & Vent Cleaning of America, Inc.
311 Page Boulevard
Springfield, MA 01104

Print Name and Title of Authorized Representative:

Michael Wink, President

Signature of Authorized Representative:

Date: June 01, 2023

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

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

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

State of Massachusetts

SS.: _____

County of Hampden

Michael Vinick, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** President of Ducavent Cleaning of America, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

CITY OF WATERBURY

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

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

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

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Michael Vinick	President	Ducts vent cleaning of America, INC.	Duct cleaning	04/10/65
2					
3					
4					

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

	Organization Name	Address	Type of Ownership
1	None		
2			
3			
4			

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

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

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

Name	Title	DOB	Stock %
1 Michael Vinick	President	04/10/1965	50
2 Ronald Eckman	Vice President	06/03/1955	50
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Duct & Vent Cleaning of America, Inc.	Massachusetts	311 Page Boulevard, Springfield 01104
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
) SS
County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)
My Commission Expires: _____

For Corporation

Olivia Nolan
Witness

Michael Vinick
Name of Corporate Signatory

311 Page Boulevard, Springfield, MA 01104
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: President
Title

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

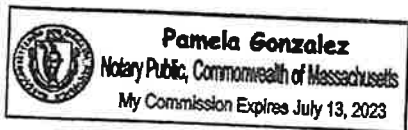
State of Massachusetts)
) SS

County of Hampden)

Michael Vinick being duly sworn,
deposes and says that he/she is President of Duct + Vent Cleaning of America, Inc.
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 1st day of June 2023.

My Commission Expires: July 13 2023 P. Gonzalez (Notary Public)



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 6/20/2023

To: Amy Hunihan- Project Administrative Coor.
Department of Education

Subject: Tax Clearance

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

Duct & Vent Cleaning of America, Inc.
Michael Vinick
Ronald Eckman
311 Page Blvd.
Springfield, MA 01104

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

Very truly yours,

Nancy J. Olson

NJO/wmf

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

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

CITY OF WATERBURY
Insurance Bid Specifications Recommendations
RISK MANAGEMENT

Date: 05/02/23

Project: Duct Cleaning at (3) Schools: WAMS, MALONEY, ROTELLA

Submitting Department: KBE, on behalf of the Department of Education

Contact: David Heavener, KBE

Description of Work/Services: The contractor shall be responsible for the removal of visible surface contaminants & deposits within the HVAC System in strict accordance with the specifications.

Estimated Cost: \$300,000.00

Contract Term: 120 Consecutive Calendar Days

Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum A.M. Best's rating of "A-" VIII. In addition, all Carriers are subject to approval of the City of Waterbury.

General Liability: each \$_____ Each Occurrence
\$_____ General Aggregate
\$_____ Products/ Completed Operations
Aggregate

Auto Liability: \$_____ Combined Single Limit for each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$_____ EL each Accident
\$_____ EL Disease each Employee
\$_____ EL Disease EL Policy Limits

Excess/ Umbrella Liability: \$_____ each Occurrence
\$_____ Aggregate

Builder's Risk/installation Floater Insurance: \$_____ each Occurrence OR Limits equaling
The Value of the Project not necessary not
construction

Contractors Pollution Liability Insurance \$_____ each Occurrence/Claim
\$_____ Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

No construction

Professional Liability/E&O: \$_____ each Wrongful Act
\$_____ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$ _____ each Occurrence
\$ _____ Aggregate
(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury, The Department of Education and KBE Building Corporation (KBE)
is listed as Additional Insured on a primary and non-contributory basis on all policies except
Workers' Compensation and Professional Liability. All policies shall include a Waiver of
Subrogation except the Builder's Risk and Professional Liability.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org. Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: KBE on behalf of the Department of Education

Requesting Department Contact: Dave Heavener, KBE Building Corporation

Detailed description of Work/Services to be Performed: The contractor shall be responsible for the removal of visible surface contaminants & deposits for within the HVAC System in strict accordance of the specifications (WAMS - MALONEY - ROTELLA)

Environmental Services Included – If yes, describe: N/A

Medical Services Included – If yes, describe: N/A

Hazardous Substances – If yes, describe: N/A

Will Use of Subcontractors be Permitted? Yes

Summarize any other Special Conditions:

Estimated Cost: \$300,000.00

Contract Term: 120 Consecutive Calendar Days

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:

~~N/A or See attached.~~ SEE ATTACHED

(If N/A - then do not prepare/send "Attachment" document)

INDEMINIFCAITON:

as well as KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, employees

ADDITIONAL INSURED:

KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees

Crystal Burr

From: Hunihan, Amy <ahunihan@kbebuilding.com>
Sent: Tuesday, May 2, 2023 1:00 PM
To: Insurance Requests
Cc: Heavener, Dave; Rochdi Maghfour; Mike Konopka
Subject: RE: Request for Insurance Recommendations: Duct Cleaning (3) schools: WAMS, Maloney, Rotella
Attachments: 2023-0329 RM Insurance Limit Requirements.pdf

**** UPDATE ****

- RFP# has been assigned: RFP#7682
- This work is like Duct Cleaning RFP#7634 (see attached Insurance Recommendations)



Amy Hunihan | Project Administrative Coordinator
P: 860.426.5200 | E: ahunihan@kbebuilding.com
75 Batterson Park Road, Farmington, CT 06032

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www.kbebuilding.com

We're hiring! Let's Build Excellence Together.
Check out our [open positions](#) today.

From: Hunihan, Amy
Sent: Tuesday, May 2, 2023 12:34 PM
To: Insurance Requests <InsuranceRequests@waterburyct.org>
Cc: Heavener, Dave <dheavener@kbebuilding.com>; Rochdi Maghfour <rmaghfour@waterbury.k12.ct.us>; Mike Konopka <mike.konopka@waterbury.k12.ct.us>
Subject: Request for Insurance Recommendations: Duct Cleaning (3) schools: WAMS, Maloney, Rotella

Good Afternoon,

I want to request Insurance Recommendations for RFP#7634: Duct Cleaning at (3) Schools: WAMS, Maloney Rotella

- If the project/program is associated with the BOE please be very specific if students will be involved. **No students will be involved**
- For all requests please also specify the following:
 - Will vendor be coming on-site anywhere in the City? **Just at the listed school in the RFP**
 - Will vendor be delivering in their business owned or personal vehicles? **BOTH (TBD)**
- Will vendor be instructing or giving direction on anything? **Only to their team**
- On-line or in person? **TBD**
- Will there be any cash or electronic banking transactions involved? **No**
- Will there be information exchanged between the City's computer system and the vendor's system? **No**
- Is there any design work involved? **No**

- g. Will there be any construction? **No**
 - If so, will they be digging into soil at all? **N/A**
- ii. Will they be finishing in one day or storing items/supplies on site? **TBD**

Thank you,
Amy



Amy Hunihan | Project Administrative Coordinator
P: 860.426.5200 | E: ahunihan@kbebuilding.com
76 Batterson Park Road, Farmington, CT 06032

KBE Building Corporation // One of the KBE Companies
Offices: Farmington, CT | Norwalk, CT | Laurel, MD | Scottsdale, AZ
www.kbebuilding.com

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Check out our [open positions](#) today.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2023

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

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

PRODUCER Brown & Brown of MA LLC DBA Berkshire Ins Group P.O. Box 4889 Pittsfield MA 01202		CONTACT NAME: Marion Lentes PHONE (A/C, No, Ext): (413) 564-6490 E-MAIL ADDRESS: Marion.Lentes@bbrown.com FAX (A/C, No):																						
INSURED Duct & Vent Cleaning of America Inc. 311 Page Blvd. Springfield MA 01104-3029		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Insurance Company</td><td>36161</td></tr><tr><td>INSURER D:</td><td>The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty Company of America	25674	INSURER B:	The Charter Oak Fire Insurance Company	25615	INSURER C:	Travelers Property Casualty Insurance Company	36161	INSURER D:	The Travelers Indemnity Company	25658	INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** CL2361514254**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

The City of Waterbury and its Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers directors, commissions, officials, stakeholders, shareholders and employees are included as additional insureds on a primary non contributory basis WHEN required by written contract on all policies except the Workers Compensation. Waiver of subrogation applies for all policies when required by written contract.

30 day Notice of Cancellation applies.

Service sites:

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

CERTIFICATE HOLDER**CANCELLATION**

City of Waterbury City Hall Building 235 Grand Street Waterbury CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

AGENCY CUSTOMER ID: 00605416

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of MA LLC DBA Berkshire Ins Group		NAMED INSURED Duct & Vent Cleaning of America Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Rotella School, 300 Pierpont Road, Waterbury, CT
Maloney School, 233 S. Elm Street, Waterbury, CT



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-7K010091-23-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies D. Blanket Additional Insured – Broad Form Vendors E. Blanket Additional Insured – Controlling Interest F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations I. Blanket Additional Insured – Grantors Of Franchises J. Incidental Medical Malpractice K. Blanket Waiver Of Subrogation |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

COMMERCIAL GENERAL LIABILITY

your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
b. An organization, other than a partnership, joint venture or limited liability company; or
c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
b. The insurance provided to such vendor does not apply to:
(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
(2) Any change in "your products" made by such vendor;
(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings,

COMMERCIAL GENERAL LIABILITY

canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental

medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not

subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
 - b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- The insurance provided to such additional insured is subject to the following provisions:
- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
 - c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT, I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



June 1, 2023

RE: Proposal No. 7682 by The City of Waterbury Department of Education for HVAC Air Duct Cleaning at Three Schools

To whom it may concern:

Please be advised that Duct & Vent Cleaning of America has been approved by Travelers Insurance Company to secure Pollution Liability Coverage in the amount of \$1,000,000 should they be the successful bidder for this job. The coverage will commence upon the start of the project and will be kept in force for the duration of the project. Should there be any questions concerning this letter please do not hesitate to contact me at 413-935-1581

Sincerely,

A handwritten signature in black ink that reads 'Paul Lesukoski'. The signature is fluid and cursive, with the first name 'Paul' being more prominent.

Paul Lesukoski, CPCU

Vice-President



THE MAIN STREET AMERICA GROUP



PERFORMANCE BOND

Bond No.: S-258714

CONTRACTOR:

(Name, legal status and address)
Duct & Vent Cleaning of America, Inc.
311 Page Blvd, Ste 1
Springfield, MA 01104

OWNER:

(Name, legal status and address)
City of Waterbury
City Hall, 235 Grand Street
Waterbury, CT 06702

SURETY:

(Name, legal status and principal place of business)
NGM Insurance Company
4601 Touchton Rd East Ste 3400
Jacksonville, FL 32246-4486

CONSTRUCTION CONTRACT

Date: July , 2023

Amount: Two Hundred Sixty-Eight Thousand Two Hundred Thirty-Eight and 35/100 Dollars (\$268,238.35)
Description (Name and Location):

RFP No. 7682 for HVAC air duct Cleaning at three City Schools: Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School, Waterbury, CT

BOND

Date: July 12, 2023

(Not earlier than Construction Contract Date)

Amount: Two Hundred Sixty-Eight Thousand Two Hundred Thirty-Eight and 35/100 Dollars (\$268,238.35)
Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Duct & Vent Cleaning of America, Inc.

Signature:

Name and Title: Michael V. Vach, President

SURETY

Company:
NGM Insurance Company

Signature:

Name and Title: Jo Ann B. Rivers, Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brown & Brown of Massachusetts, LLC
55 Capital Blvd., Suite 102
Rocky Hill, CT 06067

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: N/A

Name and Title:

Address:

SURETY

Company:

NGM Insurance Company

Signature: N/A

Name and Title:

Address:



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition



THE MAIN STREET AMERICA GROUP



PAYMENT BOND

Bond No.: S-258714

CONTRACTOR:

(Name, legal status and address)

Duct & Vent Cleaning of America, Inc.
311 Page Blvd, Ste 1
Springfield, MA 01104

OWNER:

(Name, legal status and address)

City of Waterbury
City Hall, 235 Grand Street
Waterbury, CT 06702

CONSTRUCTION CONTRACT

Date: July , 2023

Amount: Two Hundred Sixty-Eight Thousand Two Hundred Thirty-Eight and 35/100 Dollars (\$268,238.35)

Description (Name and Location):

RFP No. 7682 for HVAC air duct Cleaning at three City Schools: Waterbury Arts Magnet School; Maloney Interdistrict Magnet School; and Rotella Interdistrict Magnet School, Waterbury, CT

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
4601 Touchton Rd East Ste 3400
Jacksonville, FL 32246-4486

BOND

Date: July 12, 2023

(Not earlier than Construction Contract Date)

Amount: Two Hundred Sixty-Eight Thousand Two Hundred Thirty-Eight and 35/100 Dollars (\$268,238.35)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Duct & Vent Cleaning of America, Inc.

(Corporate Seal)

Signature:

Name and Title: Michael Vinick, President

SURETY

Company:

NGM Insurance Company

Signature:

Name and Title: Jo Ann B. Rivers, Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brown & Brown of Massachusetts, LLC
55 Capital Blvd., Suite 102
Rocky Hill, CT 06067

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

68-9009 03/2015

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

N/A

Name and Title:

Address:

SURETY

Company:

NGM Insurance Company

Signature:

N/A

Name and Title:

Address:



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

4



POWER OF ATTORNEY

S-258714

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Jo Ann B. Rivers its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-258714 dated July 12, 2023, on behalf of **** Duct & Vent Cleaning of America, Inc. **** in favor of City of Waterbury

for Two Hundred Sixty Eight Thousand Two Hundred Thirty Eight and 00/100 Dollars (\$ 268,238.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: *Kimberly K. Law*



Kimberly K. Law
Vice President, General Counsel and Secretary

State of Florida,
County of Duval

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 12th day of July, 2023.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #15.2

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the following transfers totaling \$_____ in the 2022/23 General Fund Budget:

Acct. Unit	Account	Description	Amount
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FROM:

FROM:

TOTAL

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

July 20, 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>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Bosley-Boyce, Annette	College and Career Coordinator	FT	\$30/hr	F UPSEU 69	ESSER II 21-23	8/28/23
Bush, Charneil	College and Career Coordinator	FT	\$30/hr	F UPSEU 69	ESSER II 21-23	8/28/23
Colon, Natalie	Communications Assistant	FT	\$20/hr	F UPSEU 69	All. District 22-23	6/29/23
Garcia Orta, Emily	Parent Liaison International (job change)	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	6/15/23
Lent, Matthew	Parent Liaison Chase	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	8/28/23
McColl, John	Behavior Counselor Duggan	FT	\$25/hr	F UPSEU 69	Title I/DW 23-25	8/28/23
Pisaturo-Pelatowski, Tara	Grants Coord. IDEA and Mental Health	FT	\$65,000/yr	F UPSEU 69	IDEA 611 - Public & NP 22-24	6/12/23
Reese, Frank	Network Specialist (10 month to 12 month)	FT	\$19.00/hr	UPSEU 69	Title II/A	6/01/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended Academic Support (EAS) Summer School appointments:

<u>Name</u>		<u>Position</u>	<u>Location</u>
Beveridge	Gabrielle (external)	Elementary	Gilmartin
Doolan	Heidi	4 th grade	Carrington
Galiette	Thalia (external)	Teacher	TBD
Garafola	Denise (external)	Teacher	TBD
Gibson	Patrick	Hall Monitor	HS Summer @ WAMS
Irrera	Raymond	Acting Administrator	HS Summer @ WAMS
Matthews	Nora (external)	Teacher	TBD
McCue	Erin	2 nd grade	(correction)
Munoz	Victoria (external)	Teacher	TBD
Oulette	Katelynn	2 nd grade	Duggan
Poulter	Dennis	Math	NEMS
Rendon-Moreno	Miguel	Teacher	Reed
Rivera	Anna	Teacher	HS Summer @ WAMS
Thomas	Richard	Math	HS Summer @ WAMS

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended School Year (ESY) Summer School appointments:

<u>WTA Teachers</u>	<u>Paraprofessionals</u>	
Donahue, Rachel	Beamon, Jamar	Martinez, Sally
Cacho-Zuniga, Lurbin	Bermudez, Jarielitza	Mcintyre, Hannah
Hulteen, Lisa	Byrd, Shana	Quito-Guadalupe, Jennilee
Manforte, Cara	Jameson, Sheri	Sanchez, Gwendoline
	King, Linell	Stewart Blake, Tamalee
	Lajara, Anairis	Williams, Sade
	Lewis, Mi'nasia	Zafar, Ghazala
<u>Coordinator</u>	<u>WTA Support Staff</u>	<u>External Teacher</u>
Erdmann, Michael	Romano, Lisa	Zullo, Jennifer

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous Summer School Programs appointments:

<u>Name</u>	<u>Position</u>	<u>Location/Program</u>
Abuhamed, Hoda	Teacher	WMS Academic Academy
Bruno, Lenore	Teacher	WMS Academic Academy
Gilday, Michael	Teacher	WMS Academic Academy
Kumar, Usha	Lead Teacher	WMS Academic Academy
Miranda, Cynthia	Teacher	WMS Academic Academy
Shortt, Katia	Teacher	WMS Academic Academy
Rousseau, Jonas	SEL Teacher	WCA Summer Transition
Thomas, Martha	Classroom Assistant	RMS Summer Program
Fricks, Benjamin	English Teacher	KHS Summer Transition

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Summer Curriculum Committee appointments:

<u>Name</u>	<u>Position</u>
Velez, Crystal	Science Curriculum
Banks, Melissa	Social Studies Curriculum
Braun, Brooklyn	Social Studies Curriculum
Joyce, Angela	Social Studies Curriculum
McCarthy, Erica	Social Studies Curriculum
McCartin, Sarah	Social Studies Curriculum
Neal, Cameron	Social Studies Curriculum
O'Tootle, John	Social Studies Curriculum
Albert, Kristen	Library/Media Curriculum
Lin, Amanda	Library/Media Curriculum
Neff, Michele	Library/Media Curriculum
Jones, Michael	ELA Curriculum
Anna Minton, Anna	ELA Curriculum
Farley, Amanda	ELA Curriculum
Franks Blanchard, Lauren	ELA Curriculum
Labonte, Stephanie	ELA Curriculum
Ospalek, Patrick	ELA Curriculum
Quinones, Adriana	ELA Curriculum
Reynolds, Erin	ELA Curriculum
Rivera, Lucille	ELA Curriculum
Winstanley, Kristin	ELA Curriculum

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following voluntary teacher transfers effective 08/23/23:

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
Kontulis-Trentacosta	Krista	Driggs grade 5	DW Elementary STEM Coach

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.7

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following involuntary teacher transfers effective 08/23/23:

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
O'Brien	Kathleen	WSMS Spec. Ed – Scope	WSMS Spec. Ed Co-Taught Gr 7
Ring	Katherine	WSMS Spec. Ed – BDLC	WSMS Spec. Ed Scope
Santiago	Emanuel	WSMS Spec. Ed Co-Taught Gr 6	WSMS Spec. Ed – BDLC
Varecka	Irena	WSMS Spec. Ed – BDLC	WSMS Spec. Ed – Resource Gr 7

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.8

July 20, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Food Service Summer 2023 appointments:

<u>Employee</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Sherl Knight	Site Supervisor	Bags Foundation	\$15.56
Ciara Pedraza	Site Supervisor	Boys/Girls Club	\$17.24
Sylvia Lebron	Site Supervisor	Bucks Hill Annex	\$15.56
Marcelina Ramos	Site Supervisor	Carrington	\$15.56
Barbara Slogeris	Site Supervisor	Carrington	\$15.56
Carmen Gonzalez	Site Supervisor	Carrington	\$15.56
Kim Plude	Site Supervisor	Crosby/Wallace	\$15.56
Mayra Acuna	Site Supervisor	Crosby/Wallace	\$15.56
Hayat Abouanni	Site Supervisor	Crosby/Wallace	\$15.56
Elizabeth Guisto	Site Supervisor	Duggan	\$15.56
Terri Brooks	Site Supervisor	Duggan	\$15.56
Bibi Ganesh	Site Supervisor	Duggan	\$15.56
Diane Martone	Site Supervisor	Gilmartin	\$15.56
Marilin Smith-Pittman	Site Supervisor	Gilmartin	\$15.56
Monica Ramos	Site Supervisor	Gilmartin	\$15.56
Bernadette Donnelly	Site Supervisor	Kennedy	\$15.56
Dalyes Sagarra	Site Supervisor	Kennedy	\$15.56
Lubna Azam	Site Supervisor	Kennedy	\$15.56
Rose Sarandrea	Site Supervisor	Lighthouse Daycare	\$15.56
Agnelys Negron	Site Supervisor	Lion of Judah	\$15.56
Sue Lugo	Site Supervisor	Reed	\$15.56
Nola Santiago	Site Supervisor	Reed	\$15.56
Mandi Dreher	Site Supervisor	Reed	\$15.56
Ivelisse Conception	Site Supervisor	Rivera Memorial	\$15.56
Caroline Thorpe	Site Supervisor	Rotella Magnet School	\$15.56
Mamie Parker	Site Supervisor	Rotella Magnet School	\$15.56

Donna Synott-Hassinger	Site Supervisor	Waterbury Pal	\$15.56
Marcela Visciano	Site Supervisor	WCA	\$15.56
Maria Rivera	Site Supervisor	WCA	\$15.56
Rosa Quinonez	Site Supervisor	West Side M.S.	\$15.56
Agnes Colon	Site Supervisor	West Side M.S.	\$15.56
Anele Genova	Site Supervisor	Wilby/North End M.S.	\$17.24
Coleen Dutton	Site Supervisor	Wilby/North End M.S.	\$15.56
Paula Mucci	Site Supervisor	Wilby/North End M.S.	\$15.56
Marry Leopizzio	Site Supervisor	Wilby/North End M.S.	\$15.56
Yesenia Martorony	Site Supervisor	Willow Plaza	\$15.56
Seritha Anglin	Site Supervisor	WOW	\$15.56
Maria Rego	Monitor	WAMS	\$17.24
Patricia Lowe	Monitor	WAMS	\$17.24
Amy Daugerdas	Monitor	WAMS	\$17.24
Elaine Lepore	Monitor	WAMS	\$17.24
Linda Generali	Prep	WAMS	\$15.56
Terra Saunders	Prep	WAMS	\$15.56
Chasity Hernandez	Prep	WAMS	\$15.56
Alice Pinto	Prep	WAMS	\$15.56
Robin Capozio	Prep	WAMS	\$15.56
Tasha Curry	Prep	WAMS	\$15.56
Debbie Finke	Program Manager	WAMS	\$35.00
Isabel DeSousa	Program Coordinator	WAMS	\$30.00

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.9

July 20, 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>
Arroyo, Alyssa	CHS Biology	07/07/23
Arroyo, Richard	CHS/Principal on Special Assignment	07/18/23
Barkauskas, Brianna	CHS Guidance Counselor	07/11/23
Belvedere, Ralph	WAMS Music	06/22/23
Carpenter, Sarah	NEMS TVP/Grade 8 Science	08/18/23
Davino, Melissa	Bunker Hill K	08/04/23
Ey-D'Agostino, Lauren	Duggan Special Ed Co-taught K	06/15/23
Foote, Andre	Walsh Music	08/03/23
Lanza, Jessica	WAMS Grade 8 ELA	06/15/23
Malkin, Jenna	International Grade 2	06/15/23
Moniodes, Joanne	WAMS World Language-Spanish	07/14/23
Peralta, Jacqueline	Sprague Grade 3	07/17/23
Rayer, Pauline	Wilson Grade K	07/10/23
Thompson, Barbara	Reed Special Education	06/15/23
Wells, Traci	Enlightenment ELA	07/11/23
Williams, Yhane	Wilson School Counselor	06/15/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools