

# *Board of Education*

## RESCHEDULED REGULAR MEETING

Thursday, OCTOBER 12, 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/jF6lu7LI77M>.*

## **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 September 8, 2023 from Civil Service certifying Amy Daugerdas for the position of cafeteria Manager.
- b) Copy of revised communications dated September 11, 2023 from Civil Service certifying Chastity Hernandez, Diana Whitlock, and Leeana Rodriguez for the position of Cook.
- c) Email communication from John Theriault dated September 12, 2023 regarding Board President retirement.
- d) Email communication dated September 14, 2023 from Lucien Taylor regarding School Safety and Security Task Force.
- e) Copy of communications dated September 18, 2023 from Civil Service certifying Elaine Greco, Mildred Johnson, Lisa Lavertue, and Lyz Rosas Rodriguez for the position of Food Service Helper.
- f) Email communication dated September 19, 2023 from CABE regarding Policy Highlights.
- g) Copy of communication dated September 18, 2023 from Civil Service certifying Syreeta Aidoo for the position of School Secretary.
- h) Copy of communication dated September 19, 2023 from Civil Service to Evelyn Almodovar regarding acceptance of the position of Office Aide.
- i) Copy of communication dated September 18, 2023 from Civil Service to Leon Lawrence regarding temporary and at will employment of Temporary Maintainer I.
- j) Copy of communications dated September 19, 2023 from Civil Service to Dawn Williams, Michelle Rosa Marrero, and Debra Jenkins regarding acceptance of the position of Food Service Worker.
- k) Copy of communications dated September 19, 2023 from Civil Service certifying Christian Santiago, Jacarl Foy, Oneil Wedderburn, Waldemar Hernandez, and Todd Enamait for the position of Maintainer I.
- l) Copy of communication dated September 20, 2023 from Civil Service certifying Lauren Davino for the position of Food Service Helper.
- m) Copy of communication from Civil Service to Chaileen Rodriguez Perez regarding her voluntary demotion to Food Service Worker.
- n) Communication from CABE dated September 20, 2023 regarding the Board's submittal of a resolution proposal.

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

### **6. Superintendent's Announcements**

### **7. President's Comments**

## **8. Student Representative Comments**

## **9. Consent Calendar**

- 9.1 *Committee of the Whole:* Board of Education's 2024 Meeting Schedule.
- 9.2 *Committee on Finance:* Request approval of Amendment One (1) to the Professional Services Agreement with Student Success Agency for One-to-One Digital Counseling Mentorship.
- 9.3 *Committee on Finance:* Request approval of a Services Agreement with Pagefreezer Software, Inc. for social media archiving.
- 9.4 *Committee on Finance:* Request permission to apply for the CSDE "CT Stronger Connections Grant".
- 9.5 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Capitol Region Education Council (CREC) to provide special education programs for students.
- 9.6 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with The Connecticut Institute for the Blind d/b/a Oak Hill to provide special education programs for students.
- 9.7 *Committee on Finance:* Request approval of Amendment Five (5) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum.
- 9.8 *Committee on Finance:* Request approval of a Memorandum of Understanding with New Opportunities, Inc. for New Opportunities Foster Grandparents Program.
- 9.9 *Committee on Finance:* Request approval of a Professional Services Agreement with Friar Architecture (RFP #7211) for architectural and engineering design services for elevator additions at Driggs, Generali, Tinker, and Wilson Schools.
- 9.10 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.11 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

## **10. Items removed from Consent Calendar**

## **11. Committee of the Whole – Vice President Hernandez**

- 11.1 Request approval of the UPSEU Local 424/Unit 69 Labor Agreement.



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

- 12.1 Request approval of a Construction Contract with PL Window Service Inc. for exterior door replacement at eight schools.
- 12.2 Request approval of a Construction Contract with Stamford Wrecking Company (RFP #7423) for Tank Removal Project at International School.
- 12.3 Request approval of a Construction Contract with Action Air Systems, Incorporation for HVAC replacement at Wilby High School and North End Middle School.

## **13. Superintendent's Notification to the Board**

### **13.1 Athletic appointments:**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Arisian, Mike	Head Swimming Coach	WSMS	11/13/23
Doms, Gregory	Soccer Coach	NEMS	10/04/23
Garcia, Juan	Head Soccer Coach	WHS	08/24/23
Hibbert, Alethia	Assistant Girls Swimming Coach	KHS	09/26/23
Katrenya, Wesley	Lead Unified Sports Coach	NEMS	09/25/23
Romaniello, Megan	Assistant Softball Coach	WCA	03/16/24

### **13.2 Grant funded appointments:**

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bautista, Fabrina	Grants Specialist – Comp. Grants	FT	\$25/hr	F UPSEU 69	Title II/A D 23-25	09/28/23
Beers, Rose	SPPT Program Coordinator	PT	\$38/hr	NONBOE	ARP ESSER SPPT 22-24	09/21/23
Brown, Aisha (rehire)	Behavior Counselor	FT	\$25/hr	F UPSEU 69	SIG 7 CHS 23-25	09/21/23
Bustamante-Murillo, Lady	Tutor Sprague	PT	\$25/hr	NONBOE	Title I/ A 23-25	10/05/23
Cavanaugh, Karen	Tutor Carrington	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Davino, Melissa	Tutor Bunker Hill	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Farrington, Gina	Tutor - Chase	PT	\$25/hr	NONBOE	Title I/A 23-25	09/18/23
Foti, Lisa	Tutor Yeshiva KTana	PT	\$34/hr	NONBOE	Title I/A 21-23	09/14/23
Freilich, Avigail	Tutor Bais Yaakov	PT	\$25/hr	NONBOE	Title I/A 22-24	10/05/23
Gay, Tifani	College & Career Coord. - Wilby	FT	\$25/hr	F UPSEU 69	ESSER II 21-23	09/21/23
Goldblatt, Daniel	Tutor Yeshiva KTana	PT	\$25/hr	NONBOE	Title I/A 22-24	10/05/23
Huyghue, Luz (job change)	Classroom Assis. Sprague	FT	\$21.47/hr	UPSEU 68	SR Prior. 23-24	10/05/23

Kaczmarczyk, Dagmara	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Mead, Bryanna	Parent Liaison Kingsbury	FT	\$15.88/hr	UPSEU69	Title I/A 22-24	09/28/23
Padilla, Maureen	Crossing Guard Reed	PT	\$15/hr	SCD	General Fund	09/14/23
Parker, Grace	Tutor Rotella	PT	\$25/hr	NONBOE	Rotella 23-24	09/21/23
Perez, Juan	Accountant 2	FT	\$24/hr	UPSEU 69	IDEA P/NP 22-24	09/21/23
Peschal, MaryAnn	Tutor West Side MS	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Rivera, Ginairee	Classroom Assist. Gilmartin	FT	\$15.41/hr	UPSEU 68	SR Prior. 23-24	09/18/23
Salvador, Mary	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Saslow, Devorah	Tutor Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	09/14/23
Zukauskas, Leah	Classroom Assist. Maloney	FT	\$21.47/hr	UPSEU 68	Maloney 23-24	09/28/23

13.3 We are Wallace Advisors and Wallace MTSS Team Member appointments:

<u>We Are Wallace Advisors</u>	<u>MTSS Team Members</u>
Paula Caldarone	Erich Hasemann
Dana Jannetty	Susan Burgess
Kathryn Mucciacciaro	
Katherine Bunko	
Melissa Desjardins	
Aaron Thayer	
Stacey Quinlan	
Melissa Banks	

13.4 CSDE Before and After School Program Appointments:

Digsby, Eileen – Assistant-Sub, Walsh School.

13.5 Rotella After School Program (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Jessica Bouteiller	Carla Cruess/Academic
Jennifer DeJesus	Robin Henry/Enrichment
Cheryl Faber	Dana Wallace/Sub
Rebecca Hanlon	Angela Heidgerd/Sub
Stephanie Heckman	
Lyndsy Ignacio	<u>AV Tech</u>
Mary Monroe	Antonio Coles
Krista Zaccagnini	
	<u>Clerical</u>
<u>Teacher Subs</u>	Shonda Wiggins
Dawn Biolo	
Julia Matthews	<u>Paras</u>
Monica Santovasi	Rebecca James
Jeanne Stevens	Greta Monteiro

### 13.6 Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Duggan	Aidoo	Syreeta	Secretary
International	Cruz	Maria	Teacher
	DeLaCruz	Yaritza	Assistant
	Delgado	Christina	Secretary
	Diodonet	Yamailys	Teacher/Sub
	Garica	Nilsa	Teacher
	Vilorio	Mindris	Assistant
	Rock	Stefanie	Teacher
	Tomasella	Diurca	Administrator
Walsh	Bilbrough	Allyson	Lead Teacher
	Courtney	Pierresaint	Admin. Sub
	Karen	Egan	Secretary
	Marissa	Jamele	Sub. Teacher
	Maureen	Wilson	Admin. Sub
	Patricia	Justs	Teacher
Washington	Albanese	Thomas	Sub Teacher
	Benzinger	Nicole	Teacher
	Boccichio	Judith	Para
	Cocchiola	Kaitlyn	Para
	Corbo	Cherie	Teacher
	Dematteis	Jennifer	Teacher
	Doyle	Kiley	Teacher
	Fitzgerald	Kris	Secretary
	Marin	Irma	Sub Teacher
	Ramirez	Inez	Administrator
	Williams	Athena	Para Sub
	Zafar	Ghazala	Para Sub

### 13.7 New teacher hires:

<u>Last</u>	<u>First</u>	<u>Position</u>	<u>School</u>	<u>Start Date</u>
Albanese	Ellen	Elementary School Teacher	Kingsbury	8/23/23
Anello	Gabrielle	Elementary School Teacher	Reed	8/23/23
Berisha	Karen	Elementary School Teacher	Wilson	8/23/23
Bruce	Jamel	Special Education	Wilby	8/23/23
Bruch	Franklyn	Reading/English Lang. Arts	Enlightenment	9/07/23
Casceillo	Jennifer	Social Studies	NEMS	10/10/23
Castellone	Tyler	Math	WMS	9/05/23
Dauti	Djellza	Elementary School Teacher	Reed	9/11/23
DeCicco	Elizabeth	Reading/English Lang. Arts	WAMS	8/23/23
Delk	Erika	Elementary School Teacher	Rotella	9/11/23
Geffken	Melissa	Math	WMS	9/11/23
Gilberto	Aaron	School Counselor	Wendell Cross	9/11/23
Gouveia	Taylor	Elementary School Teacher	WMS	8/28/23
Hartery	Kevin	PE/Health	Wilby	9/11/23
Hyland	Melissa	Reading/English Lang. Arts	NEMS	9/05/23
Infante	Sonia	World Languages	WSMS	8/23/23
Keane	Brandon	Social Studies	Reed	8/23/23

Kolukisa	Susan	Early Childhood	Washington	8/23/23
Marchak	Nancy	Early Childhood	Generali	8/23/23
Marchetti	Michele	Special Education	WSMS	8/23/23
Marcus	Wayne	Elementary School Teacher	Wilson	8/23/23
Nano	Denisa	Elementary School Teacher	Bunker Hill	9/14/23
Napp	Matthew	Reading/English Lang. Arts	Carrington	8/23/23
O'Connor	Timothy	Elementary School Teacher	WMS	8/23/23
Parker	William	Fine Arts	Sprague	9/14/23
Parks	Eric	Elementary School Teacher	State Street	9/25/23
Phelan	Andrew	Science	Wilby	8/23/23
Potts	Tawnesha	Special Education	State Street	8/23/23
Qosja	Blerina	Bilingual	Regan	8/23/23
Santovasi	Korin	Elementary School Teacher	Washington	8/23/23
Sargis	Kristen	Elementary School Teacher	Walsh	8/23/23
Sullo	Danielle	Library Media	Tinker	10/2/23
Texidor	Julio	Bilingual	Hopeville	8/23/23
Thomas	Richard	Math	WAMS	8/24/23
Verderame	Kayla	Other	NEMS	8/24/23
Waldron	John	Elementary School Teacher	Duggan	9/07/23
Walters	Garnet	Fine Arts	Bunker Hill	8/23/23

### 13.8 Resignations

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Anello, Gabrielle	Reed/Grade 3	09/25/23
Feliz, Ashley	NEMS/Grade 8 Social Studies	10/05/23
Pecukonis, Lori	WHS/Special Education	10/06/23
Rehmer, Sofia	WHS/Business	10/11/23
Silva, Heather	RMS/Grade 5	11/03/23
Vollero, Salvatore	CHS/Vice Principal	10/18/23

**14. Continued Discussion ~** School Safety and Security Task Force Report.

**15. Executive Session** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

**16. Adjournment**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #9.1

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the 2024 Board of Education Meeting Schedule.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.2

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Student Success Agency for One-to-One Digital Counseling Mentorship, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.3

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Services Agreement with Pagefreezer Software, Inc., for a three-year period, for social media archiving, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.4

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education "CT Stronger Connections Grant".



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.5

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Capitol Region Education Council (CREC) to provide special education programs for students, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.6

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with The Connecticut Institute for the Blind d/b/a Oak Hill to provide special education programs for students, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.7

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Five (5) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.8

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Understanding with New Opportunities, Inc. for New Opportunities Foster Grandparents Program subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.9

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Friar Architecture (RFP #7211) for architectural and engineering design services for elevator additions at Driggs, Generali, Tinker, and Wilson Schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

October 12, 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
D. Belcher	NEMS Library: Wednesday, October 4, 2023, 7:45am – 3:00pm (Professional Development Special Education)
N. Toucet	Kennedy café: Wednesday, October 4, 2023, 8:00am – 3:00pm (Professional Development)
R. Delaney	Rotella community room: Wednesday, October 4, 2023, 8:00am – 3:00pm (District support training)
J. Miller	Sprague gym: Wednesday, October 4, 2023, 8:00am – 12:30pm (CPR/First Aid Training) Wallace Media Center: Wednesday, October 4, 2023, 8:00am – 3:00pm (IEP Training) Wallace Media Center: Wednesday, November 1, 2023, 8:00am – 3:00pm (IEP Training)
K. DiVergilio	WAMS conference room: Wednesday, October 4, 2023, 7:45am – 1:00pm (Professional Development for School Psychologists)
S. Molina	Crosby rooms 305E & 306E: Wednesdays, October 4 and November 1, 2023 8:00am – 3:00pm (Professional Development – World Language)
M. Rocco	Wendell Cross gym: Thursday, October 12, 2023, 5:00pm – 8:30pm (Hispanic Heritage Family Event)
K. Yamashita-Iverson	Maloney café: Thursday, November 2, 2023, 5:00pm – 7:30pm (Second Annual ONIGIRI Night for students & family)
A. Jorge	Wallace Media Center.: January 8, February 5, April 8, 2023, 3:00pm – 5:30pm (Multilingual learners Education Dept. staff meetings)
L. Franks-Blanchard	Wilby Media Center: Friday, October 13, 2023, 8:00am – 1:00pm (Blood Drive)
S. Carpentieri	Sprague gym: Friday, October 6, 2023, 5:30pm – 8:00pm (PTO Family Movie Night)
M. Pogodzienski	WSMS Media Center: Friday, November 3, 2023, 3:30pm – 6:00pm (First Aid & CPR training for after school teaching & administrative staff)
Y. Demirali	Sprague gym: Friday, October 13, 2023, 5:00pm – 7:00pm (Family Cultural Night)
*J. Paguay	Wallace café: Thurs., Oct. 12 <sup>th</sup> 2:45 – 4:00 pm (Hispanic Heritage Potluck event)
*L. Martin	Rotella outside grounds: Fri., Oct. 27 <sup>th</sup> 4:00 – 7:00 pm Trunk or Treat) Rotella community rm.: Thurs., Dec. 7 <sup>th</sup> to Fri., Dec. 15 <sup>th</sup> (holiday shopping)
*M. Bergin	Rotella community rm.: Wed., Nov. 1 <sup>st</sup> 8:00am – 3:00pm (Preschool Prof. Dev.)

Trunk

SCHOOL PERSONNEL USE ONLY

DATE: 10/3/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Martin

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

outside grounds

DATES REQUESTED: October 27, 2023 (rain date - Nov. 3, 2023)

FROM: 4:00 am/pm

TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Trunk or Treat

Lauren Martin  
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.

SCHOOL PERSONNEL USE ONLY

DATE: Oct 3, 2023

TO: SCHOOL BUSINESS OFFICE

FROM:

Lauren Martin

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

NAME OF SCHOOL REQUESTED:

Rotella

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

Community Room

DATES REQUESTED:

Dec. 7, 2023 - Dec. 15, 2023

FROM: all day am/pm

TO: all day am/pm

FOR THE FOLLOWING PURPOSES:

Community Room - Holiday Shopping  
Room must be kept locked.

Lauren Martin  
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.



hook

## SCHOOL PERSONNEL USE ONLY

DATE: August 22, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Rotella School

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms  
☐ Computer Room    Community ✓    Art Room ✓

DATES REQUESTED: November 1,, 2023

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:



Preschool Professional Development



Hook up for computer; screen

Maureen Bergin  
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 OF THE WHOLE**

Item #11.1

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the UPSEU Local 424/Unit 69 - Administrative Support Staff Collective Bargaining Agreement (CBA) for the period of June 30, 2022 through June 30, 2026.

**OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY  
MEMORANDUM**

**To:** Board of Education  
**From:** Attorney Emily Cadman  
**Date:** October 10, 2023  
**Re:** Executive Summary of 2022-2026 UPSEU Local 424 - Unit 69  
(Administrative Support Staff) Collective Bargaining Agreement

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Enclosed please find a proposed successor Collective Bargaining Agreement (“contract”) between the UPSEU Local 424 - Unit 69 (Administrative Support Staff) and the Waterbury Board of Education, which was negotiated pursuant to Connecticut General Statutes Section 7-467, *et seq.* (the “Municipal Employee Relations Act”). This memorandum represents a summary of the changes to the parties’ contract as a result of a tentative agreement reached by the parties. The Union voted to ratify the tentative agreement on September 13, 2023.

**Duration:**

**Article XXII**

July 1, 2022 – June 30, 2026

**Wages:**

**Article XIII**

2022-23 (Year 1): 3.0% General Wage Increase for all employees

- Projected cost of Year 1 = \$77,220.55

2023-24 (Year 2): 2.5% General Wage Increase for all employees

- Projected cost of Year 2 = \$66,280.97

2024-25 (Year 3): 2.25% General Wage Increase for all employees

- Projected cost of Year 3 = \$61,144.20

2025-26 (Year 4): 2.25% General Wage Increase for all employees

- Projected cost of Year 4 = \$62,519.94

- **Section 2b:** Increases base salary for network technicians making less than \$23.00 hourly as of June 30, 2022 by \$2.00/hr.
- **Section 2c:** Increases base salary for parent liaisons making less than \$19.00 hourly as of June 30, 2022 to \$19.00/hour.

### **Insurance:**

### **Article XVII**

#### **2022-23 (Year 1):**

- Employee Premium Cost Share remains at 21%

#### **2023-24 (Year 2):**

- Employee Premium Cost Share remains at 21%

#### **2024-25 (Year 3):**

- Employee Premium Cost Share increases to 22%

#### **2025-26 (Year 4):**

- Employee Premium Cost Share increases to 23%

### **Other Contract Changes:**

- **Article III, Section 4:** Adds additional types of information to be provided to the Union regarding new hires to include job title, worksite location, hire date, work phone number, work email, and rate of pay.
- **Article IV:**
  - **Section 1:** Increases the workday of parent liaisons from 6 hours to 7 hours.
  - **Section 2:** Adds language requiring the Board to provide written notice to employees who are transferred.
- **Article V:**
  - **Section 2:** Modifies the timing of when the Board is to provide a list of employee hire dates and seniority status to the Union.
  - **Section 4:** Adds language to clarify that order of employee layoffs and recalls are dictated by seniority.

- **Section 5:** Changes layoff notice requirement from 14 days in advance to 30 days in advance.
- **Section 7:** Adds language providing that in the event of a layoff, an employee will be paid out for all accrued vacation and personal days, provided that he or she works during the notice period.
- **Article VII:**
  - **Section 4:** Adds language that an employee may take personal time to make up for lost hours due to inclement weather.
  - **Section 7:** Adds language prorating personal days for employees hired after July 1<sup>st</sup>.
  - **Section 11:** Modifies the timeframe for payout of vacation pay upon retirement or death from next pay period to within 30 days.
- **Article XIV, Section 3:** Adds language to life the insurance provision to clarify that any questions about coverage or payment shall be determined by the life insurance carrier.
- **Article XIX, Section 2b:** Makes new hires eligible to enroll in the City's 403b Plan or 457 Plan.
- **Article XX:** Creates an education incentive for employees through tuition reimbursement (up to \$400/course) for successful completion of college-level courses.
- **Article XXI, Section 3:** Added new language providing for the timely investigation and response related to unsafe working conditions reported.

# **COLLECTIVE BARGAINING AGREEMENT**

***By and Between***

**Waterbury Board of Education**

***and the***



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**WATERBURY BOE**

**ADMINISTRATIVE SUPPORT STAFF**

**Local 424 - Unit 69**

**July 1, 2022 through June 30, 2026**

# COLLECTIVE BARGAINING AGREEMENT

*BY AND BETWEEN*

WATERBURY BOARD OF EDUCATION

*AND THE*

UNITED PUBLIC SERVICE EMPLOYEES UNION  
Waterbury BOE Administrative Support Staff  
Local 424 -Unit 69

July 1, 2022 through June 30, 2026

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## **ARTICLE I RECOGNITION**

**Section 1.** The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the employees, whose positions are enumerated in Appendix A attached to this Agreement and made a part hereof, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment as certified by the C.S.B.L.R. in Case No. ME-30.7S7, Dec. No. 4714.

**Section 2. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meaning:

- a. "Board" shall mean the Board of Education, City of Waterbury;
- b. "Employee" or "Employees" shall mean those personnel who are members of the bargaining unit certified by the C.S.B.L.R., and who occupy the positions described in the Certificate of Representative, dated November 17, 1971, issued by the Connecticut State Board of Labor Relations in Case No. ME-2193, Decision No. 1026. The parties hereto agreed that the positions covered by this Agreement and encompassed within the bargaining unit are the positions enumerated in Appendix A. Subject to the provisions of Article II, Section 2 hereof, the parties further agree that the term "employee" or "employees" covers only the positions described in Section 1 and the terms does not include Supervisors or any other personnel employed by the Board of Education.
- c. The term "in pay status" as used in this Agreement shall be defined to embrace the following situation: an employee is receiving compensation (e.g., workers' compensation or vacation pay or paid sick leave or other paid leave) from the Board;
- d. The word "parties" shall be defined to mean, unless the contract clearly indicates otherwise, the Board and the Union;
- e. The term "school year" shall mean, unless the contract clearly indicates otherwise, the period from July 1 of a given year through June 30 of the next succeeding year.

## **ARTICLE II MANAGEMENT RIGHTS CLAUSE**

**Section 1.** The parties agree and recognize that the employees covered by this Agreement are employed by the Board in the Office of Educational Grants in connection with educational programs enumerated in the Preamble hereof, which programs are entirely funded and paid for (at least as to the wages and/or economic benefits of the employees herein) by the federal and/or state governments under such educational legislation as the Federal Elementary and Secondary Education Act and the State of Connecticut Act for Disadvantaged Children. The parties recognize that these programs are funded on a year-to-year basis only and in the event that either the Congress, the Department of Health, Education and Welfare, and/or the Connecticut Legislature or Connecticut State Department of Education withdraw funding for any and/or all of the said programs which the employees herein assist in administering and implementing, or change the

standards in terms of educational objectives or budgetary allocations or priorities, then the Board will no longer be able to continue these programs and retain the employees herein in the employ of the Board.

The parties further recognize that the decision to continue any given educational program, quite independent of the availability of funding for the program, is in the sole discretion of the Board. In the event that the Board decides to revise or realign its educational priorities and terminate any or all programs, then the employees hereunder will not be required to be retained by the Board and the Board may terminate their services. However, the Board agrees that it will not utilize a simple name change of a program or of a job title describing the employees hereunder as a device to terminate the services of an employee covered hereunder or to deprive an employee hereunder of any of the benefits of this Agreement; that is if the substantive educational objective and framework of a given program is continued by the Board during the life of this Agreement, then the Board agrees that it will not assert that a mere change in name of a program or of a job title of the employees herein (without a substantive change in the program or a substantive change in the job requirements of the position) is a basis for any claim by the Board that it is not bound by the terms of this Agreement or that the employees are not entitled to the benefits of this Agreement. Otherwise, the Board shall have the exclusive right to determine whether it wishes to continue or terminate any given program.

The parties further recognize that the obligation of the Board to fulfill any provisions of this Agreement is expressly limited to, and expressly contingent upon, the receipt of the federal state grants which are the sole source of economic benefits of this Agreement.

**Section 2.** Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

a. the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The City shall bargain over the impact, if any, of the Board's decision;

b. the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;

c. the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as required by this Agreement;

d. the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;

- e. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- f. the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;
- g. the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- h. the right to discontinue services, positions, operations or programs in whole or in part and;
- i. the right to transfer or subcontract, in whole or in party, work performed by the bargaining unit if, in the sole judgment of the Board, it can be done more economically, effectively or expeditiously as a result of such action.

### **ARTICLE III**

#### **UNION RIGHTS/DUES CHECKOFF**

**Section 1.** All employees covered by this Agreement who have submitted a Union membership application shall pay dues to the Union.

The Union agrees to defend and hold the Board harmless as the result of any claim by an employee arising from the provisions of this section.

**Section 2.** The Board agrees to make arrangements with the Payroll Department of the City of Waterbury to deduct from the paycheck of each Union member, a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union, which sum is specified to be Union dues.

**Section 3.** These deductions will be made bi-weekly on the same payday of each month, as specified by the Board and the Grants Payroll Office of the Board and agreed to by the Union, during the ten-month period from September of a given calendar year through June of the next succeeding calendar year in an amount which represents 1/10<sup>th</sup> of the annual union dues; that is, each monthly deduction shall be an amount which is the equivalent of one-tenth of the annual union dues. In the event that Agency Fee union deductions become permissible by State and/or Federal Law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by the Union. The parties further agree that such Agency Fee union deductions shall be remitted to the Union either weekly, bi-weekly or on a monthly basis.

**Section 4.** The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) school days the following information as it relates to new hires: 1) first and last name; 2) job title; 3) worksite location; 4) hire date; 5) available contact information to include work phone number and work email; and 6) rate of pay.

**Section 5.** The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

**Section 6.** There shall be no discrimination, coercion, intimidation, interference or restraint by the Board or any of its agents against any employee because of membership in the Union or participation in Union activity.

#### **ARTICLE IV HOURS OF WORK, WORK ASSIGNMENTS, HIRINGS, DISCHARGE AND PROBATION**

**Section 1.** The employees covered by this Agreement are 10-month and 12-month employees. The work year for 10-month employees shall be the school year. The Board, in its sole discretion, may schedule up to five (5) additional work days immediately before the beginning of the work year and up to five (5) additional work days immediately after the end of the work year. Subject to the right of the Board to alter the hours of work for bona fide reasons geared to the needs of the educational programs, the hours of work for all 10-month and 12-month employees, including parent liaisons\*, shall be seven (7) hours per day based upon a normal Monday through Friday, five-day work week. The Board shall have the right and authority to change work year, work week, or daily work hours, including starting and stopping times.

\*Parent liaison work schedules shall increase from six (6) hours to seven (7) hours per day on the first day of the first full pay period following the effective date of this Agreement.

**Section 2.** The right and authority to hire employees, to transfer and/or assign employees to the Office of Educational Grants itself or to one of the offices of anyone of the program sites (e.g., the Wilson Early Childhood Center), to make work schedules, including starting and stopping hours, to change the work year, work week, or daily work hours, and to make work assignments is vested exclusively in the Board, the Superintendent of Schools or his/her designees. In the event of a transfer, the Board shall provide written notice to the Union and the affected employee.

**Section 3.** In all cases of determining an employee's qualifications for a job assignment within any of the programs, the final judgment rests with the Board and/or Superintendent of Schools or designee. Any employee deemed unqualified shall be entitled to hear from the Superintendent of Schools or his/her designees, with or without the presence of his/her steward as he/she may desire, the reasons why he/she has been adjudged unqualified.

**Section 4.** In an effort to fairly distribute overtime opportunities among employees within the same classification and the same office, the Board agrees to offer overtime opportunities to eligible employees on a rotating basis based on seniority. An employee will be eligible for an

overtime opportunity if the employee has indicated an availability to work overtime, is working on the work day the need for overtime arises, and is qualified to perform the overtime work. A qualified employee is one who has the requisite experience and training to perform the work. The Board is not obligated to provide any training to employees to enable employees to perform work associated with overtime opportunities. The Board's decision as to whether an employee is qualified to perform the overtime work is not subject to the grievance procedure.

**Section 5.** An employee shall be compensated at the overtime rate of one and one-half (1½) times his/her hourly rate of pay for all hours worked above forty hours in a work week.

## **ARTICLE V SENIORITY**

**Section 1.** Seniority will be defined as an employee's total length of service since his/her most recent date of hire with the Board of Education in a bargaining unit for which UPSEU Local 424 is recognized as the bargaining representative. In the event a 10-month employee is hired into a 12-month position, the employee's past seniority shall be pro-rated for purposes of calculating seniority in the 12-month position (i.e., each year of service as a 10-month employee shall equal 10/12 of a year of service for purposes of the 12-month position).

**Section 2.** The Board shall provide annually a list of employees, showing their most recent dates of employment, and their seniority to the union on or before October 1<sup>st</sup> and July 1<sup>st</sup> of each contract year.

**Section 3.** For the purpose of layoff, seniority shall be defined as an employee's total length of service in the classification within the bargaining unit. In the event of layoff, those employees with the least seniority in each classification (e.g., Secretary I, II, etc.) shall be laid off first provided the more senior employees have the ability to perform the required work. Employees shall have the right to bump less senior employees in previously held lower classifications provided they are qualified and immediately capable of performing the required work, as determined by the Board.

**Section 4.** Laid-off employees shall have recall rights for two (2) complete years from their date of lay-off, or for a period equal to their length of seniority, whichever period is shorter. Recall shall be in order of seniority, in that the most senior person on layoff status shall be recalled first.

a. No new employee(s) shall be hired into a classification while employee(s) are on lay-off with recall rights to the same classification.

**Section 5.** The BOE shall give the Union and any affected employee written notice of layoff, at least thirty (30) days prior to the proposed effective date of the layoff. Such notice shall state the reason for such action and shall delineate the names of affected employees and number of positions the City proposes to eliminate.

**Section 6.** Any job or position openings in the bargaining unit shall be posted for a period of five (5) working days. Employees interested in bidding for the job openings will notify The

Office of Educational Grants in writing prior to the expiration of the five (5) days.

a. In determining the granting of a request for assignment to job or position openings, the Superintendent or his/her designee shall consider the following:

1. The qualifications of the employee.
2. Seniority.
3. Experience in the building.
4. The needs and educational interests of the School District.

**Section 7.** In the event of a layoff, any affected employee shall be paid for all accrued vacation and personal days provided that he or she worked all scheduled days during the notice period.

**Section 8.** The Board will notify 10-month employees of summer work opportunities whenever practicable. The decision to hire an employee for a summer work opportunity shall be in the sole discretion of the Board.

**Section 9.** In all transfers, all employees shall be paid the appropriate rate of pay in the bargaining unit he/she is transferred to in accordance with his/her seniority with the Board of Education.

**Section 10.** Provisions of Article V shall not be construed to be in conflict with the Federal/State grant requirements. The employer and the Union will meet to attempt to resolve conflicts, should they arise.

**Section 11.** When an employee, who was previously eligible for benefits, transfers from another bargaining unit not represented by the United Public Service Employees Union to this bargaining unit, with no break in service, then he/she brings with him/her the years of service credit for vacation and longevity time and sick bank. This credited service does not count towards layoff, seniority, or bumping rights.

**Section 12.** Any employee hired for a position covered by this Agreement shall work a probationary period of six (6) months. During this probationary period, a new employee will have no seniority entitlement (which seniority entitlement is prescribed in Article V hereof) and shall have no right or recourse to the Grievance Procedure, prescribed in Article VIII hereof. Such employee, upon successful completion of the said probationary period, shall acquire seniority back to his/her original date of hire. The Board may extend the probationary period up to the amount of lost time during the first six (6) months. The Board may unilaterally extend an employee's probation for up to an additional three (3) months at its sole discretion.

## **ARTICLE VI JOB SECURITY**

Subject to Civil Service Rules and Regulations, incumbent employees within the bargaining unit shall be retained with full seniority and other rights and benefits under the Agreement, should the City of Waterbury assume administration of the Office of Educational Grants and other programs under its jurisdiction. The City shall retain all the rights and privileges set forth in this Agreement, including management rights.

At any time during the term of this Agreement, the City shall have the right, pursuant to applicable law, to require that the Civil Service Commission administer the hiring and promotion of bargaining unit positions. The Board shall have the obligation to bargain with the Union over the impact of such decision as required by applicable law.

## **ARTICLE VII LEAVE PROVISIONS**

**Section 1.** For the purposes of this Article, sick leave is defined as absence from work because of non-service connected illness or injury or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof. Loss of time from work occasioned, or necessitated, by maternity disability shall be considered to be a sick leave as defined herein.

**Section 2.** Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the Board and shall carry forward unused sick leave accumulated. The sick leave eligibility shall be one and one-quarter (1/4) days per month for each month of the school year that the employee is in pay status. The said unused sick leave carried forward to this Agreement together with the sick leave eligibility accrued in accordance with the formula prescribed herein shall be limited to 100 days.

The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time to time. The accrual unit may be calculated each year based on the number of scheduled school days.

In the event that an employee suffers a prolonged and serious physical illness or injury and has used all of his sick leave and personal leave, employees may donate up to ten (10) sick days each per school year. The total number of sick days donated to an employee may not exceed sixty (60) sick days over the course of his employment. Donated sick days may not be used during the first twenty (20) work days of an absence.

**Section 3.** An acceptable medical certificate signed by a licensed physician may be required of an employee by the Human Capital Office to substantiate a request for sick leave for the following reasons:

- a. Any period of absence consisting of more than three (3) consecutive work days;

b. To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article XVI, hereof);

c. Any absence from work if previous absences from work occur frequently, habitually, or abusively (e.g., absences occurring immediately before or after weekends, holidays, and other time off) provided that prior to the absence, the employee has been warned in writing, or notified, by his/her department head, that such certification will be required.

**Section 4.** In the event of a snow day or other scheduled school day when school is called off, 12-month employees may take a vacation or personal day. 10-month employees may take a personal day for any snow day. "Snow days" are defined as days when schools are closed due to severe snow conditions.

When the Waterbury public schools are delayed or dismissed early due to severe snow conditions, 12-month employees may adjust their work schedule according to the delayed starting time or the early dismissal time and charge any lost work time against accumulated vacation or personal time.

Ten-month employees are expected to work their regularly scheduled work hours at all times. In the event a 10-month employee is unable to work his regularly scheduled work hours due to inclement weather, the employee may work beyond the end of his regular work day or may use personal time to make up for hours lost. The Board, in its sole discretion, may release a 10-month employee from work with pay due to inclement weather. The Board's decision to release or not release a 10-month employee with or without pay shall not be subject to the grievance procedure.

**Section 5.** In each instance encountered, each employee shall be granted leave of up to 3 working days without loss of pay in the event of a death in his/her immediate family. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, sister, brother, step-parents, step-children, brother-in-law, sister-in-law, or any foster parent/child or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of Funeral Leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

The employee must notify the Board as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the Board all pertinent information as requested on the Funeral Leave Forms provided by the Board.



**Section 6.** An employee may be granted a leave of absence without pay by the Board (e.g., maternity leave) in accordance with the Family Medical Leave Act, 29 USC Section 2612 as amended and the City's policy, in effect on July 1, 2014.

**Section 7.** Each employee who was an employee on July 1 of the pertinent school year shall be granted four (4) personal days, as a day off with pay, within the school year subject to the demands of service as determined by the Superintendent of Schools or his/her designee, provided the employee is an employee (as defined in this Agreement) on the date of the personal day and provided, further, that he/she has satisfactorily completed his/her probationary period as a new employee. Employees hired after July 1 shall have personal days prorated according to the following schedule, which is subject to the satisfactory completion of the employee's probationary period; employees hired on or before November 1 of any given school year shall be granted two (2) personal days. Unused personal days may not be carried over to the following year. Except in an emergency situation, a request for the personal day shall be made by the employee to the Superintendent of Schools or his/her designee at least one week prior to the date of the requested personal day.

**Section 8.** In the event of retirement (as retirement is hereinafter defined) or death, an employee, or the employee's estate, shall receive, as terminal pay, his/her then accumulated sick leave valued at the applicable rates in use at the time of death or retirement. For the purpose of this Section, an employee will be deemed to have retired if he resigns from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or fifteen (15) years of service and sixty-five (65) years of age. Neither an employee terminated for cause nor an employee hired or rehired after April 9, 2003 shall be entitled to this benefit.

**Section 9.** If a member of the unit is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis and mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her accumulative sick leave.

**Section 10(a).** Jury Duty. An employee who is summoned and reports for jury duty (examination as a prospective juror and/or actual service as a juror) as prescribed by applicable law shall be paid a jury duty pay, an amount equal to the length of his/her necessary absence from work during his/her normal work day hours multiplied by his/her regular straight time hourly rate of pay for a maximum of seven (7) hours in any day, less any statutory juror fees received by the employee.

**Section 10(b).** In order to be eligible for jury duty pay prescribed by Section 9(a) hereof, an employee:

- a. must have been scheduled to work on that day;
- b. must immediately notify the Superintendent of Schools or his/her designee after receipt of notice of report to jury duty;
- c. must have reported for work on any day during the period of jury duty when he/she was not necessarily absent from work on account of jury duty;

d. must furnish a certificate of jury service showing the time of reporting and the time of dismissal on each day for which jury duty is claimed and the amount of all statutory juror fees received by him/her.

**Section 10(c).** The provisions of Section 10 (a) and (b) hereof shall not apply in cases of any jury duty on a Saturday or Sunday or any day that the employee is not regularly scheduled to perform work because of a school recess or otherwise.

**Section 11.** When an employee's services terminate because of death or retirement, vacation pay shall be granted to such employee or to his/her estate in accordance with the vacation entitlement under this Agreement. The Board shall make such payment within thirty (30) days following the effective date of death or retirement. For purposes of this Section, an employee will be deemed to have retired if he resigned from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or, fifteen (15) years of service and sixty-five (65) years of age.

**Section 12.** Military Leave. The Board shall grant military leave pursuant to State and Federal law and shall be in compliance with the Uniformed Services Employment and Reemployment Rights Act.

**Section 13.** Work-Related Illness or Injury. An employee injured in the performance of and during the course of her/his employment with the Board, shall be paid benefits in accordance with the Connecticut Workers' Compensation Act.

If at any time during the period of an employee's injury leave or thereafter, the Board receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the Board may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard.

If eighteen (18) months from the date of the work-related illness or injury, the employee is unable to return to full duty, the Board may separate the employee from employment. The Union may appeal such decision subject to an arbitrary and capricious standard.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

**Section 1.** The most effective accomplishment of an employee's work for the Board requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the Board to address the grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after formal appeal and review.

**Section 2.** Any employee who has a complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or of a condition

affecting his/her health or safety, may process a grievance in accordance with the procedures specified herein and shall have the right to have Union representation present at any step in the grievance procedure if he/she so desires.

**Step 1:** An employee with the Union shall first present his/her grievance to the Superintendent of Schools or his/her designee within ten (10) days (excluding Winter and Spring Recess) of the occurrence giving rise to the grievance. The Superintendent of Schools or his/her designee shall make careful inquiry into the facts and circumstances of the complaint in an attempt to resolve the problem promptly and fairly. He shall give his answer to the employee, and the Union, in writing, within fifteen (15) working days from the time the grievance is submitted to him.

**Step 2:** The Union or Superintendent or his/her designee may, within fifteen (15) calendar days of the issuance of the decision of the Superintendent in Step ~1, request, in writing, with a copy of the request to be sent to the other party, the mediation services of the Connecticut State Board of Mediation and Arbitration.

**Step 3:** In the event mediation does not resolve the grievance, or has not been requested, either the Union or the Board may request in writing, with a copy of the request to the other party, that the Connecticut State Board of Mediation and Arbitration provide arbitration service. However, the Board or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same; to either the American Arbitration Association or the Alternative Dispute Resolution Center. The original written request for arbitration service must be made within ten (10) calendar days of the receipt of notification (oral or written, whichever occurs first) from the Mediator that the Mediator is unable to resolve the grievance by means of his Mediation Service, or receipt of the written decision of the Superintendent.

**Section 3.** All questions submitted to arbitration under the terms of this Agreement shall be submitted in accordance with the rules and regulations then prevailing of the Connecticut State Board of Mediation and Arbitration or, where applicable, the rules of the American Arbitration Association or the Alternative Dispute Resolution Center.

**Section 4.** The Arbitrator and Arbitration Panel shall have no power to add to, subtract from or modify any of the terms of this Agreement.

**Section 5.** The Arbitrator's award shall be made in writing and shall be rendered within the time limit prescribed by the then current rules of the Connecticut State Board of Mediation and Arbitration or, where applicable, the American Arbitration Association or the Alternative Dispute Resolution Center. The decision of said arbitrator shall be final and binding on both parties and on all employees.

**Section 6.** Any expenses incidental to mediation and/or arbitration shall be borne equally by both parties although each party shall be responsible for its own legal fees associated with mediation and/or arbitration. However, in the event either the Union or the Board exercises its option under Step- 3 to use the American Arbitration Association or the Alternative Dispute

Resolution Center, the filing and Arbitrator fees shall be borne by the removing party.

**Section 7.** Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Board's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.

**Section 8.** The parties agree that all notices and other documents involved in the Grievance Procedure beyond Step 2 must be emailed or sent via Certified mail, return receipt requested.

**Section 9.** The Employer shall send copies of all warnings or other disciplinary measures to the Union president and the Union representative.

## **ARTICLE IX HOLIDAYS**

**Section 1.** The following days are hereby designated as holidays for 10-month and 12-month employees unless otherwise noted and shall be paid for, at the employee's normal rate of pay for one workday, under the following conditions when not worked:

New Year's Day	Independence Day*
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

\*Only for 12-month employees

For each year of this Agreement, the Board shall have the discretion to select the dates on which Lincoln's Birthday and Washington's Birthday shall be celebrated.

**Section 1(a).** To qualify for holiday pay, the employee must be in pay status for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday. The parties agree that 10-month employees shall be entitled to the Labor Day Holiday pay if he/she is in pay status on the last day of school in a given academic year and on the opening day of school in the succeeding academic year.

**Section 1(b).** The 12-month employee holiday must fall on a regularly scheduled work day except:

- a. Any holiday falling on Sunday shall be observed on the following Monday;
- b. Any holiday falling on Saturday shall be observed on the preceding Friday.

**Section 1(c).** 10-month employees shall observe the listed holidays on the date listed in the annual school calendar.

**Section 2.** If a holiday occurs during an employee's paid sick leave, he/she shall receive full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his/her sick leave allowance.

**Section 3.** If a holiday occurs during an employee's scheduled vacation, he/she shall be granted an extra day off without loss of pay.

## **ARTICLE X PRESERVATION OF RIGHTS**

**Section 1.** The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically

relinquished or abridged by this Agreement.

**Section 2.** The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

**Section 3.** This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of the Agreement.

**Section 4. Severability.** Should any provision herein be deemed unlawful or otherwise found to be unenforceable during the term of this Agreement or during any holdover period after its expiration, all other provisions of this Agreement shall remain in full force and effect

## **ARTICLE XI UNION ACTIVITY**

**Section 1.** The Union shall notify the Board, in writing, of the names of all officers and stewards who are employees of the Board.

**Section 2.** Union activities required to administer this Agreement shall be carried on with the approval of the Superintendent of Schools and/or his designee in such a manner as not to interfere with the educational process of any of the programs. In the event it is necessary to present a grievance step during normal work hours and the employee requests the presence of a steward or other authorized Union representative at this step, then the steward or Union official (who is an employee) shall continue to be paid during the time that he/she is acting in behalf of the employee. However, no compensation shall be paid to any employee or any steward or any Union official for any Union activity, including representation at any step in the grievance procedure, which occurs beyond the normal work hours.

**Section 3.** The Board agrees that the Union may place a bulletin board, or be given a like posting area, for notices and information concerning Union affairs and matters of interest to Union members in an appropriate place in the schools or in the Business Office of the Superintendent of Schools or his/her designee. The exact sites of the "bulletin board" or the notice posting place shall be determined by the Administrator in charge of the school building or the Superintendent of Schools or his/her designee, as appropriate.

**Section 4.** The City will allow no more than a total of six (6) days per year of paid leave to the bargaining unit for the purpose of attending Union conferences, provided that no more than one (1) employee is off at a time, that written request is submitted to the employee's supervisor as soon as possible but no less than two (2) weeks prior to the leave and that approval is subject to the operational needs of the school system.

## **ARTICLE XII NO STRIKE OR LOCKOUT**

During the life of this Agreement, there shall be no strikes, slowdowns, suspension of work or stoppage of work by any employee or employees in any part of the Board's operation dealing with the programs covered by this Agreement or otherwise. There shall be no lockout by the Board of any employee. The prohibition against strikes, slowdowns, suspensions, or stoppage of work in this Section shall be in addition to the prohibition as by State Statute made and provided.

## **ARTICLE XIII WAGES**

**Section 1.** Wages for incumbent employees in the bargaining unit shall be increased according to the following schedule:

- a. Effective and retroactive to July 1, 2022, the hourly rate for all members of the bargaining unit shall be adjusted by a general wage increase of three percent (3.0%).
- b. Effective and retroactive to July 1, 2023, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-half percent (2.5%).
- c. Effective July 1, 2024, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-quarter percent (2.25%).
- d. Effective July 1, 2025, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-quarter percent (2.25%).

**Section 2a.** Appendix B attached hereto and made a part of this Agreement, lists hiring rates for employees filling vacancies in Secretary I, II, and III positions during the terms of this Agreement. Hiring rates for such positions shall be increased by the negotiated increases and established for the periods which conform to contractual years of this Agreement.

**Section 2b.** The base salary for all network technicians making less than twenty-three dollars (\$23.00) hourly as of June 30, 2022 shall increase by two dollars (\$2.00) per hour. The base salary for all network technicians making more than twenty-three dollars (\$23.00) hourly as of June 30, 2022 shall increase by seventy-five cents (\$0.75) per hour. These adjusted salaries shall serve as the base salary for the purpose of calculating salary adjustments in accordance with the GWI the parties agree to effective July 1, 2022.

**Section 2c.** The base salary for all parent liaisons making less than nineteen dollars (\$19.00) hourly as of June 30, 2022 shall increase to nineteen dollars (\$19.00) per hour effective July 1, 2022. The adjusted base salary of \$19.00 shall serve as the base salary for the purpose of calculating salary adjustments in accordance with GWI the parties agree to effective July 1, 2022.

**Section 3.** The Union understands that the Board has been paying the employees covered by this Agreement on a bi-weekly basis; the Union agrees that the Board reserves the right to establish or change the pay period for employees upon two weeks' notice.

**Section 4.** Each employee shall be entitled to participate in the City's 457 Deferred Compensation Plan.

### **Section 5. Work in a Higher Classification**

a. An employee who is assigned to perform work above their classification will be compensated at a rate of \$30.00 additional per week or the minimum rate for the higher classification, whichever is greater. In the event a bargaining unit employee is assigned to act or is provisionally assigned to work a position outside of the bargaining unit, the parties will negotiate the impact of the assignment.

b. This will be applicable only after the employee has worked five (5) days in the higher classification and provided the employee performs the work required by the job specification(s) of this said higher classification during the period of time the employee is assigned to perform such duties.

c. This will not be applicable to a situation where work in the higher classification is specifically required by the definition of the employee's regular classification, or where the employee is being given the opportunity to train for the higher classification.

### **Section 6. Network Specialists Incentive**

On July 1 of any contract year a one-time-only two and one-half percent (2.5%) wage adjustment shall be granted to any Network Specialist who has attained a Bachelor's degree in computer science or has achieved one or more of the following qualifying certifications:

- Microsoft
- A+
- Cisco
- Network

It is understood that only one such adjustment shall be made and that the achievement of a degree or an additional qualifying certifications in any subsequent contract year shall not entitle the Network Specialist to another wage adjustment.

**Section 7.** By January 1, 2020, all employees shall authorize the Board to pay wages via direct deposit at a banking institution chosen by the employee.

## **ARTICLE XIV INSURANCE**

**Section 1.** Employees may elect the current medical, prescription and dental plans as



follows:

a. Health Insurance

Each employee shall be eligible to elect the following health care options effective the first of the month following date of hire or during the City's designated open enrollment period(s):

1. Effective July 1, 2023, the Open Access Plus (OAP) Plan with the following co-payments:

- \$25 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$175 for emergency room
- \$250 for outpatient surgery
- \$350 inpatient hospitalization

There is unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two persons, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the others plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on reenrollment as the administrator requires and are permitted by law.

1 (b). Prescription Drug Benefits

Employees who enroll in the Open Access Plus (OAP) Plan shall enroll in the Cigna's Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Cigna's allowance.

1 (c) Dental Plan

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage

associated with the above referenced medical plans is the Cigna Dental Plan. The following shall apply to this plan:

100% and 50% coverage for services as outlined in the Plan documents.

A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage. The deductible shall not apply to certain services as outlined in the Plan documents.

A calendar year maximum of \$1,000 per participant.

Dental coverage may not be elected independent of the City's medical coverages.

## **Section 2. Premium Cost Sharing.**

Employee premium cost sharing shall be by payroll deduction and shall be as follows:

a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents who meet the criteria set forth in the insurance carrier's plan description:

Effective July 1, 2020: 21%

Effective July 1, 2024: 22%

Effective July 1, 2025: 23%

b. Prescription. Each employee who is enrolled in the prescription plan shall pay the following portion of the premium or premium equivalent:

Effective July 1, 2018: 20%

Effective July 1, 2024: 21%

Effective July 1, 2025: 22%

c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such planes) as are required to allow employees to elect participation in:

i. flexible spending account for medical expense reimbursements; and/or a dependent care assistance plan.

These plans shall be established and administered in accordance with Internal Revenue

Code requirements.

e. If the Board receives notice that the total cost of a group health insurance plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, federal statute or federal regulation, during the terms of this contract, the Board and the Union will, upon request of the Board, engage in mid-terms negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (“MERA”).

**Section 3. Life Insurance.** The City shall provide, without charge to the employee, life insurance equal to one and one-half (1.5) times the annual base salary of the employee rounded up to the next one thousand dollars (\$1,000), provided that this amount does not exceed the rules of the City’s designated life insurance carrier and plan. The City reserves the right to change carriers or plans, provided that the coverage amounts remain the same. Any questions concerning coverage eligibility and payment of benefits pertaining to a life insurance claim shall be determined by the insurance carrier in accordance with the provisions of such policy.

**Section 3a.** In addition to the life insurance provided in Section 3, employees may purchase, at the employee’s cost, supplemental life insurance coverage, subject to the following conditions:

a. Supplemental life insurance shall equal the amount of the employee’s annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the effective date of this Agreement, shall have the right to continue such coverage throughout the life if this Agreement. Deductions from the employee’s pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee’s pay cycle.

**Section 3b. Health and Wellness Incentive.** Any employee who voluntarily participates in any health and wellness initiative offered by the City, as such initiatives may be offered from time to time, shall be eligible for an incentive payment or offer, which shall be set exclusively by the City. This provision shall not be subject to negotiation or the grievance procedure so long as participation in any health and wellness initiative remains voluntary.

**Section 4. Change of Carrier.** The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. “Comparable” means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not “comparable” to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed

upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the network on July 1, 2008. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

**Section 5.** Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

**Section 6.** In the event coverage becomes available through the State of Connecticut Insurance Plans, the Union and the City may at any time request the other party to enter into discussions regarding inclusion of the bargaining unit in such plans. Such discussions shall not constitute negotiations under MERA or Special Act 01-1.

**Section 7.** Those employees who are participating in the City's medical insurance plan at the time of retirement (as that term defined in Article VII, Section 7), and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be allowed to purchase such medical insurance plan as the City provides to its employees, as such plans may change from time-to-time and subject to the same conditions as may exist at any time for employees, until such time that the employee becomes eligible for Medicare or for medical insurance from another employer, whichever event occurs first. In order to continue to be eligible for coverage, retirees and their covered spouses must elect Medicare Part B upon becoming eligible for Medicare. The retiree may enroll his/her spouse at the time of retirement. Employees terminated for cause shall not be eligible for this benefit. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

**Section 8.** Retired employees or their spouses, who are eligible for Medicare at the time of retirement or become eligible for Medicare subsequent to retirement (as that term is defined in Article VII, Section 7), and has been participating in the City's medical plan prior to becoming eligible pursuant to the terms of this Article must enroll in both Medicare Part A and B and shall be responsible for any premiums for Medicare Part A and B in order to continue to be eligible for medical insurance and may purchase a Medicare Supplemental Program through the City provided the City offers such a Program on the date the employee becomes eligible for Medicare. To be eligible for the benefit, employees must opt into the Medicare Supplemental Program no longer than six (6) months (or less if the provider of the Program requires a shorter period of time) after becoming eligible for Medicare. Employees terminated for cause shall not be eligible for participation in this program. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

**Section 9.** For the purposes of the benefit plans set forth in this Article, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

## **ARTICLE XV VACATION**

**Section 1.** For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

**Section 2.** A 12-month employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week upon successfully completing his probationary period;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than six (6) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the six (6) years of service;

d. An employee who has completed seven (7) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one work day, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the sixth year until a maximum of four work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period

of time that the employee is not in pay status.

f. For the purposes of this Article an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

g. Employees hired prior to April 9, 2003 shall accrue vacation time pursuant to the vacation accrual language of Article XVI, Section 2(a)-(d) of the 1997-2000 collective bargaining agreement attached hereto as Appendix C.

h. The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time-to-time. The accrual unit may be calculated each year based on the number of scheduled school days.

**Section 3.** An employee shall be granted his/her vacation time off by seniority preference subject to the demands of service. Employees must take vacation at times when school is not in session and must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week, prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

Three-week's vacation time off may be deferred into a succeeding school year and accumulated by a 12-month employee with the approval of the Superintendent of Schools or his/her designee. Such approval shall not be unreasonably denied by Superintendent of Schools or his/her designee.

**Section 4.** A 12-month employee may elect to receive his/her vacation pay up to a maximum of two (2) weeks in lieu of taking the paid time off he/she is entitled with the permission of his/her supervisor.

**Section 5.** When a 12-month employee's services are terminated by the Board of Education because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him/her as per the provisions of Section 2, subparagraphs b, c, d, or e hereof, plus any approved deferred vacation, which deferred vacation is prescribed by Section 3 hereof.

**Section 6.** In lieu of vacation days, 10-month employees shall be paid an amount equal to 5 regularly scheduled work days for the December recess and the same amount for the spring recess, regardless of the length of the designated recess.

## **ARTICLE XVI AUTO USAGE**

**Section 1.** The Superintendent of Schools and his/her designee shall establish a list of “Automobile Travel Allowance” of personnel required to use their own private automobiles in the performance of their duties. Such personnel shall be reimbursed at the most current I.R.S. mileage reimbursement rate.

**Section 2.** Each employee who is reimbursed for auto usage shall transmit to the Department of Finance a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, and amounts of coverage for bodily injury in the amounts of at least \$100,000.00 per person, and \$300,000.00 per occurrence, and property damage liability in amounts of at least \$20,000.00 per occurrence, or a combined single limit of \$300,000.00. The City of Waterbury shall be listed as an additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Department of Finance within thirty (30) days of receipt by the employee of authorization to receive reimbursement pursuant to Section 1 or within thirty (30) calendar days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

**Section 3.** Each employee shall be provided parking at no cost. Nothing in this section shall be construed as requiring the City to remove parking from any other group of bargaining-unit employees to accommodate the parking needs of this bargaining unit.

## **ARTICLE XVII LONGEVITY**

**Section 1.** Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee’s longevity amount for the duration of his/her employment.

**Section 2.** No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

**Section 3.** Longevity payments, as hereinbefore prescribed, shall be paid to employees in their regular paycheck on the first pay period of the month of December in each calendar year. The parties agree that the inclusion of the longevity payment in the employee’s regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

## **ARTICLE XVIII DISCIPLINARY ACTION**

**Section 1.** No employee who has completed his/her probationary period shall be removed, dismissed, discharged, suspended, demoted or disciplined in any manner except for just cause. If any employee is disciplined, and, in the judgment of such employee action is taken by the Board

without just cause, he/she may file an appeal in writing in accordance with the grievance procedures outlined in Article VIII.

**Section 2.** The Board and/or the Superintendent or his/her designee shall have the exclusive authority to terminate any employee for just cause.

Just cause for discharge shall include but not be limited to the following offenses:

- a. Insubordination
- b. Conviction of a felony or a misdemeanor involving moral turpitude.
- c. Willfully giving false statement to supervisors, officials, the public or the Board of a serious nature.
- d. Discovery by the Board of a false statement in an application.
- e. Refusal to be examined by a Board authorized medical physician when so directed by the Board.
- f. Inefficiency, misconduct or inability to perform the work of the position satisfactorily.
- g. Tardiness in excess of 15 minutes on four (4) separate occasions during a school year;
- h. Unauthorized leaves of absence, which are defined as leaves taken which are not pursuant to contract, law or written approval of the Superintendent of Schools or his/her designees, in excess of a total of four (4) days in a school year;
- i. Unsatisfactory work performance;
- j. Action or conduct detrimental to the program(s) or students in the program(s) or the Board in general;

## **ARTICLE XIX PENSION AND RETIREMENT**

**Section 1.** Employees of this bargaining are covered under the Federal Social Security Act. The Employee will contribute the federally required amount.

**Section 2a.** Employees shall be entitled to participate in the City's 403b or the 457 Plan, as those Plans may change from year-to-year.

**Section 2b.** New hires shall have the option to enroll in either the 403b or 457 Plans.

**Section 2c.** The employer is not obligated to make any contribution to either the 403b or the 457 Plans.



## **ARTICLE XX EDUCATION**

**Section 1.** The Board agrees to train Employees who are required by the Board to start using updated/new software.

**Section 2.** The Board of Education will reimburse bargaining unit members for tuition (up to \$400.00 per course) upon the successful completion (grade B or higher) of work-related courses given by state-approved, college-level educational institutions. For reimbursement, the course must be pre-approved by the Board or its designee prior to registration by the bargaining unit member. The decision of the Board or its designee shall not be subject to the grievance procedure.

## **ARTICLE XXI SAFETY AND QUALITY OF WORK LIFE**

**Section 1.** The Union shall appoint One (1) member to serve as a representative on the Waterbury Board of Education Executive Safety Committee. The Union shall provide notification to the Committee Chair upon initial appointment and any subsequent changes.

**Section 2.** The Union shall appoint One (1) member to serve as a representative on any building safety committee so long as the building is one in which at least one (1) member of this Union is assigned. The Union shall provide notification to the chair and/or organizer of the building safety committee regarding the union representative appointed and any subsequent changes.

**Section 3.** The Board will investigate timely all complaints from the Union regarding unsafe working conditions. The Board will respond timely to any substantiated complaint regarding an unsafe working condition.

## **ARTICLE XXII DURATION OF CONTRACT**

**Section 1.** This Agreement shall be effective July 1, 2022, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement and shall remain in effect through June 30, 2026.

**Section 2.** The parties agree that this Agreement, or any successor Agreement renewed per the terms of Section 1 hereof, may be terminated prior to the termination date prescribed by Section 1 of Article II, in the event that the Board does not receive adequate funds, or receives a reduced amount of funds or if the funds previously allocated are cut or terminated; which funds are received from state and/or federal sources as delineated in Section 2 hereof and which funds are utilized to carry on those educational programs which are described in the Preamble.

**Section 3.** Upon termination or reduction of grant funds, there will be no residual liability on the part of the City of Waterbury to make payments under this Agreement.

IN WITNESS HEREOF, the parties have hereunto caused their hands and seals to be signed on this day \_\_\_\_\_ of \_\_\_\_\_, 2023.

WITNESS

\_\_\_\_\_

WATERBURY BOARD OF EDUCATION

BY: \_\_\_\_\_  
Verna D. Ruffin, Ed, D., Superintendent

WITNESS

\_\_\_\_\_

UPSEU Local 424-Unit 69

\_\_\_\_\_  
William George, Local President

WITNESS:

\_\_\_\_\_

UPSEU

\_\_\_\_\_  
Kevin E. Boyle, Jr.  
UPSEU President

## **APPENDIX A**

- o Accountant 1
- o Accountant 2
- o Bilingual Language Assessor Manager
- o Bilingual Receptionist
- o Bookkeeper
- o Business Administrative Assistant
- o Center Assessment Facilitator
- o Clerical
- o Community Liaison
- o Computer Technician Master
- o Data Entry Clerk
- o Facilitator
- o Grant Coordinator Facilitator
- o Instructor
- o Language Assessor Manager
- o Network Administrator
- o Network Specialist
- o Office Manager
- o Payroll Clerk
- o Parent Liaison
- o Secretary I
- o Secretary II
- o Secretary III
- o Senior Network Specialist
- o Tech Center Coordinator Facilitator

## **APPENDIX B**

### **Hiring Rates for Secretary Positions During the Term of the Agreement**

<b>Effective Date</b>	<b>Position</b>	<b>Hiring Hourly Rate</b>
7/1/2022	Secretary I	\$ 15.49
	Secretary II	\$ 17.00
	Secretary III	\$ 18.09
7/1/2023	Secretary I	\$ 15.88
	Secretary II	\$ 17.43
	Secretary III	\$ 18.54
7/1/2024	Secretary I	\$ 16.24
	Secretary II	\$ 17.82
	Secretary III	\$ 18.96
7/1/2025	Secretary I	\$ 16.61
	Secretary II	\$ 18.22
	Secretary III	\$ 19.39

## **APPENDIX C**

July 1, 2005 – June 30, 2008

### **ARTICLE XV VACATION**

**Section 1.** For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

**Section 2.** An employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week within the second six (6) months of his/her service;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than five (5) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed five (5) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the five (5) years of service;

d. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one work day, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the fifth year until a maximum of four work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period of time that the employee is not in pay status.

f. For the purposes of this Article an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

**Section 3.** An employee shall be granted his/her vacation time off by seniority preference, throughout a subject year, subject to the demands of service. Any employee must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week prior to the effective date of the request) to take a lesser period of time

as vacation time off. The aforesaid one-week “prior request” provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.11

October 12, 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
Bais Yaakov of Wtby.	Rotella auditorium. February 22, 28, 29, 2023, 6:30pm – 10:00pm (rehearsals)
I. Selengut	March 3, 2023, 9:30am – 4:00pm ( for performance)

### REQUESTING WAIVERS

Albanian Lang. Sch.	Maloney classrooms: Sundays, October 15, 2023 – April 28, 2024	
E. Himaj	9:30am – 1:00pm (teach Albanian Language & culture)	(\$3,782.)
East Mountain Sports	W. Cross gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 9am-6pm	(\$18,480.)
R. Godsil	Rotella gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 9am-6pm	(\$18,480.)
	Gilmartin gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 9am-6pm	(\$18,480.)
	Generali gym: November 14, 2023 – March 30, 2024, Sat. & Sun., 1-6pm	(\$11,088.)
Catholic Academy	Gilmartin gym: Saturday. December 16 & Sunday, December 17, 2023	
O. Macklin, A.D.	8:30am – 4:30pm (basketball games)	(\$1,512)
Team Locked In	Bucks Hill gym: October 7, 2023 – January 28, 2024, Saturdays,	
A. Johnson	10:00am – 2:00pm (basketball program)	(\$3,150.)
*Lady of Mt. Carme	Tinker gym: Saturdays, November 4 thru March 9	
J. L. Egan	9am – 5pm (basketball program)	(\$6,048.)

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

East Mt. Sports	W. Cross café: October 12, 19, & 26, 2023, 5:00pm – 7:00pm (basketball signups)
R. Godsil	W. Cross gym: November 13, 2023 – March 29, 2024, Monday – Friday, 6:00pm – 9:00pm
	Rotella gym: November 13, 2023 – March 29, 2024, Monday – Friday, 6:00pm – 9:00pm
Grandville Academy	Reed café: Tuesday, October 24, 2023, 6:00pm – 7:30pm
M. Mosley	(Open House to explain their program)
Waterbury PAL	Chase gym: September 19 – November 30, 2023, Tuesday & Thursday, 6:00pm – 9:00 pm
M. Macary	Kennedy aux gym: September 21 – December 14, 2023, 7-9pm, Tuesday & Thursday
Gilmartin Comm. Club	Gilmartin café: Tuesday, October 17, 2023, 7:00pm – 9:00pm (members meeting)
Neighb. Housing Services	Duggan café: Tuesday, October 24, 2023, 5:30pm – 7:45pm
I. Blake	(Community Informational Meeting)
Yeshiva K' Tana	Maloney parking lot: Sunday, November 12, 2023, 10:30am – 12:30pm
Rabbi Karr	(for additional parking if needed)
Catholic Academy	Gilmartin gym: November 2, 2023 – March 15, 2024
O. Macklin, AD	Monday, Tuesday, Thursday, Friday, 6:00pm – 9:00pm (basketball program)
CT. Royalty	Rotella gym: October 3 – November 9, 2023, Tuesday & Thursday, 6:00pm – 9:00pm
T. Inabinett	(basketball program)
Team Locked In	Bucks Hill gym: October 9, 2023 – January 29, 2024, Monday thru Thursday,
A. Johnson	5:30pm – 9:00pm (basketball program)
*Our Lady of Mt. Carmel:	Tinker gym: Mon. thru Fri. November 4 – March 9
J. L. Egan	4:00pm – 8:00pm

*Book*

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

CONTRACT#

APPLICANT JOHN L. EGAN NAME OF ORGANIZATION Our Lady of Mt Carmel  
ADDRESS 76 TEDESLO DR WTBY CT 06708 TELEPHONE # 203. 528. 5325  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED TINKER DATES SAT 11/4 thru 3/9 ROOM(S) GYM  
OPENING TIME \_\_\_\_\_ CLOSING TIME \_\_\_\_\_ PURPOSE BASKETBALL PRACTICE & GAMES  
ADMISSION (if any) SAT 9 AM none 5 PM CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20  
SIGNATURE OF APPLICANT John L. Egan DATE OCT 5, 2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service (\$6,048.)

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

*Saturdays*  
*Nov 4 - Mar. 9*  
*9 AM - 5 PM*



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



APPLICANT/ORGANIZATION: OUR LADY OF MOUNT CARMEL

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: TINKER GYM

DATE(S): \_\_\_\_\_

TIMES: 11

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): SATURDAYS 11/4-3/9

TIMES: 9 AM - 5 PM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

OCT 5<sup>th</sup> 2023

Date

John Egan  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

4,048.

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#

*Book*

APPLICANT JOHN L. EGAN NAME OF ORGANIZATION Our Lady of Mt Carmel  
ADDRESS 76 TEDESLO DR WTBY CT 06708 TELEPHONE # 203. 528. 5325  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED TINKER DATES M-SAT 11/4 thru 3/9 ROOM(S) GYM  
OPENING TIME 4 PM CLOSING TIME 8 PM PURPOSE BASKETBALL PRACTICE + GAMES  
ADMISSION (if any) none CHARGE TO BE DEVOTED TO —  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20  
SIGNATURE OF APPLICANT John L. Egan DATE OCT 5, 2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Monday thru Friday  
4pm - 8pm*

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.1

October 12, 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 PL Window Service, Inc. for exterior door replacement at eight schools subject to any non-substantive changes approved by the Corporation Counsel's office.

### **EXECUTIVE SUMMARY**

**DATE:** October 10, 2023

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

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**RE:** Exterior Security Door Replacements at Eight Waterbury Public Schools  
with PL Window Service, Incorporated

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The Education Department respectfully requests your review and approval of a construction contract for exterior security door replacement at eight schools in the amount of \$689,685.20. The project will be funded by the Education Department's Capital budget.

The project consists of exterior door replacements, including security hardware and lock changeover consistent with the current key system at eight schools and will be completed within 180 days from City's notice to proceed. The Purchasing Department has waived the bidding process due to the potential for unsafe situations. PL Window Service, Incorporated has previously completed security door replacements at seven schools satisfactorily.

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 continued assistance on this matter.

c: Mike Konopka, Michael LeBlanc, Doreen Biolo



**CONSTRUCTION CONTRACT  
for**

**Exterior Door Replacement at Eight City of Waterbury Schools  
between**

**City of Waterbury**

**and**

**PL WINDOW SERVICE 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 PL WINDOW SERVICE INC located at 52-30 65TH PL., UNIT 5D, MASPETH, NY 11378, a State of Connecticut duly registered foreign (NY) corporation (the "Contractor").

**WHEREAS**, a Purchasing Waiver from the City of Waterbury Purchasing Director was granted to proceed with a direct solicitation from the Contractor for **Exterior Door Replacement at Eight City of Waterbury Schools ("School Doors RFP")**;

**WHEREAS**, the Contractor submitted a Proposal to the City in response to the **School Doors RFP**; and,

**WHEREAS**, the City accepted the Contractor's Proposal for **School Doors RFP**; and,

**WHEREAS**, the City desires to obtain the Contractor's services for **Exterior Door Replacement at Eight City of Waterbury Schools** pursuant to the terms set forth in this Contract (the "Project").

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

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

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

- 1.1.1 School Doors RFP** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 City of Waterbury Purchasing Waiver**, dated September 7, 2023, and consisting of 5 pages, including referenced attachments thereto (attached hereto);
- 1.1.3 Contractor's Price Proposal**, dated October 6, 2023 and consisting of 2 pages, submitted in response to **School Doors RFP** (attached hereto);
- 1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit** (incorporated by reference);
- 1.1.5 Certificates of Insurance** (attached hereto);
- 1.1.6 Performance Bond and Payment Bond** (attached hereto);
- 1.1.7 Technical Specifications** consist of the specifications included within Contractor's Proposal: (attached hereto);
- 1.1.8 Special Conditions** (Article 1 – Article 20 consisting of 6 pages (attached hereto);
- 1.1.9 General Conditions** (Article 1 – Article 114) consisting of 36 pages (attached hereto);
- 1.1.10 State Wage Rate Documentation** (attached hereto);
- 1.1.11 City of Waterbury Good Jobs Ordinance**, consisting of 12 pages (attached hereto);
- 1.1.12 Any and all amendment(s) and Change Orders** issued by the City after execution of Contract (incorporated by reference);
- 1.1.13 All applicable Federal, State and local statutes, regulations, charter and ordinances** (incorporated by reference), and

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

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

- 1.2.1 Federal laws and regulations
- 1.2.2 State, and local laws, regulations, charter and ordinances
- 1.2.3 Contract Amendment(s) and Change Orders
- 1.2.4 Contract
- 1.2.5 Contractor's Price Proposal, dated October 6, 2023
- 1.2.6 Special Conditions
- 1.2.7 General Conditions

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

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

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

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



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

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

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

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

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

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

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

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

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms

and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

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

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

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

**3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **ONE HUNDRED FIFTY (150)** consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion of all work and services required under this Contract within **ONE HUNDRED EIGHTY (180)** consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

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

**5.2. Delay Damages**

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

**5.2.1.1** The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

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

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **SIX HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY CENTS (\$689,685.20)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Proposal, dated October 6, 2023, and consisting of 2 pages, which is summarized below:

i.	\$295,234.20	(Bid Item 1 – [REDACTED])
ii.	\$186,917.10	(Bid Item 2 – [REDACTED])
iii.	\$ 18,466.84	(Bid Item 3 – [REDACTED])
iv.	\$ 35,483.42	(Bid Item 4 – [REDACTED])
v.	\$ 21,383.42	(Bid Item 5 – [REDACTED])
vi.	\$ 20,183.42	(Bid Item 6 – [REDACTED])
vii.	\$ 46,633.40	(Bid Item 7 – [REDACTED])
viii.	\$ 65,383.40	(Bid Item 8 – [REDACTED])

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this 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. **Contractor shall submit invoices for payment to the City upon final completion of work at each school.**

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

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

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

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

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

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the

City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

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

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

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

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

**6.9.2 Progress and Final Payments**

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



equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

**11. Contractor's Insurance.**

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

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

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

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

**11.4.1 General Liability Insurance:**

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

**\$2,000,000.00** General Aggregate

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

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

**11.4.2 Automobile Liability Insurance:**

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

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

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

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

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

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

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

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

**11.4.4 Excess/Umbrella Liability Insurance:**

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

**\$1,000,000.00** Aggregate

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

**11.4.5 Abuse/Molestation Liability Insurance:**

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

**\$1,000,000.00** Aggregate

**(Applicable to Contractors working directly with Youth/Minors)**

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

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

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

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

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

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

General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

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

**12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all



pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

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

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

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

**12.4.2 The Contractor and subcontractor shall comply with the specific**

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

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

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

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

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

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

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



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

**13.3. Affirmative Action.**

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

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

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

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

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

copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

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

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

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

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

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

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

#### **14. Good Jobs Ordinance**

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

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

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

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

**14.1.4 Definitions.** For purposes of this paragraph:

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

Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

officer or employee.

## **14.2 Liquidated Damages Applicable To Section 14.1**

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

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

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

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

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

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

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

## **15. Housing and Urban Development Section 3 Clause. In the event this Contract is**

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

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

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

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

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

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

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



future HUD assisted contracts.

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

## **16. Termination.**

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

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

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

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



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

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

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

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

**16.4. Rights Upon Termination.**

**16.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to

compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**27.1. Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and

the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

## **27.2. Procedures.**

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

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

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

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

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

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent

with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

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

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

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

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

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

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



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

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

Contractor: PL WINDOW SERVICE INC  
52-30 65TH PL., UNIT 5D  
MASPETH, NY 11378

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

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

**[Signature page follows]**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**PL WINDOW SERVICE INC**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Its \_\_\_\_\_

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

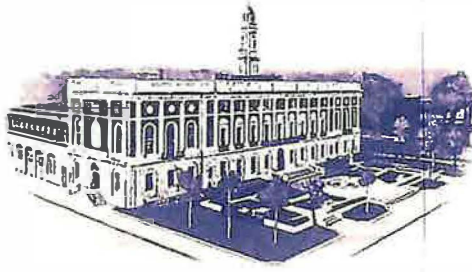
**Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 School Doors RFP** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 City of Waterbury Purchasing Waiver**, dated September 7, 2023, and consisting of 5 pages, including referenced attachments thereto (attached hereto);
- 1.1.3 Contractor's Price Proposal**, dated October 6, 2023 and consisting of 2 pages, submitted in response to **School Doors RFP** (attached hereto);
- 1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit** (incorporated by reference);
- 1.1.5 Certificates of Insurance** (attached hereto);
- 1.1.6 Performance Bond and Payment Bond** (attached hereto);
- 1.1.7 Technical Specifications** consist of the specifications included within Contractor's Proposal: (attached hereto);
- 1.1.8 Special Conditions** (Article 1 – Article 20 consisting of 6 pages (attached hereto);
- 1.1.9 General Conditions** (Article 1 – Article 114) consisting of 36 pages (attached hereto);
- 1.1.10 State Wage Rate Documentation** (attached hereto);
- 1.1.11 City of Waterbury Good Jobs Ordinance**, consisting of 12 pages (attached hereto);
- 1.1.12 Any and all amendment(s) and Change Orders** issued by the City after execution of Contract (incorporated by reference);
- 1.1.13 All applicable Federal, State and local statutes, regulations, charter and ordinances** (incorporated by reference), and

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



KEVIN McCaffery  
DIRECTOR OF PURCHASING



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

To: Nicholas Albini, Chief Operating Officer  
From: Kevin McCaffery, Director of Purchasing *KCM*  
Subject: Waiver Request for Exterior Door Replacements at [REDACTED]  
[REDACTED]

Date: September 7, 2023

---

I have reviewed the attached letters provided by Dan Barry, Director of Safety & Security, and Nicholas Albini, Chief Operating Officer, regarding the need of replacing several exterior doors on City schools.

I agree that these doors are in desperate need of replacement as having a door that will not open or close securely leaves students and faculty at risk. Because the country is still experiencing mass shootings along with school shootings on a regular basis, it is imperative that our buildings are secured right away to ensure safety for both students and staff. Therefore, in the best interest of the City, I am waiving the bid process per § 38.028 WAIVER OF BID OR PROPOSAL REQUIREMENT: EXTRAORDINARY CONDITIONS of the Centralized Procurement Ordinance.





September 6, 2023

TO: Kevin McCaffery-Director of Purchasing,

For the past two years, Safety and Security along with the School Inspectors Office have made a concerted effort to identify exterior doors located in all the district schools that are in need of immediate replacement. The list was created from our daily contact with school administrators, our observations during monthly door checks and our continuing relationship with School Inspector staff.

The doors currently listed for replacement is comprised of doors that due to age, structural issues and overall poor condition pose an immediate security risk to their respective buildings and require immediate replacement. Most if not all the doors listed are at end of life and can no longer be repaired to be considered functional and safe.

If you have any questions concerning this list, please feel free to contact me.

Respectfully,

Dan Barry  
Director of Safety & Security



# **WATERBURY**

**PUBLIC SCHOOLS**

*Nicholas J. Albini*

*Chief Operating Officer*

*(203) 346-2340*

*nalbini@waterbury.k12.ct.us*

## **MEMORANDUM**

**Date:** September 6, 2023  
**To:** Kevin McCaffery, Purchasing Director  
**From:** Nicholas Albini  
**Subject:** Exterior Door Replacement Request

I am making this request in order to establish and improve security in 8 schools. The deteriorating doors that need replacement have outlived their ability to be secured and can be easily breached as they have been very recently. Education carpenters were able to repair several doors based on their condition but the doors identified in the attached quote are no longer repairable. To address the safety concerns of doors that are unable to be repaired, a first round of doors was replaced. This second round request to have doors replaced are at: [REDACTED]

[REDACTED]  
(specific locations and quantities listed on attached estimate). School is in session and replacing the doors cannot wait until the summer of 2024.

At this point, the time-frame for an RFP procurement process would be lengthy and leave the schools in an unsafe situation where the doors cannot lock securely or open properly. We need to take action quickly to maintain safety for students and staff. I humbly request to continue with PL Window Service to keep school fronts uniform, safe and secure. PL Window Service has committed to manufacturing and installing all doors, windows, and locks in a 4-5 month period. As in the past, this project would be funded using Capital Funds.

Their proposal is attached for your review.

I respectfully seek your approval to upgrade the safety that presently is lacking.

Thank you for your consideration.

Nicholas John Albini

## PL WINDOW SERVICE INC.

5250 65th PL. Unit: 5D  
Maspeth NY 11378  
P: 212-518-1812  
Office: 347-915-3040  
E: plwindowoffice@gmail.com  
plwindowservice.com

## Estimate

Estimate No: 1620  
Date: 07/18/2023

For: Waterbury schools

Ship To:

Tracking No  
Ship Via  
FOB

Description	Quantity	Rate	Amount
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR: We will provide and install aluminum storefront doors at the above job location.	1	\$0.00	\$0.00
DOOR TYPE: 350 medium stile entry door COLOR: clear anodized GLASS: 1/4" clear laminated top half 1/4" aluminum panel bottom half HARDWARE: panic bar interior Adams Rite 8400 concealed vertical rod (double doors) surface mount door closer - NO hold open 7" saddle exterior 12" offset handle key cylinder exterior ALL DOORS SAME LAYOUT AS EXISTING	1	\$0.00	\$0.00
[REDACTED]	1	\$275,400.00	\$275,400.00
[REDACTED]	1	\$177,000.00	\$177,000.00
[REDACTED]	1	\$14,500.00	\$14,500.00
[REDACTED] 1	1	\$33,500.00	\$33,500.00

PL WINDOW SERVICE INC. - Estimate 1620 - 07/18/2023

Description	Quantity	Rate	Amount
[REDACTED]	1	\$19,400.00	\$19,400.00
[REDACTED]			
[REDACTED]	1	\$18,200.00	\$18,200.00
[REDACTED]			
[REDACTED]	1	\$44,650.00	\$44,650.00
[REDACTED]			
[REDACTED]	1	\$63,400.00	\$63,400.00
[REDACTED]			
	Subtotal		\$646,050.00
	TAX 0%		\$0.00
	Shipping		\$0.00
	Total		\$646,050.00
<b>Total</b>			<b>\$646,050.00</b>

**Comments**

Contractor will commence work on or before 6-8 weeks from deposit (50%) and contract. Work will continue until 30-40 working day.  
 50% Payment due upon completion of project  
 90 days warranty on hardware not including vandalism  
 Estimate is valid for 30 days after which prices are subject to change

PL WINDOW SERVICE INC.

Client's signature

5230 65th PL, Unit: 5D  
Maspeth NY 11378  
P: 212-518-1812  
Office: 347-915-3040  
E: [plwindowoffice@gmail.com](mailto:plwindowoffice@gmail.com)  
[plwindowservice.com](http://plwindowservice.com)

## Estimate

Estimate No: 1620  
Date: 10/06/2023

For: Waterbury schools

Ship To:

Tracking No  
Ship Via  
FOB

Description	Quantity	Rate	Amount
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR: We will provide and install aluminum storefront doors at the above job location.	1	\$0.00	\$0.00
DOOR TYPE: 350 medium stile entry door COLOR: clear anodized GLASS: 1/4" clear laminated top half 1/4" aluminum panel bottom half HARDWARE: panic bar interior Adams Rite 8400 concealed vertical rod (double doors) surface mount door closer - NO hold open 7" saddle exterior 12" offset handle key cylinder exterior ALL DOORS SAME LAYOUT AS EXISTING	1	\$0.00	\$0.00
[REDACTED]	1	\$295,234.20	\$295,234.20
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]	1	\$186,917.10	\$186,917.10
[REDACTED]			
[REDACTED]			
[REDACTED]	1	\$18,466.84	\$18,466.84
[REDACTED]			
[REDACTED]			
[REDACTED]	1	\$35,483.42	\$35,483.42
[REDACTED]			

Description	Quantity	Rate	Amount
██████████ ██	1	\$21,383.42	\$21,383.42
██████████ ██	1	\$20,183.42	\$20,183.42
██████████ ██	1	\$46,633.40	\$46,633.40
██████████ ██	1	\$65,383.40	\$65,383.40
revised quote base on prevailing wages set forth by the state of CT	1	\$0.00	\$0.00
	Subtotal		\$689,685.20
	TAX 0%		\$0.00
	Shipping		\$0.00
	Total		\$689,685.20
<b>Total</b>			<b>\$689,685.20</b>

**Comments**

Contractor will commence work on or before 6-8 weeks from deposit (50%) and contract. Work will continue until 30-40 working day.

50% Payment due upon completion of project

90 days warranty on hardware not including vandalism

Estimate is valid for 30 days after which prices are subject to change

\_\_\_\_\_  
PL WINDOW SERVICE INC.

\_\_\_\_\_  
Client's signature

# **SPECIAL CONDITIONS**

SC-i

## INDEX TO SPECIAL CONDITIONS

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6. PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-1
7. ACCESS TO PRIVATE & PUBLIC PROPERTY	SC-2
8. WINTER SHUTDOWN	SC-2
9. CHANGES TO THE WORK	SC-2
10. LAYDOWN AREAS	SC-2
11. ADDENDUM TO GENERAL CONDITION ARTICLES 11 & 95	SC-3
12. ADDENDUM TO GENERAL CONDITION ARTICLE 1	SC-3
13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS	SC-3
14. ADDENDUM TO GENERAL CONDITION ARTICLE 2	SC-3
15. ADDENDUM TO GENERAL CONDITION ARTICLE 8, 9, 10	SC-3
16. MOBILIZATION AND DEMOBILIZATION	SC-3
17. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY	SC-3
18. ADDENDUM TO GENERAL CONDITION ARTICLE 93	SC-3
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22. GOOD JOBS ORDINANCE	SC-4



#### **ARTICLE 1. SPECIAL NOTE**

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project; and to all of the Contract Documents. All Contract Documents apply to this Section. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, and regardless if not expressly stated in each Article herein, the costs associated with all work and/or services required under the Special Conditions shall be considered as included in the overall cost of the Contract items. No separate or additional payment will be made for this work and/or services.

#### **ARTICLE 2. PERMITS**

The Contractor shall obtain all applicable Federal, State and local permits and registrations necessary to complete the project at no additional cost to the City. The cost of obtaining and maintaining the permits shall be included in the Contract Amount.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

#### **ARTICLE 3. CONSTRUCTION STAKE OUT - NOT USED**

#### **ARTICLE 4. SITE RESTORATION**

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular do to construction and/or new installations.

#### **ARTICLE 5. CITY NOTIFICATION - BACKFILLING**

Before backfilling any excavated area and after an improvement has been installed the contractor shall notify the City when a backfill operation is to occur. A City representative will make one observation for each excavated area.

#### **ARTICLE 6. PUBLIC USE OF EXISTING PUBLIC FACILITIES**

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. No equipment or construction activities are allowed on the existing public facilities, such as athletic fields without prior written approval by the City. No equipment or storage is allowed outside of the designated construction area without prior written approval by the City. The number and location(s) of storage containers shall be approved by the City.

#### **ARTICLE 7. ACCESS TO PRIVATE & PUBLIC PROPERTY**

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the project area. Particular attention is noted for funeral processions, wedding processions, and other similar activities.

Where required by the City, Contractor shall also conduct regular coordination meetings with Residents, Owners and Operators of businesses and other operations to coordinate active work periods.

Contractor shall also provide and place temporary ramps at driveways or other locations where, in the opinion of the City, there is a need to provide safe access until the permanent handwork is completed.

#### **ARTICLE 8. WINTER SHUTDOWN**

No 'winter shutdown' will be permitted for this Project.

Any 'winter shutdown' authorized under this Article shall not change the "Contract Time" for the project. Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

#### **ARTICLE 9. CHANGES TO THE WORK**

If the City authorizes changes to the work, the following shall apply:

The cost for changes to the work shall be either on a firm proposal agreed to by the City or based on a cost-plus-fee basis agreeable to the City. In the event the work is to be performed on a cost plus basis, the Contractor will perform, or cause to be performed by his subcontractors, such work at direct cost, plus the percentages set out below:

1. For work performed by the Contractor's own forces, direct cost plus Ten Percent (10 %).
2. For work performed by a subcontractor, the cost to the City shall be subcontractor cost to the Contractor, plus 5 %.

#### **ARTICLE 10. LAYDOWN AREAS / MATERIAL STORAGE**

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Lay down areas within the project's limits are allowed but require pre-approval from the City. In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be

## City of Waterbury

carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

### **ARTICLE 11. ADDENDUM TO GENERAL CONDITIONS 11 and 95**

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

### **ARTICLE 12. ADDENDUM TO GENERAL CONDITION ARTICLE 1 - NOT USED**

### **ARTICLE 13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS**

The Contractor shall comply with all City design standards, specifications and details. To the extent that Technical Specification or Drawings conflict with City design standards, specifications, or details, City design standards, specifications and details shall control.

### **ARTICLE 14. ADDENDUM TO GENERAL CONDITION ARTICLE 2 - NOT USED**

### **ARTICLE 15. ADDENDUM TO GENERAL CONDITIONS 8, 9 and 10**

Reference is made to General Condition Article 8 – Sedimentation and Erosion Control, Article 9 – Protection of Environmental Resources and Article 10 - Environmental Protection Plan. The requirements of Articles 8, 9 and 10 shall not apply to this project; however, the Contractor shall be responsible for any such requirements to the extent set forth in the Technical Specifications or elsewhere in the Contract Documents.

### **ARTICLE 16. MOBILIZATION AND DEMOBILIZATION**

The costs of Mobilization and Demobilization for the project shall be included in the contract bid amount. No separate payment shall be made for Mobilization and/or Demobilization.

### **ARTICLE 17. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY**

Completion of an Improvement Location Survey is not required for this Project.

### **ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS 93**

In lieu of the daily reports required in Article 93 of the general conditions, the contractor shall provide said reports weekly.

### **ARTICLE 19. INTENT OF DRAWINGS – NOT USED**

### **ARTICLE 20. ADDENDUM TO GENERAL CONDITION 31**

Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

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**ARTICLE 21. STATE PREVAILING WAGE RATES**

Contractor shall comply with State of Connecticut Prevailing Wage Rates for this project.

**ARTICLE 22. GOOD JOBS ORDINANCE**

Contractor shall comply with the City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance") for this project.

**END OF SECTION**

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## GENERAL CONDITIONS

### INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

**Unless expressly provided for otherwise in the Contract Documents, all costs associated with any work/services required or necessary under the General Conditions shall be considered as included in the Contract Amount (also referred to as Total Compensation).** No separate or additional payment will be made for this work and/or services.

### ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILT DRAWINGS

- 1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

### ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

- 2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).
- 2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.
- 2.03 The schedule shall indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.
- 2.04 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.
- 2.05 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall

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arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

- 2.06 The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:
- i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
  - ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
  - iii. Reschedule work items to achieve concurrent accomplishment of work activities.
- 2.07 Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

### **ARTICLE 3. ESTIMATED QUANTITIES**

- 3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, and b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and actually performed, and/or materials furnished.

### **ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT**

- 4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.
- 4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.
- 4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.
- 4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor's periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

### **ARTICLE 5. PARTIAL PAYMENTS**

- 5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

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- 5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.
- 5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

### **ARTICLE 6. INSPECTION AND TESTS**

- 6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- 6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.
- 6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.
- 6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.
- 6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

### **ARTICLE 7. UTILITIES**

- 7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- 7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- 7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- 7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

### **ARTICLE 8. SEDIMENTATION AND EROSION CONTROL**

- 8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall

control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

- 8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.
- 8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

## **ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES**

- 9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:
  - A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
  - B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.
  - C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
  - D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.
  - E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.
  - F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.
  - G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.
  - H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

## **ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN**

- 10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:
- A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
  - B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
  - C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
  - D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
  - E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.
  - F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.
  - G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.
  - H. Traffic control plan when necessary.
  - I. Methods of protecting surface and ground water during construction activities.
  - J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

## **ARTICLE 11. TEMPORARY UTILITIES**

- 11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

## **ARTICLE 12. ABBREVIATIONS**

- 12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ACI</b>	American Concrete Institute

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<b>AGA</b>	American Gas Association
<b>AIEE</b>	American Institute of Electrical Project Engineers
<b>AISC</b>	American Institute of Steel Construction
<b>API</b>	American Petroleum Institute
<b>ANSI</b>	American National Standards Institute
<b>ASCE</b>	American Society of Civil Engineers
<b>ASHRAE</b>	American Society of Heating, Refrigeration and Air Conditioning Engineers
<b>ASME</b>	American Society of Mechanical Engineers
<b>ASTM</b>	American Society of Testing and Materials
<b>AWG</b>	American (or Brown and Sharpe) Wire Gauge
<b>AWWA</b>	American Water Works Association
<b>CONNDOT</b>	Connecticut Department of Transportation
<b>DEP</b>	Department of Environmental Protection
<b>EDR</b>	Equivalent Direct Radiation
<b>EPA</b>	Environmental Protection Agency
<b>FWQA</b>	Federal Water Quality Administration
<b>IBR</b>	Institute of Radiator and Boiler Manufacturers
<b>MCB</b>	Master Car Builders
<b>NBS</b>	National Bureau of Standards
<b>NEC</b>	National Electrical Code (latest edition)
<b>NEMA</b>	National Electrical Manufacturers Association
<b>NEWWA</b>	New England Water Works Association
<b>NFPA</b>	National Fire Protection Agency
<b>NPT</b>	National Pipe Thread
<b>SMACNA</b>	Sheet Metal and Air Conditioning Association
<b>OS&amp;Y</b>	Outside Screw and Yoke
<b>STL.WG</b>	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
<b>USS GAUGE</b>	United States Standard Gauge
<b>WOG</b>	Water, Oil, Gas
<b>WSP</b>	Water Steam Pressure



**"Federal Specification"** A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

## **ARTICLE 13. SUBSURFACE EXPLORATION**

- 13.01 Where applicable, and if provided by the City, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

## **ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS**

- 14.01 Deleted.
- 14.02 The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the priority of the documents shall be in accordance with Section 1.2 of the Contract.

## **ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES**

- 15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.
- 15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.
- 15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.
- 15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.
- 15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any



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and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

- 15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.
- 15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

**ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS**

- 16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

**ARTICLE 17. "OR EQUAL" CLAUSES**

- 17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

**ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR**

- 18.01 The Contractor represents and warrants:
- (a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and
  - (b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
  - (c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and
  - (d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality

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and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

- (e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

### **ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)**

- 19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.
- 19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.
- 19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.
- 19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

### **ARTICLE 20. WEATHER CONDITIONS**

- 20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.
- 20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

### **ARTICLE 21. SUBLETTING**

- 21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.
- 21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.
- 21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind

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subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

### **ARTICLE 22. SUBSTITUTE BOND**

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

### **ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS**

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act or neglect of the Contractor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

23.02 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

### **ARTICLE 24. PAYMENTS BY CONTRACTOR**

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

### **ARTICLE 25. NOTICE OF WARNING**

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

## **ARTICLE 26. PROGRESS MEETINGS**

- 26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

## **ARTICLE 27. PERMITS**

- 27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

## **ARTICLE 28. RIGHT TO USE THE WORK**

- 28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

## **ARTICLE 29. PROVISIONS REQUIRED BY LAW**

- 29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.
- 29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

## **ARTICLE 30. WAIVER**

- 30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

## **ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS**

- 31.01 The Contractor expressly undertakes at his/her own expense:
1. To take every precaution against injuries to persons or damage to property.
  2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
  3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
  4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
  5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
  6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.

7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other contractor.

## **ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK**

- 32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

## **ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY**

- 33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- 33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.
- 33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.
- 33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.
- 33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

## **ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD**

- 34.01 The Contractor's General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and workmanship.
- 34.02 Within the Contractor's General Warranty Period, any portion of the Work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.
- 34.03 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the Contractor's General Warranty Period.



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- 34.04 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.
- 34.05 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by City in performing such correction.

### **ARTICLE 35. PROCEDURE IN CONSTRUCTION**

- 35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.
- 35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.
- 35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

### **ARTICLE 36. APPRENTICES**

- 36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

### **ARTICLE 37. CONTROL OF WORK**

- 37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.
- 37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.
- 37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.
- 37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

### **ARTICLE 38. CITY'S CONTROL NOT LIMITED**

- 38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or

determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

#### **ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS**

- 39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.
- 39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

#### **ARTICLE 40. INSPECTION AND CORRECTION OF WORK**

- 40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.
- 40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.
- 40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided elsewhere in the Contract Documents.
- 40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

#### **ARTICLE 41. CONTRACTOR'S OBLIGATIONS**

- 41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall

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observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

- 41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

### **ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER**

- 42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

### **ARTICLE 43. SAFETY AND HEALTH REGULATIONS**

- 43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

- 43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

### **ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

- 44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished ~~and~~ by the City. Such drawings and specifications are not to be used in other work.

### **ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES**

- 45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:

"In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."



## **ARTICLE 46. LISTING OF EMPLOYMENT OPENING**

- 46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

## **ARTICLE 47. SERVICE OF PROCESS**

- 47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

## **ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34**

- 48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of all funding sources for the Project, but only to the extent permitted by federal and state law.

## **ARTICLE 49. WAGE RATES**

- 49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.
- 49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

## **ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES**

- 50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.
- 50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.
- 50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable section of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

- 50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.
- 50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

#### **ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION**

- 51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

#### **ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS**

- 52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

#### **ARTICLE 53. CONFORMANCE OF WORK**

- 53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

#### **ARTICLE 54. DIMENSIONS AND SCHEDULES**

- 54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

#### **ARTICLE 55. PROTECTION FROM STORM**

- 55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.
- 55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

#### **ARTICLE 56. PROTECTION OF WORK AND MATERIALS**

- 56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

## **ARTICLE 57. FURTHER SAFEGUARDS**

- 57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

## **ARTICLE 58. FIRST AID TO INJURED**

- 58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

## **ARTICLE 59. CONFORMANCE WITH DIRECTIONS**

- 59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

## **ARTICLE 60. COMPETENT HELP TO BE EMPLOYED**

- 60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

## **ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN**

- 61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.
- 61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.
- 61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.
- 61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

## **ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY**

- 62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain

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control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

- 62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.
- 62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.
- 62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

### **ARTICLE 63. WORK OUTSIDE REGULAR HOURS**

- 63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

### **ARTICLE 64. BUS LINE INTERFERENCE**

- 64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

### **ARTICLE 65. COLD WEATHER WORK**

- 65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.
- 65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.
- 65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.
- 65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the

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winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

### **ARTICLE 66.       BLASTING AND EXPLOSIVES**

- 66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.
- 66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.
- 66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.
- 66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.
- 66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.
- 66.06 Where blasting is required subsequent to commencement of construction, insurance, as required by the City's Risk Manager shall be obtained by the Contractor, and approved by the City's Risk Manager.

### **ARTICLE 67.       TUNNELING**

- 67.01 Tunneling will not be permitted without the express written consent of the City.

### **ARTICLE 68.       RESERVED MATERIALS/EXCAVATED MATERIALS**

- 68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.
- 68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

### **ARTICLE 69.       OBSTRUCTIONS AND CROSSEOVERS**

- 69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be



made for this work.

- 69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drain pipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

## **ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS**

- 70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

## **ARTICLE 71. MAINTENANCE OF WORKPLACE**

- 71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

## **ARTICLE 72. OPERATIONS AT SEVERAL POINTS**

- 72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.
- 72.02 The Contractor's Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

## **ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES**

- 73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City's or Project Engineer's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.
- 73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.
- 73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

**ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS**

- 74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

**ARTICLE 75. MATERIALS**

- 75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

**ARTICLE 76. DEFECTIVE MATERIALS**

- 76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

**ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS**

- 77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

**ARTICLE 78. SAMPLES AND ORDERING LISTS**

- 78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

**ARTICLE 79. SANITARY CONVENIENCES**

- 79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.
- 79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

**ARTICLE 80. FINISHING AND CLEANING UP**

- 80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

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public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

- 80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

### **ARTICLE 81. RIGHTS OF ACCESS**

- 81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

### **ARTICLE 82. WORK BY OTHERS**

- 82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

### **ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY**

- 83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City's easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.
- 83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor. All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.
- 83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.
- 83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.



- 83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.
- 83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contractor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.
- 83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.
- 83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

#### **ARTICLE 84.      LOADING**

- 84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

#### **ARTICLE 85.      COMPLETION OF WORK**

- 85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

#### **ARTICLE 86.      DUST AND SPILLAGE CONTROL**

- 86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.
- 86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.
- 86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

## **ARTICLE 87. CARE OF THE WORK**

- 87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether or not the same has been covered by partial payments authorized by the Project Engineer.

## **ARTICLE 88. EMERGENCY WORK**

- 88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

## **ARTICLE 89. FIRE PREVENTION AND PROTECTION**

- 89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.
- 89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.
- 89.03. Open fires will not be permitted.

## **ARTICLE 90. PLANIMETER**

- 90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

## **ARTICLE 91. SUPERINTENDENCE**

- 91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capacity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

## **ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS**

- 92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

- 92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

### **ARTICLE 93. DAILY REPORTS**

- 93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

### **ARTICLE 94. MATERIAL AND WORKMANSHIP**

- 94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.
- 94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

### **ARTICLE 95. TEMPORARY WATER SUPPLY**

- 95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.
- 95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

### **ARTICLE 96. FITTING AND COORDINATION OF WORK**

- 96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

### **ARTICLE 97. ARCHEOLOGICAL FINDS**

- 97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

- (1) The City
- (2) Project Engineer or Inspector

## **ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES**

- 98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.
- 98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

## **ARTICLE 99. WATER QUALITY OF WELLS**

- 99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

## **ARTICLE 100. WORK IN STATE HIGHWAYS**

- 100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.
- 100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.
- 100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.
- 100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.
- 100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

## **ARTICLE 101. EXISTING INSPECTION REPORTS**

- 101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

## **ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS**

- 102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

## **ARTICLE 103. CLEANING FINISHED WORK**

- 103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

## **ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS**

- 104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:
- (a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.
  - (b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.
  - (c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

## **ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION**

- 105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized "Contractor's Affidavit of Substantial Completion" and request a Semi-Final Inspection of the work.
- 105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:
- i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents.
  - ii. Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities.
  - iii. Where required, submit photographs, specific warranties, final certifications, and similar documents.
  - iv. Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
- 105.3 Subsequent to City's receipt of Contractor's Affidavit of Substantial Completion, Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.
- 105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion, or advise Contractor of work that must be performed prior to issuance of said certificate, and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract



Documents.

- 105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompleteness, and reasons for being incomplete.

## **ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION**

- 106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.
- 106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.
- 106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.
- 106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

## **ARTICLE 107. FINAL INSPECTION**

- 107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.
- 107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.
- 107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:
- i. Supporting documentation required by the Contract Documents not previously submitted and accepted.
    - ii. Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements.
    - iii. Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required.
    - iv. Reports and forms required by Federal and/or State funding sources, as required thereby.
    - v. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Engineer.
    - vi. Any final documents requested by Project Engineer.
    - vii. If applicable, submit final liquidated damages settlement statement, acceptable to City.
    - viii. Photographs, specific warranties, final certifications, and similar documents.
    - ix. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified.
    - x. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
    - xi.

## **ARTICLE 108. FINAL ESTIMATE**

- 108.01 If the Work is determined Finally Complete, a Final Estimate shall be prepared showing the total due Contractor under the Contract less the retainage held by the City. This Final Estimate shall show the final estimate of quantities. Should this estimate of quantities show a decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the Final Estimate by adding or deducting said amounts from the from the gross sum bid.
- 108.02 The Final Estimate shall reflect the final Contract Amount, all prior City payments to the Contractor, all adjusts to the Contract Amount, all retainage held by the City, any liquidated damage amounts, all unused amounts of any Owner Controlled Allowances and of all Cash Allowances, all adjustments for Alternates accepted/declined by the City and

final amount of any holdback(s) by the City.

- 108.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in this Final Estimate.

#### **ARTICLE 109. SEMI-FINAL PAYMENT**

- 109.01 Based upon the amounts and qualities set forth in the Final Estimate, the Contractor shall submit its Semi-Final Payment Application requesting the total due under the Contract, less all retainage held by the City.
- 109.02 This Semi-Final Payment Application shall be certified as to its correctness by the Project Engineer and will be processed in the same manner as the partial payment requests.

#### **ARTICLE 110. LIMITED ACCEPTANCE OF WORK**

- 110.01 Limited Acceptance of Portion(s) of the Work shall be at City's sole discretion and shall be subsequent to issuance of City's Certificate of Substantial Completion for such work and shall relieve Contractor of responsibility for the physical aspects of said portion of the work; however such termination of responsibility for the physical aspects of the work in no way affects or diminishes any other contractual requirements governing the work so accepted, or the acceptance of the Project as whole.

#### **ARTICLE 111. FINAL COMPLETION / CITY'S CERTIFICATE OF FINAL COMPLETION**

- 111.01 Final Completion of the Project by the City shall occur when:
- a. All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed.
  - b. All Project work and services have been completed to the satisfaction of the City; and Semi-Final Payment has been made to the Contractor.
  - c. Contractor has submitted its Final Payment Application and Project Engineer has certified it as to correctness. Contractor's Final Payment Application shall be solely for release of all retainage held by the City.
  - d. Upon issuance to Contractor by City of City's Certificate of Final Completion.
- 111.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor and shall be a prerequisite to Project Acceptance and Final Payment by the City.

#### **ARTICLE 112. FINAL PAYMENT / PROJECT ACCEPTANCE**

- 112.01 Subsequent to issuance of the City's Certificate of Final Completion, the City shall process Contractor's Final Payment Application, which shall be solely for release of all retainage held by the City.
- 112.02 Contractor's Final Payment Application shall be certified as to its correctness by the Project Engineer and shall be based on City's Certification of Contractor's Final Payment Application.
- 112.03 If a Certificate of Compliance is required by the Contract Documents, Final Payment shall not be released until such certificate has been issued and delivered to the City.
- 112.04 Subsequent to issuance of Final Payment to the Contractor, the City shall issue its written notice of its Acceptance of the Project to the Contractor.

#### **ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT**

- 113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such statement shall specify the items claimed. Should the

City of Waterbury

Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

**ARTICLE 114. 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

- 114.01 The Contractor, or any subcontractors working on the project, shall provide written proof that any and all employees working on the project jobsite have successfully completed the 10-Hour OSHA Construction Safety and Health Course.

**END OF SECTION**



**Minimum Rates and Classifications  
for Building Construction**

ID#: 23-53472

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

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

Project Number:

Project Town: Waterbury

State#:

FAP#:

Project: Door Replacement - 8 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	45.56	32.65
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	42.77	29.63

**As of:** October 5, 2023

-----LABORERS-----

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

**As of:** October 5, 2023

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
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.	37.61	27.61
5a) Millwrights	38.02	28.41
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)	43.4	32.07+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)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + 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

**As of:** October 5, 2023

Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer 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	44.14	27.80 + a

**As of:** October 5, 2023

Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

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	37.62	24.55
10b) Taping Only/Drywall Finishing	38.37	24.55

**As of:** October 5, 2023

10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	44.5	23.30 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.0	23.30 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
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)	48.28	35.50
-----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

**As of:** October 5, 2023

17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
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 journeyman instructing and supervising the work of each apprentice in a specific trade.

**As of:** October 5, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**As of:**           October 5, 2023

**As of:**           October 5, 2023



**GOOD JOB ORDINANCE**

## CHAPTER 34: CITY POLICY

### Section

#### *General Provisions*

34.01 Lost articles; state law adopted

#### *Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects*

34.10 Title

34.15 Purpose

34.16 Findings

34.17 Definitions

34.18 Hiring goal and implementation

34.19 Referral mechanism

34.20 Monitoring

34.21 Good faith efforts

34.22 Contract requirements for covered services

#### ***Cross-reference:***

*Centralized procurement system, see Ch. 38*

*Interlocal agreements, see Ch. 40*

#### ***Statutory reference:***

*Advertising; sale of perishable goods, see Conn. Gen. Stat. § 50-11*

*Disposition after expiration of time for making claim, see Conn. Gen. Stat. § 50-14*

*Duties of finder, see Conn. Gen. Stat. § 50-10*

*Lost and unclaimed property, see Conn. Gen. Stat. Ch. 859*

*Procedure if unclaimed, see Conn. Gen. Stat. § 50-13*

*Restoration to owner if claimed, see Conn. Gen. Stat. § 50-12*

## **GENERAL PROVISIONS**

### **§ 34.01 LOST ARTICLES; STATE LAW ADOPTED.**

The provisions of Conn. Gen. Stat. §§ 50-10 through 50-14 are adopted as permitted by Conn. Gen. Stat. § 50-9 and shall apply within the city to the finding of any article of the value of \$1 or more. (1967 Code, § 13-11)

*Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects*

**§ 34.10 TITLE.**

The City of Waterbury Code of Ordinances §§ 34.10 through 34.22 entitled “Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” shall also be known and may be cited as the “Good Jobs Ordinance” for the City.

(Ord. passed 5-13-2015)

**§ 34.15 PURPOSE.**

The purpose of this subchapter is to increase the benefit to the City of Waterbury and its residents from the city’s investment of public funds in certain publicly-funded construction projects to allow the city to recognize, as a benefit of such investment, a reduction in the amount of poverty and unemployment that would otherwise exist amongst its residents and also to help reduce the economic burden that would otherwise be placed on the city in having to provide alternative assistance to those residents who, but for their being hired pursuant to the provisions of this ordinance, would remain unemployed.

(Ord. passed 2-21-2012)

**§ 34.16 FINDINGS.**

The City of Waterbury finds that a substantial number of city residents are not being employed by contractors performing work on publicly-funded construction projects in the City of Waterbury and that the residents, therefor, are not receiving the maximum possible benefit from the City of Waterbury’s investment of public funds in the projects. The city further finds that:

(A) Recent research of hiring patterns on construction projects reveals a pattern of low hiring of residents in favor of nonresidents whose hiring is draining significant resources from the city.

(1) Only 14% of work hours performed on the construction of the \$138,000,000 waste water treatment plant in 1998 - 1999 were performed by residents;

(2) Only 10% of laborers hours on city street paving in 1999 were performed by residents;

(3) With an average wage of \$21 per hour on tax-funded city construction work as exemplified by the waste water treatment plant construction project, more than \$13,000,000 in wages was lost by city residents on that project. Due to typical turnover of those funds among businesses

in the community, \$13,000,000 - \$26,000,000 of additional economic activity from the multiplier affect was lost to city businesses;

(4) As a result of the high percentage of noncity residents on construction projects, fewer Waterbury residents are able to be home owners, thus reducing property taxes to the city. For each resident who loses the opportunity to be a home owner, the city loses an estimated \$2,000 in revenue per year.

(5) The migration of benefits caused by the high percentage of noncity residents on construction projects increases the burden on health care providers to provide uncompensated care to Waterbury residents without health insurance. Over the course of the waste water treatment plant project alone, for example, \$5,000,000 in health and pension benefits were lost to city residents. If this subchapter were minimally met, it would double the wages and benefits going to city residents; and

(6) The extra cost to tax payers of the under-usage of apprentices on the project compared to what is permissible under state law is estimated at close to \$1,000,000.

(B) Waterbury residents face higher rates of unemployment than other towns and cities in the region and state.

(1) The unemployment rate among construction workers who are residents of the city is 50% higher than the statewide unemployment rate among construction workers, and more than double the unemployment rate among construction workers in similarly-sized cities. For example, the Connecticut Department of Labor reports that in September 1999, 324 city residents applied for construction jobs at unemployment offices out of a total construction workforce of 3,600 (9%). Statewide, 3,908 applicants applied out of a total construction labor force of 63,800 (6%). In Danbury, 166 city residents applied out of a total construction workforce of 4,100 (4%).

(2) Since 1984 the city's unemployment rate has been consistently higher than the rate of unemployment in the Naugatuck Valley region and the state. Unemployment is especially severe in some neighborhoods, which faced up to 19% unemployment, compared to the city's 8% unemployment in the 1990 Census.

(C) Poverty is much greater and incomes are much lower in Waterbury than elsewhere in the region and state.

(1) According to the 1990 Census, 12.1% of the city's residents lived below the poverty level, compared to 2.7% in the rest of the region and 6.8% statewide.

(2) Median 1990 household income was \$30,533 in Waterbury compared to \$41,721 for the state, and compared to \$45,000 - \$67,500 for towns in the rest of the Naugatuck Valley region. Estimates updating this data to 1997 show little change. Residents on average earn \$10,000 less per capita than the statewide average of \$28,000.

(3) Poverty is even more pronounced in some neighborhoods with up to 30% of their residents in poverty.

(4) The average wage for residents coming off of welfare in the city is one of the lowest in the State of Connecticut at \$5.93 per hour.

(5) Over one-third of female headed households are under poverty.

(6) City children are among the poorest in the State of Connecticut, 61% of students city-wide are eligible for reduced price meals versus 25% statewide.

(Ord. passed 2-21-2012)

#### **§ 34.17 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADMINISTRATOR.** The person(s), city department or agency designated by the Mayor of the city with the responsibility of overseeing the implementation and enforcement of this subchapter.

**APPRENTICE.** Definition as set forth in Conn. Gen. Stat. § 31-22m and any subsequent amendments approved by the Connecticut General Assembly is incorporated by reference herein.

**BASIC SKILLED WORKER.** A person who is currently enrolled in or having completed a training program administered by or on behalf of a legally organized labor union or a state-approved standardized craft training program. Specifically excluded from this definition is an APPRENTICE as defined by Conn. Gen. Stat. § 31-22m.

**CITY.** The City of Waterbury, Connecticut.

**CITY FUNDS.** Funds originating within the city pursuant to the city's taxing powers or authority to raise money through the sale of public bonds, permit tax abatements and enter into tax fixing agreements and tax increment financing agreements.

**CONSTRUCTION.** The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to city property or other property or space in which the city has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.

**CONSTRUCTION PROJECT.** Any project for which the primary purpose involves construction, as defined above, deconstruction, the remediation of any hazardous materials as defined in the Connecticut General Statutes, the rehabilitation or renovation of any structure or the creation, extension, reconstruction, reconditioning or rebuilding of any portion of a municipal infrastructure or public utility system.

**CONTRACTOR.** Any person hired by the city, directly or indirectly through an owner, to perform construction work on covered projects.

**COVERED PROJECT.** Any construction project taking place in the city with a value of \$500,000 or greater, funded in whole or in part by city funds or funds administered by the city in accordance with federal or state grant or loan programs or any other federal or state programs. This definition of **COVERED PROJECT** shall include funds derived from the aforementioned federal or state grant, loan or other programs only to the extent permitted by federal and state law. The value of the projects shall equal the total consideration to be paid to all contractors stated in each contract pursuant to which contractors are performing construction work on covered projects.

**FIRST-SOURCE REFERRAL PROGRAM.** A program whose purpose includes but is not limited to, job training and the referral of qualified residents to contractors. The **FIRST-SOURCE REFERRAL PROGRAM** shall use the Good Jobs umbrella coalition of community groups and churches as a priority source for recruitment.

**GOOD JOBS ADMINISTRATION BUDGET.** The amount of funding required to oversee the implementation and enforcement of this subchapter in a given fiscal year.

**HIRING GOAL.** The 30% of the total worker hours on each covered project shall be performed by residents. At least 25% of construction trade jobs shall go to apprentices and/or basic skilled workers. At least 70% of all "new hires" (those workers hired by a contractor on a project, other

than existing employees and those referred by union hiring halls with prior seniority in the case of a union job) shall be "economically disadvantaged" individuals, defined as those earning less than 150% of the poverty line at the time of application. A minimum of 5% of the construction workforce labor hours will be local resident, minority artisans. A minimum of 5% of the construction workforce labor hours will be women. A minimum of 10% of the total work hours shall be allocated for minorities. Contractors are expected to employ a workforce that represents the population of the city.

**LIAISON COMMITTEE.** The committee established by the Board of Aldermen to monitor compliance with the provisions of this subchapter, and make recommendations to the Administrator and the Board of Aldermen regarding administration of this subchapter. The committee shall convene at a minimum of once every quarter in a space open to the public. The committee shall be comprised of two representatives of the Board of Aldermen one to be appointed by the President of the Board of Aldermen and one to be appointed by the Minority Leader on the Board of Aldermen, one representative from the Board of Education to be appointed by the President of the Board of Education, one representative of the Workforce Development Board, and five representatives who are appointed by the Board of Aldermen to represent: one contractor, one union, one civil rights group, one community and one Human Rights Commission. The committee members shall serve for a term of two years, and this nomination and selection process shall be used to fill any vacancy.

**NEW HIRE.** Those workers hired by a contractor on a project, other than existing employees, and those referred by union hiring halls with prior seniority in the case of a union job.

**OWNER.** The person who enters into a contract with a contractor for work on a covered project other than the city.

**PERSON.** An individual or a company, partnership, foreign or domestic corporation, partnership, limited liability company or other business entity.

**RESIDENT.** Any person whose domicile is the City of Waterbury, Connecticut.

**ROUTINE MAINTENANCE.** Simple, small-scale activities (usually requiring only minimal skills or training) planned and performed at regular intervals and being necessary to (1) extend the life of, or to delay or prevent the premature failure of, any plant or system or of any structure or structural system, building component or equipment; or (2) protect against normal wear and tear; or (3) maintain a suitable aesthetic appearance. Examples of ROUTINE MAINTENANCE may include, but are not limited to, lawn or grass cutting, hedge trimming, painting, caulking, sealing, plumbing or electrical repairs, carpet cleaning or other cleaning performed at regular intervals.

***SUBCONTRACTOR.*** Any person hired by a contractor to perform construction work on covered projects.

(Ord. passed 2-21-2012; Ord. passed 8-19-2013; Ord. passed 5-13-2015)

**§ 34.18 HIRING GOAL AND IMPLEMENTATION.**

(A) All contractors and subcontractors performing work on covered projects shall make good faith efforts to satisfy the hiring goal.

(B) Any contractors or subcontractors that fail to meet the hiring goal shall be required to demonstrate to the Administrator's satisfaction that the contractor or subcontractor made good faith efforts to meet the hiring goal.

(C) (1) The Mayor of the city shall appoint an Administrator annually no later than June 30th to serve as the Administrator for the city's fiscal year following such appointment or within 30 days of a vacancy that might arise during any fiscal year. The foregoing notwithstanding, an incumbent Administrator shall serve until their successor has been appointed and qualified. If, in the event of a vacancy, the Mayor fails to appoint a replacement Administrator within the first 30 days following the effective date of that vacancy, then the Board of Aldermen shall have the power to fill the vacancy provided that the Board does so:

(a) Within 30 days from the date upon which the power to make the appointment vested in the Board; or

(b) Prior to May 31st if the power to make the appointment vests in the Board on or after May 1st.

(2) Should the Board fail to make the appointment during any 30 day period it has to do so, or prior to May 31st if the power to make the appointment vests in the Board on or after May 1st, then the power of appointment shall revert to the Mayor. Thereafter, throughout the remainder of the then current fiscal year, the power to make the appointment shall alternate between the Mayor and the Board, at 30 day intervals, until an appointment is made or until June 1st at which point in time the power to make the appointment shall vest in the Mayor.

(D) The Mayor shall annually, prior to the adoption of the city's budget for the then next fiscal year and after consultation with the Administrator and all relevant city department heads, establish a Good Jobs Administration Budget for the then next fiscal year and the Mayor shall include a line item in his



annual budget submission to the Board of Aldermen sufficient to fund the Good Jobs Administration Budget. If, during the fiscal year in which the Mayor submits a given Good Jobs Administration Budget as part of his budget submission, the city has received as liquidated damages, pursuant to its contracts for covered projects, an amount greater than or equal to the Good Jobs Administration Budget as then submitted by the Mayor, the city shall be required to fund the Good Jobs Administration Budget as submitted by the Mayor and approved by the Board of Aldermen. To the extent possible, the cost required to oversee the implementation and enforcement of this subchapter for each project shall be funded and paid for through each project.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.19 REFERRAL MECHANISM.**

(A) No less than four (4) weeks prior to the commencement of construction on covered projects, the contractor shall meet with the Administrator and provide the number of job positions to be created by the project by trade and the qualifications by job title. The Administrator shall make reasonable efforts to ensure that adequate job training is available to the extent necessary to achieve the hiring goal and that screening and referral mechanisms are in place so that contractors can access qualified residents. Additionally, the Administrator shall designate a first-source referral program for the city.

(B) In the event a contractor or subcontractor cannot satisfy the hiring goal through its own employees and union hiring halls, the contractor or subcontractor shall next utilize the first source referral program in order to satisfy the hiring goal. The contractor or subcontractor must wait five business days after a request has been submitted before advertising the position elsewhere.

(C) Qualifications required shall be only those relevant to the job. In satisfying the hiring goal, the contractor and any subcontractor shall employ all qualified persons referred by the first source referral program. The contractor and any subcontractor must utilize the first source referral program whenever its hiring needs increase and they are unable to comply with the hiring goals.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.20 MONITORING.**

(A) The owner for a covered project shall require all construction contracts to comply with all provisions of this subchapter, and a copy of this subchapter shall be included with all contracts with contractors and subcontractors performing construction work on covered projects. This subchapter must be a contractual obligation in all contracts.

(B) All contractors and subcontractors performing construction work on covered projects shall submit to the Administrator weekly certified payroll records within five working days of the end of each payroll period. The records must show the person-hours on a craft-by-craft basis and identify the address, social security number, hiring date, ethnicity, gender and trade (journey person or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer or employee of the company. Failure to comply with the provisions of this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. Any willful misrepresentation contained in the information requested pursuant to this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. The Administrator shall notify the City of Waterbury Department of Finance upon any violation of this subchapter. No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(C) Unless prohibited by federal, state or local law, all records in the city's possession shall be available for public inspection.

(D) The Administrator shall review all information provided pursuant to division (B) hereof and submit monthly reports to the Liaison Committee and to the Board of Aldermen summarizing the information.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.21 GOOD FAITH EFFORTS.**

(A) Contractors shall be deemed to have made good faith efforts if they demonstrate to the satisfaction of the Administrator that they have done all of the following:

(1) Utilize the first source referral program to help satisfy the hiring goal;

(2) Notify the public in the city of the employment opportunities available on covered projects. The notification shall comprise a notice in a newspaper of general circulation in the city of employment opportunities, written notice to construction unions, community organizations and city high schools concerning same, and any other notice required by the Administrator. Contractors shall maintain records of responses to the notices received thereby. All notices must state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin. The notice required by this division shall include a statement that the notice is provided pursuant to this subchapter;

(3) Maintain a file on the job site of the names and addresses of each worker referred by the first source referral program. The file shall indicate what action was taken with respect to each referred person, and if the person was not hired, the reasons therefore; provided, however, that this subchapter shall not be construed as requiring contractors to hire any persons who do not satisfy applicable job qualifications;

(4) Participate in State of Connecticut-approved local employment training programs in the city's area, or develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employment needs;

(5) Regularly review and evaluate their personnel and promotional opportunities, encourage city residents to seek opportunities and establish a program to monitor compliance with this subchapter; and

(6) Utilize other means of obtaining employees who are residents of the city that are reasonably calculated to assist with achieving the hiring goals.

(B) Contractors shall provide the city with any documentation requested by the Administrator in order to establish compliance with this subchapter.

(Ord. passed 2-21-2012)

#### **§ 34.22 CONTRACT REQUIREMENTS FOR COVERED SERVICES.**

(A) This city shall include provisions in Chapter 38, entitled "Centralized Procurement System," of the Code of Waterbury mandating that each contract for a covered project, as that term is defined herein, awarded pursuant to Chapter 38 include provisions addressing compliance with the provisions of this subchapter by the contractor or contractors thereunder and by any subcontractor or subcontractors performing work related to any such contract.

(B) Whenever provisions are included in a contract for a covered project pursuant to division (A) of this section, they shall include provisions establishing liquidated damages for the failure of any contractor or subcontractor to comply with the provisions of this subchapter on a weekly basis. The liquidated damages shall be based on an estimate of the cost the city would incur in having to provide alternative employment opportunities, or alternative economic assistance, to those residents who would have benefited by the city's investment in the covered project if they had been hired by the contractor or subcontractor had they complied with the provisions of this subchapter.

(C) Whenever provisions regarding liquidated damages are included in a contract for a covered project pursuant to division (B) of this section, that contract shall, if applicable, also include provisions addressing the following matters:

(1) Weekly compliance reviews by the Administrator for the purpose of assessing compliance with the provisions of this subchapter, or the lack thereof;

(2) Requiring a separate certification of compliance by the Administrator prior to the payment of any funds by the city under any such contract;

(3) The weekly assessment and invoicing of liquidated damages per noncompliant contractor or subcontractor while said contract is executory;

(4) No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.2

October 12, 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 Stanford Wrecking Company for Tank Removal Project at The International Dual Language School, subject to any non-substantive changes approved by the Corporation Counsel's office.

### **EXECUTIVE SUMMARY**

**DATE:** October 6, 2023

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

**FROM:** Nicholas J. Albini, Chief Operating Officer



**RE:** Construction Contract for Removal and Backfill of Underground Storage Tank  
at International Dual Language School (RFP #7423) with Stamford Wrecking Co.

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The Education Department respectfully requests your review and approval of a construction contract for removal and backfill of an underground oil storage tank at International Dual Language School in the amount of \$48,510, which includes a \$2,310 owner-controlled contingency for work requested and approved by the Education Department under the scope. The contract was initiated under the Request for Proposal #7423 in which two responses were received with Stamford Wrecking, Company deemed the most qualified.

The project consists of removal and disposal of an underground oil storage tank and associated piping and concrete pad, including backfill and paving at the International Dual Language School. The project is being funded through the American Rescue Plan Act/Elementary and Secondary Schools Emergency Relief funds (ARPA/ESSER). All services will be completed within 90 days from the start of the project. Stamford Wrecking has performed satisfactory in the past on City and Education Department projects.

The Education Department will have a representative present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your continued assistance on this matter.

JPY 10.5.23 (V2)

**Construction Contract  
for  
Tank Removal Project  
at  
The International Dual Language School  
between  
City of Waterbury  
and  
Stamford Wrecking Company**

**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 **STAMFORD WRECKING COMPANY**, located at 30 Nutmeg Drive, Trumbull, Connecticut, a duly registered Connecticut corporation (the "Contractor").

**WHEREAS** the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7423** for removal, disposal and backfill of and oil storage tank, piping and concrete pad (the "Project") at The International Dual Language School; and

**WHEREAS** the City accepted the Contractor's bid for **RFP No. 7423**; and

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

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

**1. Scope of Services.** The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "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 removal, disposal and backfill of and oil storage tank, piping and concrete pad at The International Dual Language School located at 116 Beecher Avenue in Waterbury, Connecticut, all as more particularly detailed and described in the Bid Documents in **Attachments A, B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) are hereby made material provisions of this Contract. in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:



JPY 10.5.23 (V2)

- 1.1.1 City's **RFP No. 7423**, incorporated by reference;
  - 1.1.2 Addendum 1 to **RFP No. 7423** (attached hereto);
  - 1.1.3 Contractor's Price Proposal, consisting of 1 page (attached hereto);
  - 1.1.4 Contractor's Response with associated attachments to **RFP No. 7423**, dated September 18, 2023, consisting of 47 pages (attached hereto);
  - 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("**ARPA**"), Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 ("**ESSER**") and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021 ("**ESSER II**") are incorporated by reference, as well as **Attachment B**, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021**" to the extent such provisions are applicable;
  - 1.1.6 "City of Waterbury, Board of Education, **RFP No. 7423**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in Section 1.1.7;
  - 1.1.7 "Site Map" with List of Drawings consisting of a demolition plan prepared by AI Engineers, Inc., dated September 21, 2022, and a site map prepared by City of Waterbury Bureau of Engineering dated June of 2022 (see **Attachment A**, which contains the link to the Site Map);
  - 1.1.8 State of Connecticut Prevailing Wage Schedule dated August 15, 2023, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
  - 1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
  - 1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
  - 1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
  - 1.1.12 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
  - 1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
  - 1.1.14 All applicable permits and licenses (incorporated by reference).
- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:



**JPY 10.5.23 (V2)**

- 1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2** Amendment(s) and Change Orders;
- 1.2.3** This Contract;
- 1.2.4** Addendums to **RFP No. 7423**;
- 1.2.5** **RFP No. 7423** including City of Waterbury, Board of Education, **RFP No. 7423, Attachment A** “Scope of Services/Technical Specifications”;
- 1.2.6** Contractor’s Price Proposal;
- 1.2.7** Contractor’s Response; and
- 1.2.8** Drawings.

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

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

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

**2.3. 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.

**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

**JPY 10.5.23 (V2)**

limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

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

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7423** (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;

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

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

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

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

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

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

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

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

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

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

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

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

**3.11. Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and

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all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract., and for the City's occupancy, use, and operation of the Project.

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

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

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

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

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



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the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

**4. Responsibilities of the City 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; at the onset, KBE Building Corporation is 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 **sixty (60) consecutive calendar days** from the City's issuance of a Notice to Proceed and shall reach Final Completion **on or before ninety (90) consecutive calendar days** from the City's issuance of a Notice to Proceed ("Contract Time").

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

**5.2. Delay Damages.**

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

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

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

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

**6. Compensation.** The City shall compensate the Contractor for the satisfactory provision of all the goods and services set forth in this Contract as follows in this Section. 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 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 **FORTY-EIGHT THOUSAND FIVE HUNDREN TEN DOLLARS (\$48,510)** (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:

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- i. \$46,200 (base payment); and
- ii. \$2,310 (**Owner Controlled Contingency As Governed By Section 6.1.1 Below**).

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

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

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



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**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **RFP No. 7423** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

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

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

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

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**6.10.1 Submit Applications for Payment in accordance with the following:**

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

**6.10.2 Progress and Final Payments**

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

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

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

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

**8.1.** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the

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Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

**11. Contractor's Insurance.**

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

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of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

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

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

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

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

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

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

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



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**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: **\$2,000,000.00** each occurrence and **\$2,000,000.00** Aggregate.

**11.4.5 Builder's Risk Insurance:** coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance:** **\$1,000,000.00** each claim, **\$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 shall be no exclusion for hazardous materials , including but not limited to asbestos or 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

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

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

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

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

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year



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prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

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

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

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

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

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

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

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are small contractors; and

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

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

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



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

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

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

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

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

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

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

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

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

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

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to be created by the project by trade and the qualifications by job tile.

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

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

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

**14.2 Liquidated Damages Applicable To Section 14.1**

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

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

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

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

**14.2.3** The City shall provide the Contractor with an invoice identifying all sums due 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

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above.

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

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

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

**15. Place Holder.**

**16. Termination.**

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

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

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

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



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as the services performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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

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

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

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

**16.4. Rights Upon Termination.**

**16.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable

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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.

**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.

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

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

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

**18.2.** The Contractor is responsible for and shall control the 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

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connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

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

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

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

**27.1. Requests for Change Orders.** The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City

**JPY 10.5.23 (V2)**

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 costs 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,



**JPY 10.5.23 (V2)**

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. 7423** and (ii) the Contractor's Bid response to **RFP No. 7423**, dated September 18, 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 any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

**33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent

**JPY 10.5.23 (V2)**

by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Stamford Wrecking Company  
30 Nutmeg Drive  
Trumbull, CT 06611

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

With a copy to: Office of Corporation Counsel  
City Hall  
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.

**JPY 10.5.23 (V2)**

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

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

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

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

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

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



JPY 10.5.23 (V2)

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

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

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

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

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

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

**34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute,

**JPY 10.5.23 (V2)**

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 – initially KBE Building Corporation.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

JPY 10.5.23 (V2)

- 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.

**SIGNATURE PAGE FOLLOWS**

**JPY 10.5.23 (V2)**

**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:**

**STAMFORD WRECKING COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen Goldblum, President

\_\_\_\_\_

Date: \_\_\_\_\_

**JPY 10.5.23 (V2)**

**ATTACHMENT A**

**JPY 10.5.23 (V2)**

**ATTACHMENT B**

**FINAL CONTRACT** for Stamford Wrecking RFP 7423  
Tank Removal at International School

**JPY 10.5.23 (V2)**

## **ATTACHMENT C**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.3

October 12, 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 Action Air Systems, Incorporated (RFP #7804) for HVAC replacement at Wilby High School and North End Middle School, subject to any non-substantive changes approved by the Corporation Counsel's office.



**EXECUTIVE SUMMARY****DATE:** October 10, 2023**TO:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members**FROM:** Nicholas J. Albini, Chief Operating Officer**RE:** Construction Contract for HVAC Replacement at Wilby High School/North End Middle School Complex (RFP#7804) with Action Air Systems, Incorporated

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The Education Department respectfully requests your review and approval of a construction contract for HVAC Replacement at Wilby High School and North End Middle School Complex in the amount of \$3,419,325, which includes \$162,825 owner-controlled contingency for work requested and approved by the Education Department under the scope. The contract was initiated under the Request for Proposal #7804 in which two responses were received with Action Air Systems, Incorporated deemed the most qualified.

The project consists of complete replacement of HVAC equipment at the Laural Hill Complex (Wilby High School and North End Middle School), including controls, wiring, and chiller delivery coordination. The project is being funded through the American Rescue Plan Act/Elementary and Secondary Schools Emergency Relief funds (ARPA/ESSER). All services will be completed within one year from the start of the project. Action Air Systems, Incorporated has performed satisfactory in the past on City projects.

The Education Department will have a representative present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your continued assistance on this matter.

c: Dave Heavener, Mike Konopka

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Arisian, Mike	Head Swimming Coach	WSMS	11/13/23
Doms, Gregory	Soccer Coach	NEMS	10/04/23
Garcia, Juan	Head Soccer Coach	WHS	08/24/23
Hibbert, Alethia	Assistant Girls Swimming Coach	KHS	09/26/23
Katrenya, Wesley	Lead Unified Sports Coach	NEMS	09/25/23
Romaniello, Megan	Assistant Softball Coach	WCA	03/16/24

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

October 12, 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>Effective</u>
Bautista, Fabrina	Grants Specialist – Comp. Grants	FT	\$25/hr	F UPSEU 69	Title II/A D 23-25	09/28/23
Beers, Rose	SPPT Program Coordinator	PT	\$38/hr	NONBOE	ARP ESSER SPPT 22-24	09/21/23
Brown, Aisha (rehire)	Behavior Counselor	FT	\$25/hr	F UPSEU 69	SIG 7 CHS 23-25	09/21/23
Bustamante- Murillo, Lady	Tutor/Sprague	PT	\$25/hr	NONBOE	Title I/ A 23-25	10/05/23
Cavanaugh, Karen	Tutor /Carrington	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Davino, Melissa	Tutor .Bunker Hill	PT	\$34/hr	NONBOE	Title I/A 23-25	09/18/23
Farrington, Gina	Tutor/Chase	PT	\$25/hr	NONBOE	Title I/A 23-25	09/18/23
Foti, Lisa	Tutor/Yeshiva KTana	PT	\$34/hr	NONBOE	Title I/A 21-23	09/14/23
Freilich, Avigail	Tutor/Bais Yaakov	PT	\$25/hr	NONBOE	Title I/A22-24	10/05/23
Gay, Tifani	College & Career Coord. - Wilby	FT	\$25/hr	F UPSEU 69	ESSER II 21-23	09/21/23
Goldblatt, Daniel	Tutor/Yeshiva KTana	PT	\$25/hr	NONBOE	Title I/A22-24	10/05/23
Huyghue, Luz (job change)	Classroom Assis. Sprague	FT	\$21.47/hr	UPSEU 68	SR Prior. 23-24	10/05/23
Kaczmarczyk, Dagmara	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Mead, Bryanna	Parent Liaison Kingsbury	FT	\$15.88/hr	UPSEU69	Title I/A 22-24	09/28/23
Parker, Grace	Tutor/Rotella	PT	\$25/hr	NONBOE	Rotella 23-24	09/21/23
Perez, Juan	Accountant 2	FT	\$24/hr	UPSEU 69	IDEA P/NP 22-24	09/21/23
Peschal, MaryAnn	Tutor/West Side MS	PT	\$34/hr	NONBOE	Title I/A23-25	09/18/23
Rivera, Ginairee	Classroom Assist. Gilmartin	FT	\$15.41/hr	UPSEU 68	SR Prior. 23-24	09/18/23
Salvador, Mary	Adult Ed Certified Instructor	PT	\$34/hr	NONBOE	Ad Ed 23-24	09/21/23
Saslow, Deborah	Tutor/Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	09/14/23
Zukauskas, Leah	Classroom Assist. Maloney	FT	\$21.47/hr	UPSEU 68	Maloney 23-24	09/28/23

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the We are Wallace Advisors and Wallace MTSS Team Member appointments:

<u><i>We Are Wallace Advisors</i></u>	<u><i>MTSS Team Members</i></u>
Paula Caldarone	Erich Hasemann
Dana Jannetty	Susan Burgess
Kathryn Mucciacciaro	
Katherine Bunko	
Melissa Desjardins	
Aaron Thayer	
Stacey Quinlan	
Melissa Banks	

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #13.4

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following CSDE  
Before and After School Program Appointments:

Digsby, Eileen – Assistant-Sub, Walsh School

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella After School Program (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Jessica Bouteiller	Carla Cruess/Academic
Jennifer DeJesus	Robin Henry/Enrichment
Cheryl Faber	Dana Wallace/Sub
Rebecca Hanlon	Angela Heidgerd/Sub
Stephanie Heckman	
Lyndsy Ignacio	<u>AV Tech</u>
Mary Monroe	Antonio Coles
Krista Zaccagnini	
	<u>Clerical</u>
<u>Teacher Subs</u>	Shonda Wiggins
Dawn Biolo	
Julia Matthews	<u>Paras</u>
Monica Santovasi	Rebecca James
Jeanne Stevens	Greta Monteiro

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

October 12, 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 Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Duggan	Aidoo	Syreeta	Secretary
International	Cruz	Maria	Teacher
	DeLaCruz	Yaritza	Assistant
	Delgado	Christina	Secretary
	Diodonet	Yamailys	Teacher/Sub
	Garica	Nilsa	Teacher
	Vilorio	Mindris	Assistant
Walsh	Rock	Stefanie	Teacher
	Tomasella	Diurca	Administrator
	Bilbrough	Allyson	Lead Teacher
	Courtney	Pierresaint	Admin. Sub
	Karen	Egan	Secretary
	Marissa	Jamele	Sub. Teacher
	Maureen	Wilson	Admin. Sub
	Patricia	Justs	Teacher
	Albanese	Thomas	Sub Teacher
Washington	Benzinger	Nicole	Teacher
	Boccichio	Judith	Para
	Cocchiola	Kaitlyn	Para
	Corbo	Cherie	Teacher
	Dematteis	Jennifer	Teacher
	Doyle	Kiley	Teacher
	Fitzgerald	Kris	Secretary
	Marin	Irma	Sub Teacher
	Ramirez	Inez	Administrator
	Williams	Athena	Para Sub
	Zafar	Ghazala	Para Sub

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

October 12, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following new teacher hires:

<u>Last</u>	<u>First</u>	<u>Position</u>	<u>School</u>	<u>Start Date</u>
Albanese	Ellen	Elementary School Teacher	Kingsbury	8/23/23
Anello	Gabrielle	Elementary School Teacher	Reed	8/23/23
Berisha	Karen	Elementary School Teacher	Wilson	8/23/23
Bruce	Jamel	Special Education	Wilby	8/23/23
Bruch	Franklyn	Reading/English Lang. Arts	Enlightenment	9/07/23
Casceillo	Jennifer	Social Studies	NEMS	10/10/23
Castellone	Tyler	Math	WMS	9/05/23
Dauti	Djellza	Elementary School Teacher	Reed	9/11/23
DeCicco	Elizabeth	Reading/English Lang. Arts	WAMS	8/23/23
Delk	Erika	Elementary School Teacher	Rotella	9/11/23
Geffken	Melissa	Math	WMS	9/11/23
Gilberto	Aaron	School Counselor	Wendell Cross	9/11/23
Gouveia	Taylor	Elementary School Teacher	WMS	8/28/23
Hartery	Kevin	PE/Health	Wilby	9/11/23
Hyland	Melissa	Reading/English Lang. Arts	NEMS	9/05/23
Infante	Sonia	World Languages	WSMS	8/23/23
Keane	Brandon	Social Studies	Reed	8/23/23
Kolukisa	Susan	Early Childhood	Washington	8/23/23
Marchak	Nancy	Early Childhood	Generali	8/23/23
Marchetti	Michele	Special Education	WSMS	8/23/23
Marcus	Wayne	Elementary School Teacher	Wilson	8/23/23
Nano	Denisa	Elementary School Teacher	Bunker Hill	9/14/23
Napp	Matthew	Reading/English Lang. Arts	Carrington	8/23/23
O'Connor	Timothy	Elementary School Teacher	WMS	8/23/23
Parker	William	Fine Arts	Sprague	9/14/23
Parks	Eric	Elementary School Teacher	State Street	9/25/23
Phelan	Andrew	Science	Wilby	8/23/23
Potts	Tawnesha	Special Education	State Street	8/23/23
Qosja	Blerina	Bilingual	Regan	8/23/23
Santovasi	Korin	Elementary School Teacher	Washington	8/23/23
Sargis	Kristen	Elementary School Teacher	Walsh	8/23/23
Sullo	Danielle	Library Media	Tinker	10/2/23
Texidor	Julio	Bilingual	Hopeville	8/23/23
Thomas	Richard	Math	WAMS	8/24/23
Verderame	Kayla	Other	NEMS	8/24/23
Waldron	John	Elementary School Teacher	Duggan	9/07/23
Walters	Garnet	Fine Arts	Bunker Hill	8/23/23

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

October 12, 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>
Anello, Gabrielle	Reed/Grade 3	09/25/23
Feliz, Ashley	NEMS/Grade 8 Social Studies	10/05/23
Pecukonis, Lori	WHS/Special Education	10/06/23
Rehmer, Sofia	WHS/Business	10/11/23
Silva, Heather	RMS/Grade 5	11/03/23
Vollero, Salvatore	CHS/Vice Principal	10/18/23

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools